



## **XMAP Services**

Terms and Conditions

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## 1. PLAIN-ENGLISH SUMMARY (PUBLIC SECTOR)

These Terms set out how public-sector organisations may use XMAP services provided by Geosphere Ltd.

In summary:

- XMAP is a **subscription-based software service**, not a transfer of ownership.
- It may be used to support **statutory functions, public duties, and emergency response**.
- You own your data. We process it only to provide and support the service.
- We support compliance with **UK GDPR, FOIA, public-sector audit, and security obligations**.
- Service availability, support, and liability are set at levels commonly accepted across UK public-sector procurement.
- When the contract ends, you can export your data in an open format.

This summary is not legally binding. The full terms below apply.

## 2. PARTIES AND STATUS

2.1. “XMAP”, including all derivatives such as XMAP Suite, XMAP Cloud GIS, XMAP Data Feeds, XMAP Publisher, XMAP Public Map, Parish Online, Hub, or any other “XMAP”-branded service (together, the Service), is provided by Geosphere Ltd, Church Cottage House, Church Square, Basingstoke, RG21 7QW, United Kingdom (company number 11348164) (Geosphere, we, us).

2.2. These Terms and Conditions form a legally binding agreement between Geosphere and the subscribing public-sector organisation (**Customer, you**).

2.3. The Customer may include:

- UK Local Authorities and combined authorities;
- Emergency services, including police, fire and rescue, ambulance, and civil contingencies bodies;
- NHS Trusts, Integrated Care Boards, and other NHS organisations;
- UK Government departments, executive agencies, non-departmental public bodies, and arm’s-length bodies; and
- Any other public authority or body exercising statutory or public functions.

## 3. CONTRACT STRUCTURE

3.1. This agreement consists of:

- these Terms and Conditions;
- any order form, quotation, framework call-off, or subscription confirmation (**Order**); and

- any Data Processing Agreement incorporated under clause 13,  
(together, the **Agreement**).

- 3.2. If there is any conflict between documents, the Order shall take precedence over these Terms.
- 3.3. Where the Customer enters into this Agreement via a public-sector framework (including CCS frameworks), these Terms shall be interpreted consistently with that framework.

## 4. DEFINITIONS

- 4.1. **Agreed Use** means use of the Service in accordance with this Agreement to support the Customer's statutory, operational, regulatory, public-service, or emergency-response functions.
- 4.2. **Annual Fee** means the subscription fee payable in advance for each Subscription Term.
- 4.3. **Customer Data** means all data, content, and information submitted to or generated within the Service by or on behalf of the Customer.
- 4.4. **Licence** means the licence granted under clause 4.
- 4.5. **Mapping Data** means raster or vector data supplied by Geosphere, the Customer, or third parties.
- 4.6. **Subscription Term** means the initial twelve (12) month term and any renewal periods.

## 5. LICENCE AND PERMITTED PUBLIC-SECTOR USE

- 5.1. Geosphere grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to access and use the Service during the Subscription Term for the Agreed Use.
- 5.2. The Service may be used:
- by the Customer's employees, officers, contractors, volunteers, and agents acting within the scope of their duties; and
  - to support internal operations, statutory functions, public-facing services, regulatory activities, and emergency planning or response.
- 5.3. The Customer may make outputs from the Service available to third parties where required:
- to comply with statutory duties;
  - to support inter-agency collaboration or emergency response; or
  - for transparency or public information purposes,
- provided the underlying Service is not resold or commercially exploited.
- 5.4. The Customer shall not:
- copy, modify, reverse engineer, or create derivative works of the Service itself; or

- provide third parties with direct access to the Service except as expressly permitted under this Agreement.

## **6. INTELLECTUAL PROPERTY**

- 6.1. All intellectual property rights in the Service remain the exclusive property of Geosphere or its licensors.
- 6.2. Nothing in this Agreement transfers ownership of intellectual property rights to the Customer.
- 6.3. The Customer retains all rights in Customer Data.
- 6.4. The Customer grants Geosphere a limited, non-exclusive licence to process Customer Data solely to:
  - provide, support, and maintain the Service;
  - comply with legal obligations; and
  - improve the Service in an aggregated and non-identifiable manner.

## **7. SERVICE AVAILABILITY AND SUPPORT**

### **AVAILABILITY**

- 7.1. Geosphere targets 99.9% service availability measured monthly, excluding:
  - scheduled maintenance;
  - emergency maintenance; and
  - outages caused by third-party infrastructure or force majeure events.
- 7.2. If availability falls below this level for a continuous period exceeding four (4) hours in a given month, the Customer shall be entitled to a pro-rata service credit, capped at 25% of the Annual Fee for that month.
- 7.3. Service credits are the Customer's sole and exclusive remedy for availability failures.

### **MAINTENANCE**

- 7.4. Scheduled maintenance will be notified in advance where reasonably practicable and, where possible, scheduled outside normal UK business hours.

### **SUPPORT**

- 7.5. Support is provided Monday to Friday, 09:00–17:00 UK time, excluding UK public holidays.
- 7.6. Target response times:
  - Critical issues (including service unavailability affecting emergency or statutory use): 4 business hours
  - Non-critical issues: 1–2 business days

## **8. CUSTOMER DATA AND PUBLIC-SECTOR OBLIGATIONS**

- 8.1. The Customer retains full ownership of all Customer Data.
- 8.2. Geosphere acts solely as a data processor in respect of Customer Data.
- 8.3. Geosphere shall:
  - process Customer Data only on the Customer's documented instructions;
  - not disclose Customer Data except as required to provide the Service or by law; and
  - support the Customer in meeting statutory data-handling obligations.

## **9. DATA BACKUPS AND RESILIENCE**

- 9.1. Geosphere performs daily backups and maintains a disaster recovery and business continuity plan appropriate to a public-sector SaaS service.
- 9.2. In the event of data loss, Geosphere shall use reasonable endeavours to restore data from the most recent backup.
- 9.3. The Customer acknowledges that data entered after the most recent backup may not be recoverable and remains responsible for maintaining appropriate local records where required by law.

## **10. CUSTOMER OBLIGATIONS**

The Customer shall:

- 10.1. Use the Service in compliance with all applicable laws, including:
  - UK GDPR and the Data Protection Act 2018;
  - public records and information governance requirements; and
  - sector-specific statutory obligations.
- 10.2. Ensure that only authorised users access the Service.
- 10.3. Ensure it has a lawful basis for all personal data processed using the Service.
- 10.4. Not process special category or sensitive operational data unless:
  - necessary for statutory or emergency functions; and
  - appropriate safeguards are in place.

10.5. Ensure any third-party integrations comply with this Agreement.

## **11. CIVILITY AND PROFESSIONAL CONDUCT**

11.1. Both parties shall ensure all interactions are conducted professionally and respectfully.

11.2. Abusive or threatening behaviour may result in suspension or termination following reasonable notice.

## **12. FEES AND PAYMENT**

12.1. The Annual Fee shall be payable in advance in accordance with the Order.

12.2. Geosphere may suspend access for non-payment following reasonable notice, except where payment is delayed due to bona fide public-sector payment processes.

## **13. FREEDOM OF INFORMATION AND AUDIT**

13.1. The Customer may be subject to the Freedom of Information Act 2000, Environmental Information Regulations 2004, or equivalent transparency obligations.

13.2. Geosphere shall:

- provide reasonable assistance to enable the Customer to comply with such requests; and
- notify the Customer promptly of any request received directly relating to the Service or Customer Data.

13.3. Nothing in this Agreement shall prevent the Customer from disclosing information where legally required.

13.4. Geosphere shall, on reasonable notice, permit audit by or on behalf of the Customer where required by law, regulation, or framework conditions, subject to reasonable confidentiality and security controls.

## **14. DATA PROTECTION (UK GDPR)**

14.1. The Customer is the data controller and Geosphere is the data processor.

14.2. Geosphere shall:

- implement appropriate technical and organisational security measures;
- assist with data subject requests, DPIAs, and regulatory enquiries;
- notify the Customer without undue delay of any personal data breach.

14.3. Sub-processors may be engaged subject to equivalent contractual safeguards.

14.4. A Data Processing Agreement forms part of this Agreement and is available upon request or via Geosphere's website.

## **15. WARRANTIES AND LIABILITY**

15.1. The Service is provided "as is".

15.2. Geosphere does not warrant:

- the accuracy of mapping or analytical outputs; or
- that the Service will be error-free or uninterrupted.

15.3. To the maximum extent permitted by law, Geosphere excludes liability for:

- loss of profit, revenue, or anticipated savings;
- loss of goodwill or reputation; and
- indirect or consequential loss.

15.4. Geosphere's total liability shall not exceed 150% of the Annual Fee paid in the twelve (12) months preceding the claim.

15.5. Nothing in this Agreement limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any liability that cannot lawfully be excluded.

## **16. TERMINATION**

16.1. This Agreement renews automatically unless either party gives at least thirty (30) days' written notice before the end of the Subscription Term.

16.2. The Customer may terminate early with thirty (30) days' notice. Fees already paid are non-refundable.

16.3. Geosphere may terminate or suspend access for material breach following reasonable notice.

16.4. On termination:

- access to the Service shall cease;
- Customer Data will be available for export for up to twelve (12) months in a commonly used open format; and
- additional exports may incur a reasonable fee.

## **17. CHANGES TO THESE TERMS**

17.1. Geosphere may update these Terms with at least thirty (30) days' notice.

17.2. If changes are material, the Customer may terminate without penalty before the changes take effect.

## **18. GENERAL**

18.1. This Agreement constitutes the entire agreement between the parties.

18.2. Neither party shall be liable for failure caused by force majeure events.

18.3. No partnership or agency relationship is created.

18.4. If any provision is held invalid, the remainder shall remain in force.

## **19. GOVERNING LAW**

This Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.