



# G-Cloud 13 Service Agreement



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## viaEuropa

### G-CLOUD 13 SERVICE AGREEMENT

This Service Agreement applies when you use the viaEuropa service procured through G-Cloud 13. Please read it carefully. If you use the Service you are deemed to have accepted it. If you do not agree to it you must not use the Service.

#### 1. Contract Terms

1.1 We have agreed to allow you to access our viaEuropa service on the following terms.

1.2 In these terms:

"Service" means the viaEuropa service licensed under these terms, and

"we" and "us" means Europa Technologies Ltd. a company registered in England under number 2535338 and whose registered office is at Coveham House, Downside Bridge Road, Cobham, Surrey KT11 3EP, United Kingdom.

#### 2. Our Obligations

2.1 We grant to you a non-exclusive, non-transferable licence to access and use the Service until termination.

2.2 The data and content of the Service shall be as notified by us to you.

#### 3. Your Obligations

3.1 You must pay our charges for the Service within terms detailed in your quotation. We reserve the right to suspend the Service if our charges are overdue for payment by you.

3.2 You will follow all reasonable instructions given by us from time to time with regard to the use of the Service. You shall permit us, at all reasonable times, and at our expense to verify that your use of the Service is within the terms of this Agreement.

3.3 You agree that you will not use the Services for the commission of any criminal offence, the transmission of any offensive material or in any way which is an infringement of any third party's rights.

3.3 You agree that you will not use the Service beyond the permitted use levels agreed with us.

3.4 Caching for the benefit of multiple users or redistributing maps and/or data served from the Service is prohibited, unless expressly permitted by us. Such content may, however, be cached on mobile devices (specifically smartphones and tablets) for offline use. Each device must populate its cache using direct requests to the Service. Further redistribution from a cache is prohibited. "Scraping" or any mass download

(including automation software or processes) for purposes other than offline caching on mobile devices is prohibited, unless expressly permitted by us.

- 3.5 You agree that you will not use the service for anything other than business operations, i.e. no personal use.
- 3.6 You agree to only share access details or other information relating to the service with your employees, the employees of your licensed contractors and (where expressly permitted by us) other licensed parties. Licensed contractor staff may only use the service when carrying out work on behalf of the organisation subscribed to the service.
- 3.7 You agree to maintain a valid licence for the use of data served through viaEuropa. This may be through a centralised agreement such as the Public Sector Geospatial Agreement (PSGA), Northern Ireland Mapping Agreement (NIMA), Aerial Photography Great Britain (APGB) or Royal Mail Public Sector Licence (PSL). Alternatively, licensing of certain data may be arranged through us.

#### 4. **Service Availability and Termination**

- 4.1 This Agreement shall last for an initial term, and may then be extended, in accordance with the terms of your G-Cloud call-off agreement.
- 4.2 The Services may require you to take on third party data supply contracts (which may either be through us or through third parties). Termination of this Agreement will not automatically terminate such supply contracts for which you will continue to be responsible.
- 4.3 Upon termination of this Agreement you will stop using the Services and your right to use the Services will terminate immediately.
- 4.4 If you terminate this Agreement for convenience, no Charges for Services will be refunded. Any Charges for Services invoiced but not yet paid will still be due.

#### 5. **Service Levels**

- 5.1 We will provide you with technical information and reasonable support required to integrate the Service. You agree to implement the integration work required at your own expense.
- 5.2 Whilst we take reasonable steps to check the Service we do not warrant that the Service will be uninterrupted, meet your requirements or be error-free. We shall not be responsible for the accuracy of any information or data provided to us by a third party.
- 5.3 The target service level is 99.9% availability. Service credits are offered when the Service is unavailable for periods of 45 minutes or more in any calendar month. "Outage" means a failure of the viaEuropa services. You will have one day's worth of your monthly service fee credited to your account if the total outage period in a month is 45 minutes or more and an additional day for each additional 30 minutes of downtime up to 50% of your monthly hosting fee. Service credits exclude third party licence fees. Service credits are reflected in your next invoice. Should your account

be in credit at the end of the Agreement you may apply to us for a refund of the account balance.

Outages do not include “Excluded Events”. Excluded Events means where the Service is not available for one or more of the following reasons:

- Scheduled Maintenance. Scheduled maintenance is usually associated with new releases or upgrades, hotfixes to correct defects, and essential system maintenance. During a scheduled maintenance period, the Service may be unavailable. The standard window for scheduled maintenance is between 00:01 Saturday and 23:59 Sunday UK time. Where scheduled maintenance is required outside of those hours, you will be notified at least 5 business days in advance whenever possible, and the scheduled maintenance will normally occur outside the times of 09:00 to 18:00 UK time, Monday to Friday, excluding public holidays in England.

- Faults in the appearance or content of third party data or other third party data issues.

- Circumstances beyond our reasonable control. In such circumstances we shall use our reasonable endeavours to restore the Service and keep you informed of what is happening.

- Suspension or termination of the Service arising through your breach of this Agreement.

- Where the Service is not available due to your own computers, systems, software, data and/or infrastructure, or where no fault can be found.

## 6. **Intellectual Property Rights**

Either we or our licensors own all copyright, trade mark or other intellectual property rights of whatever nature that subsist in or in connection with the Service. You agree to display any copyright message or acknowledgement required by third party suppliers of data used in the Service. You agree not to make any unauthorised copies of any maps or data provided in connection with the Service.

## 7. **Limits of Liability**

7.1 Except that we will indemnify you for direct physical injury or death caused by defects in the Service, in no event shall either party be liable to the other for any indirect, consequential or special loss of whatever nature, whether occurring in contract, tort, negligence or otherwise.

7.2 We do not warrant that the Service will be fit for any purpose that has not been expressly agreed with us.

## 8. **Data Protection**

Each party agrees to comply with its obligations under the data protection legislation (including UK GDPR).

## 9. **General Provisions**

9.1 **Assignment**

You may not assign any of your obligations under this Agreement without our prior written consent.

9.2 **Force Majeure**

Neither party shall not be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control, including but not limited to any industrial dispute.

9.3 **No Third Party Rights**

No one (other than a party to this Agreement) may enforce any rights under this Agreement.

9.4 **Governing Law and Jurisdiction**

This Agreement is governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.