

Digital Mapping and Location Display Licence Agreement (DMA) Questions & Answers

Who is the DMA for?

The DMA is intended for organisations that develop digital maps or solutions for digital maps using address level (Delivery Point) PAF® data. The DMA licenses the use of those solutions in digital maps, and the use of digital maps themselves, either remotely via the Internet or loaded onto devices such as satellite navigation devices that can display them.

Doesn't the Solutions Provider Agreement already allow the use licensed under the DMA?

The Solutions Provider Agreement allows End-Users to display limited amounts of PAF data, but only for confirming address details for the purposes of providing a product or service. In this limited context, the data could be displayed with or on a digital map. The DMA, however, expressly grants much wider use and display rights for PAF data to provide geographical location based information services (including creating digital maps), not limited to address confirmation.

Who will be licensed, a Solutions Provider or Direct End-User, or neither?

The DMA doesn't use those terms. Under the DMA, the licensee may use PAF data to create digital maps or solutions for digital maps, and may also grant sub-licences. Sub-licensees may use PAF data in the same ways and may also grant further sub-licences. The ultimate users of digital maps are known as remote map users or loaded device users, depending on whether the digital maps are accessed via the Internet or loaded onto devices.

What uses does the DMA cover? What types of use are covered?

The DMA caters for the supply of maps in two ways; remotely onto websites or devices accessed via the Internet, or for loading onto devices. This will cover uses such as interactive maps on a web site or smart phone type devices as well as the more traditional navigation devices such as in-car or personal sat-nav systems.

Will it be full PAF or part PAF?

The DMA is for full PAF only. Use of more limited postcode level data for this kind of activity is likely to be covered by a Code-Point Open type dataset.

Will it be possible to take Postcode Areas?

The DMA is for full UK PAF data and therefore it will not be possible for Postcode Areas to be licensed individually.

Does it apply to printed maps?

No, the DMA will not apply to printed maps. The DMA is concerned with digital maps only: i.e. those in electronic form.

What differences are there between the DMA and the Solutions Provider Agreement?

Fundamentally, the Solutions Provider Agreement provides for licensing of addressing solutions whereas the DMA provides for licensing digital mapping solutions. There are certain differences in the way that the two agreements are presented. In summary:

| | Generic | DMA |
|--------------------------------|---|--|
| Licensee and user terminology: | Solutions Provider Third Party Solutions Provider End-User | Licensees Sub-Licensees Remote Map User / Loaded Device User |
| Licensing of: | Solutions for the uses specified in the agreement | Data Solutions for use in digital maps Map Solutions that are digital maps |
| Permitted uses: | <ul style="list-style-type: none"> - Use by an organisations own staff - Transactions available to users outside of your own organisation - Closed User Groups: Associate (i.e. use within a group of associated businesses) - Broker (i.e. use within a group, all of whom act on behalf of a third party supplier of products or services) - Delivery Service User (i.e. confirming address details for delivering the address owner's mail) - Bureau Services (i.e. database cleansing for third parties) - Market Research | <p>Remote Maps (i.e. maps accessed via the Internet)</p> <p>Loaded Devices (i.e. maps loaded onto devices)</p> |
| Fees calculated by: | Users Multiple User Blocks Website Use Organisation Use Transactions | Transactions (for remote maps) Device User Licences (for loaded maps) |
| Payment | In advance | In advance; or In arrears (for more detail, see below) |

How do the licence fees work under the DMA?

There are two types of use, remote or loaded, and each use can be paid for in either of two ways. A licensee may pay a fixed annual fee up-front, or a quarterly fee in arrears. Quarterly fees will be calculated by reference to the number of transactions carried out (for remote) or the number of devices licensed (for loaded) in that quarter.

Do you need to sign a Solutions Provider Agreement as well as the DMA?

The two agreements are totally separate from one another, with each licence covering different uses. Therefore, for digital map use, an organisation only needs a DMA. For other use, a Solutions Provider Agreement is required. If an organisation wishes to license PAF both for use covered by the DMA and for use covered by the Solutions Provider Agreement, both agreements will be required.

Will the existing Data Supply Agreement be used, or if an organisation already takes PAF will the organisation just need to sign the DMA?

Like the Solutions Provider Agreement, the DMA does not include its own data supply terms, so a DMA licensee will also need a current Data Supply Agreement. The existing Data Supply Agreement is appropriate for the DMA, so if a customer has already signed a Data Supply Agreement, the customer will not need to enter into a new one. If a new customer wishes to be licensed for both generic terms and DMA terms the customer will only need one Data Supply Agreement.

What if an organisation came to us and thought the licence applied to them?

If, for example, a haulage firm wanted to use PAF data to create digital maps or create data solutions that could be used in digital maps, then they would need to be licensed under the DMA. However, in general terms it is more likely that this type of organisation will be a user of a remote or loaded map, provided to them by a map provider. The map provider would need to enter into a DMA or be a sub-licensee of an organisation that had entered into a DMA. Users of remote and loaded maps however, will not have to enter into direct agreements with us (although they will need to agree to licence terms with their map provider).

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