

End User Licence Agreement

SOLOGICAL SOLUTIONS LIMITED TRADING AS "GIS247"

END-USER LICENCE AGREEMENT

PLEASE READ CAREFULLY BEFORE ACCESSING THE TRAINING MATERIALS:

This end-user licence agreement ("**EULA**") is a legal agreement between you ("**User**" or "**you**") and Sological Solutions Limited trading as "GIS247", a company incorporated in England and Wales with company number 06791998 whose registered office is at 15 Whitehall Court, Radcliffe on Trent, Nottinghamshire, NG12 2NJ ("**Licensor**", "**us**" or "**we**") for:

- the GIS247 training materials, including without limitation, videos, guides and documents developed by the Licensor or its agents, contractors and employees, the data supplied with the training materials, and any other associated media ("**Training Materials**").

For the purposes of this EULA, you will be a "**Consumer**" if you are an individual making a contract with us as a private individual for non-business purposes.

We license use of the Training Materials to you on the basis of this EULA and a master licence entered into between you (if you are a Consumer User) or your employer (the "**Licensee**") and us (the "**Licence**").

We do not sell the Training Materials to you. We remain the owner or licensor of the Training Materials at all times.

OPERATING SYSTEM REQUIREMENTS: IN ORDER TO MAKE FULL USE OF THE TRAINING MATERIALS YOU WILL REQUIRE ACCESS TO AN UP-TO-DATE INTERNET BROWSER WITH ADOBE FLASH PLAYER INSTALLED AND THE ABILITY TO ACCESS ZIP FILES AND PDF DOCUMENTS. YOU ARE RESPONSIBLE FOR CONFIGURING YOUR OWN INFORMATION TECHNOLOGY, COMPUTER PROGRAMMES AND HARDWARE IN ORDER TO ACCESS THE TRAINING MATERIALS.

PLEASE NOTE THAT YOU WILL NEED ACCESS TO A LICENCE FOR THE RELEVANT GIS SOFTWARE, WHICH WE DO NOT PROVIDE, IN ORDER TO COMPLETE THE EXERCISES INCLUDED WITHIN THE TRAINING MATERIALS.

FURTHER INFORMATION ABOUT THE RELEVANT OPERATING SYSTEM REQUIREMENTS CAN BE FOUND [HERE](#).

IMPORTANT NOTICE TO ALL USERS:

- BY ACCESSING THE TRAINING MATERIALS OR BY DOING ANYTHING TO INDICATE ACCEPTANCE OF THIS EULA, SUCH AS BY CLICKING ANY BUTTON OR CHECKBOX INDICATING ACCEPTANCE IN ANY FORM, YOU AGREE TO THE TERMS OF THIS EULA WHICH WILL BIND YOU.

- IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, WE WILL NOT LICENSE THE TRAINING MATERIALS TO YOU. IN THIS CASE YOU MUST NOT ACCESS, DOWNLOAD, COPY OR OTHERWISE USE ANY OF THE TRAINING MATERIALS.
- YOUR ATTENTION IS DRAWN TO THE FACT THAT THE TERMS OF THIS EULA INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 8.
- BY ENTERING THIS EULA YOU ACKNOWLEDGE THAT YOU WILL HAVE NO RIGHT TO WITHDRAW FROM THIS CONTRACT AND RECEIVE A FULL REFUND.

You should print a copy of this EULA for future reference.

1. Grant and scope of licence

- 1.1 In consideration of payment by the Licensee of the agreed licence fee for the Licence and you agreeing to abide by the terms of this EULA, we hereby grant to you a non-exclusive, non-transferable licence to use the Training Materials in the applicable territory and for the term set out in the Licence, and otherwise in accordance with the terms of this EULA.
- 1.2 You may:
- (a) access and use the Training Materials for your internal business purposes or your personal purposes (if you are a Consumer User) only on any computer, provided that such access is limited to one computer at any one time;
 - (b) access the Training Materials provided that such access is within the territory and term set out in the Licence; and
 - (c) receive and use any free supplementary update of the Training Materials incorporating updated information, "patches" and corrections of errors as may be provided by us from time to time.

2. Restrictions

- 2.1 Except as expressly set out in this EULA or as permitted by any local law, you undertake:
- (a) not to copy the Training Materials except where such copying is incidental to normal use of the Training Materials or expressly permitted by the identification of such part of the Training Materials as available for download or where such copying is in the form of making printed copies of any part of the Training Materials made available in a PDF or otherwise print-ready format, provided that you make only the minimum number of copies necessary and that all copies are destroyed on expiry of the EULA;
 - (b) not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify any part of the Training Materials;

- (c) not to make alterations to, or modifications of, the whole or any part of the Training Materials, nor permit the Training Materials or any part of them to be combined with, or become incorporated in, any other programs, materials, publications or similar;
- (d) not to disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Training Materials nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Training Materials with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Training Materials with another software program; and
 - (ii) is not unnecessarily disclosed or communicated to any third party without our prior written consent; and
 - (iii) is not used to create any software which is substantially similar to the Training Materials;
- (e) to keep all copies of the Training Materials secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Training Materials;
- (f) to include our copyright notice on all entire and partial copies you make of the Training Materials on any medium;
- (g) not to provide or otherwise make available the Training Materials in whole or in part, in any form to any person without prior written consent from us;
- (h) not to make use of the Training Materials in any way which may reasonably be considered to be in competition with our business;
- (i) to comply with all applicable technology control or export laws and regulations;
- (j) to keep confidential all user names and passwords relating to the Training Materials and not to permit anyone other than you to make use of your username or password to access the Training Materials;
- (k) not to disclose any answers to questions or permit anyone else to answer questions on your behalf where such questions form part of an assessed element of the Training Materials; and
- (l) to notify us of any actual or anticipated unauthorised or improper use of the Training Materials, including but not limited to anything contrary to this Condition 2.

2.2 You undertake not to use the Training Materials for anything other than their intended purpose, including but not limited to:

- (a) use of the Training Materials for your own commercial gain;
- (b) use of the Training Materials for any purpose which we, acting in our sole discretion, believe to be offensive, defamatory, discriminatory, intended to deceive others, promoting or constituting any illegal activity, likely to damage, disable, impair or compromise the Training Materials or our systems; or
- (c) any other purpose which we, acting in our sole discretion, believe not to be an intended purpose of the Training Materials.

3. Access to the Training Materials

- 3.1 The authentication email provided to you either by us or the Licensee allows you to create an account for the purpose of accessing the Training Materials (“**Account**”).
- 3.2 Whilst we endeavour to provide access to the Training Materials 24 hours a day we shall not be liable if for any reason the Training Materials are unavailable at any time or for any period.
- 3.3 We reserve the right to temporarily prevent you from accessing the Training Materials from time to time.
- 3.4 Access to the Training Materials or your Account may be suspended temporarily and without notice in the case of bandwidth shortage, system failure, maintenance or repair or for reasons beyond our control.
- 3.5 We may access any Account for the purposes of amending any administrative or technical details, correcting errors, removing any redundant Accounts and for any other reason which we, acting in our sole discretion, believe such access to be reasonably necessary.

4. Intellectual Property Rights

- 4.1 In this EULA “**Intellectual Property Rights**” means any and all intellectual property rights in any part of the world including copyrights, moral rights, lending rights, rights in databases, rights in performances, design rights, rights in inventions, patents, registered design rights, trade marks, passing-off rights, in each case whether registered or unregistered and including all rights to apply for and in applications for the grant, renewal, extension or right to claim priority from such rights, rights to sue for infringements, and all similar or analogous rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 4.2 You acknowledge that all Intellectual Property Rights in the Training Materials anywhere in the world belong to us or are licensed by us, that rights in the Training Materials are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials other than the right to use them in accordance with the terms of this EULA.
- 4.3 You acknowledge that you have no right to have access to the Training Materials or the Intellectual Property Rights included therein in any form other than that which they are provided in.

5. Data Protection

- 5.1 In this Condition 5, “**Personal Data**” has the meaning given in the Data Protection Act 1998 as amended from time to time.
- 5.2 By submitting any Personal Data to us, you agree to our collection, use and disclosure of such Personal Data in accordance with this Condition 5 and our privacy policy as made available on our website ([https://www.gis247.com/docs/GIS247 End-User Licence Agreement.pdf](https://www.gis247.com/docs/GIS247%20End-User%20Licence%20Agreement.pdf)) or in writing.
- 5.3 We shall, to the extent we process any Personal Data belonging to you:
- (a) maintain for the duration of the Licence such appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - (b) ensure all data is kept confidential;
 - (c) not transfer any Personal Data to any third party or allow any third party to process Personal Data on the Licensor’s behalf other than as notified to you from time to time;
 - (d) comply with any reasonable request you may make to amend, transfer, return or destroy the Personal Data or any part thereof;
 - (e) inform you if any Personal Data is lost or destroyed or becomes damaged, corrupted or otherwise unusable;
 - (f) refer any complaint, notice or communication received in relation to the processing of your Personal Data to you; and
 - (g) comply generally with the Data Protection Act 1998 as amended from time to time.
 - (h) your personal data shall be kept for up to 5 years after the expiry of the Licence Term. This is so if a new licence is purchased by your employer your Account can be re-instated.
 - (i) Your personal data can be deleted by your employer by deleting your Account.

6. Warranty

- 6.1 We warrant that:
- (a) the Training Materials will, when properly used and on an operating system for which they were designed, perform substantially in accordance with any descriptions we have provided; and
 - (b) be free from material defects in quality or workmanship;

for the avoidance of doubt the warranty set out in this Condition 6.1 shall not extend to cover any materials not manufactured, designed, programmed or created by us. Where we are not the creator of any Training Materials we shall

use reasonable endeavours to transfer to you the benefit of any warranty or guarantee given by the creator to us.

- 6.2 We do not warrant that the use of the Training Materials will be uninterrupted or error-free and nor do we warrant that there will be no viruses within the Training Materials.
- 6.3 We shall not be liable for a breach of any of the warranties in Condition 6.1 unless:
- (a) either you or the Licensee have given written notice to us of the breach within 3 Working Days (or, where you are a Consumer User, a reasonable time) of becoming aware of it; and
 - (b) we have had a reasonable opportunity after receiving the notice of the defect and both you and the Licensee have complied with any request to enable any examination of the Training Materials and remedy such defect.
- 6.4 The warranty does not apply if:
- (a) you make any further use of such Training Materials after we have been given notice under Condition 6.3; or
 - (b) the defect or fault in the Training Materials results from you having used the Training Materials in breach of the terms of this EULA; or
 - (c) the defect or fault in the Training Materials results from you having failed to follow any instructions we have provided (whether oral or in writing) as to the proper use of the Training Materials or (if there are none) good trade practice; or
 - (d) you or the Licensee have altered the Training Materials or otherwise interfered with them without our written consent.
- 6.5 If you are a Consumer User, this warranty is in addition to your legal rights in relation to Training Materials that are faulty or not as described. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards Office.

7. Limitation of Liability

- 7.1 You acknowledge that the Training Materials have not been developed to meet your individual requirements, and that it is the responsibility of the Licensee to ensure that the facilities and functions of the Training Materials meet your requirements.
- 7.2 Where you make a valid claim in respect of the Training Materials, we shall, at our option, be entitled to:
- (a) correct the Training Materials (or the part of the Training Materials in question) found not to conform to warranty at our cost; or
 - (b) re-perform the relevant part of any services we may provide found not to conform to warranty at our cost;

and subject to Condition 7.4 we shall have no further liability to you.

7.3 Subject to Condition 7.4, our liability in connection with the EULA shall be as follows:

- (a) in respect of any loss of profits, loss of business, loss of goodwill, loss of anticipated savings or loss of use, our liability shall be nil;
- (b) for any type of consequential, special or indirect loss or damage, our liability shall be nil; and
- (c) in respect of all other direct loss (whether in contract, tort or otherwise) our total liability under the EULA shall not exceed, in aggregate, the proportion of the applicable price paid for the Licence for the term during which the relevant loss arises which represents the proportionate cost of a single User.

7.4 Nothing in this EULA seeks to limit our liability for personal injury or death caused by our negligence in respect of which our liability shall be unlimited.

7.5 Subject to Condition 7.4, the Licensor shall have no liability under this EULA or otherwise if the Licensee has not paid any amount due under the Licence by the date on which it is due.

7.6 You and/or the Licensee cannot make separate claims under both the EULA and the Licence in respect of the same matter or set of circumstances.

7.7 This EULA sets out the full extent of our obligations and liabilities in respect of the supply of the Training Materials. Except as expressly stated in this EULA, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Training Materials which might otherwise be implied into, or incorporated in, this EULA whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

8. Limitation of Liability if you are a Consumer User

8.1 You acknowledge that the Training Materials have not been developed to meet your individual requirements, and that it is your responsibility to ensure that the facilities and function of the Training Materials meet your requirements.

8.2 If you are a Consumer User, we only supply the Training Materials for your domestic and private use. You agree not to use the Training Materials for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

8.3 If the Training Materials do not conform with the warranties given in Condition 6, you will be entitled to request:

- (a) a repair or replacement of the relevant part of the Training Materials; or, where we would not be able to fix the fault within a reasonable time
- (b) a refund of part or all of the applicable price paid for the Licence for the relevant term;

save that we will be entitled to provide a refund under Condition 8.3(b) where it would be disproportionately expensive, time-consuming or complex for us to repair or replace the Training Materials.

8.4 Our maximum aggregate liability under or in connection with the EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the applicable price paid for the Licence for the term during which the relevant loss arises. This does not apply to the types of loss set out in Condition 8.5.

8.5 Nothing in this EULA shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded or limited by English law.

8.6 If you are a Consumer User you cannot make separate claims under both the EULA and the Licence in respect of the same matter or set of circumstances.

9. Termination

9.1 This EULA will terminate immediately upon expiry or termination of the Licence for any reason. In the event of termination in accordance with this Condition 9.1, we will not notify you individually of termination but will inform the Licensee that termination has taken place.

9.2 This EULA will terminate automatically if you are not a Consumer User and cease to be employed by the Licensee in the territory specified within the Licence.

9.3 We may terminate this EULA immediately by written notice to you if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 30 days after the service of written notice requiring you to do so.

9.4 For the purposes of Condition 9.3, a breach shall be considered capable of remedy if you are able to comply with it in all respects other than as to the time of performance (provided that time of performance is not of the essence).

9.5 Upon termination of the EULA for any reason:

- (a) all rights granted to you under this EULA shall cease, in particular all licences to use the Training Materials and those licences granted in relation to our Intellectual Property Rights;
- (b) you must immediately cease all activities authorised by this EULA; and
- (c) you must immediately and permanently delete all copies of the Training Materials which you possess, regardless of the medium on which such copies are stored, and provide us with a written statement confirming such deletion has taken place within a reasonable time upon our request.

10. Alternative Dispute Resolution

- 10.1 Alternative dispute resolution (“**ADR**”) is a process by which an independent body will consider the facts of a dispute and seek to resolve them without the need for a court.
- 10.2 Where you are a Consumer User and you are dissatisfied with our handling of any complaint you can contact us at admin@gis247.com or use the EU Online Dispute Resolution Platform ([here](#)) to seek a resolution. For the avoidance of doubt, we do not undertake to take part in any ADR process and will notify you on a case-by-case basis of whether we will agree to take part in any ADR process.

11. Notices

- 11.1 If you are a Consumer User, if you wish to contact us in writing, or if any Condition on this EULA requires you to give us notice in writing, you can send this to us by email or by pre-paid post to Sological Solutions Limited at 15 Whitehall Court, Radcliffe-on-Trent, Nottinghamshire, NG12 2NJ or admin@gis247.com.
- 11.2 If you are not a Consumer User, any notice required or permitted to be given by either party to the other under this EULA shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice:
- (a) sent by post shall be deemed served on the next Working Day following posting where the notice is sent and received within the United Kingdom, or 7 Working Days following posting where the notice is sent and/or received outside of the United Kingdom;
 - (b) delivered personally shall be deemed served at the time of personal delivery, provided the same occurs on a Working Day; and
 - (c) sent by email shall be deemed served at the time of transmission provided that the transmission occurs on a Working Day and a confirmatory copy of the email is sent by post within 24 hours of transmission of the email.
- 11.3 To prove service it shall be sufficient to show that the email was transmitted to the email address of the other party or that the envelope containing the notice was properly addressed and posted.

12. Force Majeure

- 12.1 We will not be liable or be deemed to be in breach of this EULA by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the EULA, if the delay or failure was due to any cause beyond our reasonable control such as (but without limitation) any strike, lock-out or other form of industrial action, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors or inability to procure materials required for performance of the EULA.

12.2 We shall promptly notify you in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, we may terminate this EULA by written notice to you.

13. Other Important Terms

13.1 Where we have made reference to “**Working Days**” within this EULA they refer to the hours of 9:00 am – 5:00 pm GMT or BST as the case may be on days other than bank holidays or weekends in England.

13.2 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA. You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.

13.3 This EULA, and any document expressly referred to in it, constitutes the entire agreement between us and supersedes any previous agreements or understandings between us and may not be varied except in writing between us. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

13.4 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13.5 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

13.6 This EULA, and any dispute or claim arising out of or in connection with it or its subject matter and its formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law. We both irrevocably agree to the non-exclusive jurisdiction of the courts of England.

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