

# **XMAP** CLOUD GIS

## TERMS & CONDITIONS

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'XMAP', including all derivatives such as 'XMAP Suite', "XMAP Cloud GIS", "XMAP Data Feeds", "XMAP Publisher", "XMAP Public Map" or any other "XMAP" branded service is a product of Geosphere Ltd, Church Cottage House, Church Square, Basingstoke, RG21 7QW, United Kingdom with company registration number 11348164 ('Geosphere').

This document constitutes the entire agreement between Geosphere and the client ('The Customer') governing the terms and conditions of the use of XMAP services ('The Service').

## 1. DEFINITIONS

*'The Service'* means the XMAP system including all modules, feeds and data provided as well as the various functions and tools included in the Tier package.

*'The Tier'* means the included functions, features, characteristics and limitations as defined on the XMAP website.

*'The Customer'* means an individual or representative within an Organisation.

*'The Organisation'* means a registered business or charity within the United Kingdom.

*'Mapping'* means raster and vector data provided by Geosphere, The Customer or a 3<sup>rd</sup> party.

*'Fee'* means the annual subscription paid for The Service.

*'Agreed Use'* means the Terms and Conditions of the use of The Service by The Customer as defined in this agreement.

*'Licence'* means the access granted under this Agreement to The Customer to use The Service.

## 2. AGREED USE

Geosphere grants The Customer a non-exclusive, non-transferable licence to use The Service for the following agreed use:

1. The Service shall be used only by The Organisation's employees,
2. The Service shall be used only for The Customer's internal business use.

## 3. UNDERTAKINGS OF GEOXPHERE

Geosphere agrees to take reasonable care to ensure that:

1. The Service has a high availability, and that any downtime is logged and reported,

2. The Service works to its design specification,
3. Customer data is kept secure and available to The Customer only,
4. Customer data is not disclosed to any 3<sup>rd</sup> party without permission from The Customer.

Geosphere may assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.

#### **4. UNDERTAKINGS OF THE CUSTOMER**

The Customer agrees to ensure that:

1. The Service is only used in accordance with the Agreed Use,
2. The Service is not used to breach any data copyright,
3. The Service is not used for any purpose that might, in the reasonable opinion of Geosphere, be derogatory to Geosphere or its partners,
4. The Service is not used for storing any sensitive, personal or classified information,
5. The Customer does not assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.

#### **5. WARRANTY AND LIMIT OF LIABILITY**

Geosphere:

1. Provides no warranty, expressed or implied, as to the accuracy of data or analysis provided through The Service and does not accept any liability for any errors or omissions,
2. Will take all reasonable effort to ensure the accuracy and security of The Service,
3. Does not take any liability in respect of any loss, damage or injury (financial, contractual or otherwise) sustained as a result of The Customer's reliance on The Service.
4. Shall not, to the maximum extent allowable in law, be liable for any economic, direct or indirect, unforeseeable or consequential loss or damage, whether from negligence or otherwise, arising from the use of The Service,
5. Will be limited in its total liability to the amount of the Annual Fee. Once this amount has been reached, whether this be for one or several connected or unconnected events, Geosphere's liability shall cease.

## **6. FEES**

The Customer agrees to pay an Annual Fee in advance for The Service as agreed between the parties and defined by the Tier pricing.

## **7. TERMINATION**

If The Customer does not wish to renew their subscription to The Service they must give a minimum of 1 months' notice. The service will automatically renew unless written notice is given.

The Customer may cancel their subscription during their contract year but no financial recompense will be given.

Geosphere may terminate The Customer's subscription and access to The Service at any time if The Customer is in breach of the Terms of this agreement.

Geosphere will provide discretionary pro-rata credit for any significant loss of service during the contract period.

Geosphere will provide active customers with 12 months' notice of a closing down of a service.

## **8. GENERAL**

This agreement constitutes the entire agreement between The Customer and Geosphere and supersedes all prior agreements, negotiations and discussions. These terms and conditions may only be varied by Geosphere and an authorised representative of The Customer.

If any of these terms and conditions should be determined to be illegal, invalid, or otherwise unenforceable, then it shall be severed and deleted from the Agreement and the remaining terms shall remain in full force and effect and continue to be binding and enforceable.

## **9. LAW**

This Agreement shall be governed by and construed in accordance with the laws of England and the parties accept the jurisdiction of the English Courts.