

## **THE GEOINFORMATION GROUP LIMITED END USER LICENCE AGREEMENT** **(EULA)**

The product/service you are accessing contains data owned by **The GeoInformation Group Limited**.

This Licence sets out **The GeoInformation Group Limited** terms for your use of the **The GeoInformation Group Limited data**.

Please read all these terms and conditions carefully before accessing and using any data so that you understand what **The GeoInformation Group Limited** allows you do with its data, where you should take care and what **The GeoInformation Group Limited** does not let you do.

By accessing, using and/or downloading the **The GeoInformation Group Limited** data you are deemed to have accepted these terms and conditions (and any variation of them) and be legally bound by them. If you are not happy with this, or any term is unacceptable to you, please do not access or use the **The GeoInformation Group Limited** data.

These terms may change at any time. We would advise that you regularly review them so that you remain familiar with them.

This Licence:

- ✓ Is granted (i) free of charge to you under the terms of the subscription your institution has taken with the Digimap service provided by EDINA; or (ii) under the contract between **The GeoInformation Group Limited** and your institution.
- ✓ Allows you access and use the **The GeoInformation Group Limited** data in this service solely for **Educational Use**.

This means **any** use in connection with teaching, learning, academic, research and private study.

It covers:

- a. All activities that a fair-minded and reasonable person would agree falls within the spirit and intention of 'Educational Use'.
  - b. Educational use at all levels – including schools, colleges, universities and research councils, whether on site or remotely.
- ✓ Is granted to you because, (and for the duration in which):
    - a. You are a current student, a current trainee teacher, or a current or retired staff member of staff, or a contractor who has entered into a written agreement for delivering services to, a recognised place of education whose services and systems you are authorised to use and are using, or you are an LEA Education Advisor;
    - b. You have been legitimately provided with a username, password and/or other secure authentication by that place of education and/or the provider of this service you are using to access or use **The GeoInformation Group Limited** data; and

c. You have registered with the provider of this service.

- ✓ Allows trainees, newly qualified and fully qualified teachers to use their secure login credentials during placements and when visiting institutions other than the place of education which issued them their secure login credentials.
- ✓ Allows you to generate, use, store and retrieve your own user content derived from **The GeoInformation Group Limited** data and use that as part of your Educational Use for as long as you remain registered to study or teach at the place of education whose services and systems you are using or your place of education continues to subscribe to this service.
- ✓ Allows you to use and incorporate other third-party data with **The GeoInformation Group Limited** data.
- ✓ Allows you to publish small extracts of **The GeoInformation Group Limited** data to inform others about your Educational Use of **The GeoInformation Group Limited** data in articles and at events that intend to share or widen knowledge, such as in academic papers or in presentations at educational conferences.
- ✓ Allows you to share **The GeoInformation Group Limited** data with others who are licensed to the same service that your place of education subscribes to for as long as either of you remain registered to study or teach at the place of education whose services and systems you are using or the place of education continues to subscribe to this service.
- ✓ Allows you to use the **The GeoInformation Group Limited** data for limited administrative use, for example, to show the location and extent of your place of education, any of their other fixed assets, and/or the location of, and directions to, an event organised by them, provided that such use is fair and reasonable.

In return, You must:

- ! Take appropriate measures to keep the passwords and other secure login details which allow you to access the service which delivers the **The GeoInformation Group Limited** data confidential at all times.
- ! Not disclose, share or allow others to use your password or other individual login details that you have been issued with.
- ! Take appropriate measures to make sure all **The GeoInformation Group Limited** data you use is secure from any unauthorised use or access, for example, by not providing copies of **The GeoInformation Group Limited** data to anyone unless you know they have accepted this Licence.
- ! Inform your place of education and the service provider immediately if you know or suspect that your password or other secure login details have been used by someone else.

- ! Acknowledge the copyright and other intellectual property rights which subsist in the **The GeoInformation Group Limited** data by retaining/including these words in a conspicuous position on any display or reproduction of **The GeoInformation Group Limited** data in any materials or media that you create as part of your Educational Use:

**“Digital Map Data © The GeoInformation Group Limited 2019”**

where “*year*” is the current year.

Under this Licence you must not do the following:

- Ø Use or make the **The GeoInformation Group Limited** data available to third parties (other than those parties specifically referred to in paragraph 2 in the small print below).
- Ø Create any products or services which have benefitted from, relied on or made any use of **The GeoInformation Group Limited** data, for the purpose of financial gain or monies worth, or any other commercial purpose of gain (including, without limitation, creating products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using **The GeoInformation Group Limited** data).
- Ø Create any free products or services which have benefitted from, relied on or made any use of **The GeoInformation Group Limited** data (including, without limitation, creating products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using **The GeoInformation Group Limited**).
- Ø Make the **The GeoInformation Group Limited** data available for free or for commercial purposes in a published format (e.g. books, ebooks, apps etc).
- Ø Use the **The GeoInformation Group Limited** data in a way that could damage the reputation of **The GeoInformation Group Limited**, the **The GeoInformation Group Limited** data or bring either of them into disrepute. For example (by way of non-exhaustive illustration only) you may not change (add, erase, amend etc) country boundaries or name.

If you want to perform any of these acts, you must tell **The GeoInformation Group Limited** and it can then be agreed how that occurs.

### 1. Parties

This Licence is between **The GeoInformation Group Limited, (we/us/our/)** and the person or organisation who downloads our data (**you/your**).

Our registered address is Station House, Station Road, Linton, Cambridgeshire, CB21 4NW. You and we are each a **party** and together the **parties**.

### 2. Grant and Scope of your licence to use our data

- a. Subject to the restrictions referred to in this Licence, (together with the service fee paid by your place of education) we grant you a non-exclusive, non-transferable, revocable licence to:
  - i. access and use our data, solely for your Educational Use or Limited Administrative Use;
  - ii. Share our data that You have downloaded with other persons who you know have also entered into this Licence; and
  - iii. Share our data which You have downloaded with public bodies who are working with you on a collaborative research project and who are themselves independently licensed to use our data.
- b. 'Educational Use' means use for or in connection with teaching, learning, academic and sponsored research and/or private study, at or in connection with a place of education, whether on site, or remotely. It covers use at all levels, including schools, colleges, universities, research councils and other related entities. It covers any activities that a fair minded and reasonable would consider falls within the spirit and intention of 'Educational Use'.
- c. 'Limited Administrative Use' means fair and reasonable use to show the location and extent of a Place of Education, any of their other fixed assets, and/or the location of, and directions to, an event organised by it.
- d. This Licence commences with effect from the date you first request access to and/or use our data.

### 3. Intellectual Property Rights

- a. We own all the intellectual property rights in our data.
- b. All rights not expressly granted are reserved to us and our licensors.

### 4. Feedback

At our request, you will give us reasonable details about your use of our data under this Licence by whatever means we might reasonably request.

### 5. No Warranty

- a. It is your responsibility to ensure that **our** data you request is what you need.

- b. Our data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for your particular purpose.
- c. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of our data are hereby excluded to the fullest extent permitted by law.

## **6. Liabilities**

- a. There is nothing in this Licence that excludes or limits your liability for a contractual breach of this agreement or an infringement of our intellectual property rights.
- b. Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused by negligence.
- c. You warrant that you will not breach any of the restrictions agreed under this Licence and you hereby agree to indemnify us against any claims that result from your breach of this warranty and or this licence. This indemnity shall survive termination of this licence.
- d. Subject to the above, neither party shall be liable to the other for indirect, special, punitive, incidental or consequential loss or damage (howsoever caused) which occurs as a result of the use of, or lack of performance of our data.

## **7. Termination**

- a. Either party may terminate this Licence with immediate effect.
- b. Your service provider also has the right to terminate this Licence on behalf of us with immediate effect.
- c. This Licence will automatically terminate when you cease being a student or member of staff at the place of education whose services and systems you are using, or your other association with the place of education ceases.
- d. Termination or expiry shall not affect either party's accrued rights and remedies.
- e. On termination, you shall (except in respect of any of our data for which at the time of termination or expiry, you have an appropriate licence from us):
  - I. immediately cease accessing the service and using our data;
  - II. inform your place of education that your password or other login details should be deactivated;
  - III. destroy (or at our option return) all of our data that you hold or for which you are responsible, including any of our data that is embedded into any other material and provide written confirmation that you have done so at our request;
  - IV. make sure anyone else you have supplied our data to under this Licence also adheres to the terms of this Licence re ongoing use of the Licensed Data.
- f. If you continue to access and use our data after this Licence has terminated your access and use will be unlawful and you will be liable for copyright and database right infringement and we will be entitled to pursue legal proceedings against you.

- g. Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

## **8. Data Protection**

- a. Information identifying you (referred to as 'personal data' under data protection law) may be lawfully shared and processed between/by your service provider and us in certain circumstances, including where it is necessary for the performance of the contract(s) to which you are a party, for the purposes of pursuing our legitimate interests, or you have given consent to the specific processing. Your personal data will only be disclosed to, and processed by us in the following circumstances:
  - I. To enable us to investigate any actual or suspected breach of this Educational User Licence or the agreement between us and your service provider, or other misuse or infringement of our data; or
  - II. Where you give your specific consent, to enable us to understand / monitor the use of our data in the education sector or feature your specific work.
- b. Any sharing or processing of your personal data will be in accordance with Data Protection Law.
- c. The GeoInformation Group warrant that they will comply with all applicable laws and regulations relating to the processing of personal data, including the EU General Data Protection Regulation 2016/679 ("GDPR") ("Data Protection Legislation"). Capitalised terms used in this Clause 8 shall have the meaning provided in the Data Protection Legislation. The GeoInformation Group will act as an independent Data Controller in respect of Personal Data related to EDINA shared between the parties pursuant to this Agreement.
- d. The GeoInformation Group will implement appropriate technical and organisational measures to protect against unauthorized or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Pursuant to this Agreement You may gain access to Personal Data held by The GeoInformation Group. In handling and Processing this Personal Data
- e. The GeoInformation Group will not transfer Personal Data outside the country from which the information was collected, or from which the parties otherwise accessed or obtained such Personal Information unless (i) the transfer is to a country deemed to provide an 'adequate' level of data protection by the European Commission, (ii) appropriate safeguards have been implemented pursuant to Article 46 of the GDPR, or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

## **9. Other General Provisions**

- a. This Licence sets out the entire contract in respect of the subject matter of this Licence.
- b. We reserve the right to change this Licence, including the availability of any of our data, at any time. All such changes shall become incorporated into this Licence immediately.

- c. You shall provide us and your service provider with all reasonable assistance in investigating, remedying and pursuing any third party for any suspected unauthorised or unusual access and/or misuse of our data.
- d. We are entitled to assign, transfer or novate the benefits and obligations of this Licence. You are not entitled to subcontract, assign, transfer or novate the rights and/or obligations under this Licence.
- e. This Licence will be governed by English law and both parties agree to the exclusive jurisdiction of the English courts.