



## Terms & Conditions

**Binding Contract/Modifications/Conditional Use:** The mapping visualization and reporting system services you are about to access (the "Services") were created and are made available by MAPCITE.com (MAPCITE). By using the Services; downloading, installing or otherwise using any software and content made available in conjunction with the Services ("Software"); or using any features of MAPCITE.com (the "Site"), (1) you agree to be bound by the following terms, and (2) you represent (i) that you have been authorized to accept these terms on behalf of your employer or other organization (in which event "you" and "your" shall refer to you and your employer or other organization hereinafter called the "Licensee"), or (ii) that you intend only to be personally bound to the terms of this agreement.

If you accept these terms on behalf of your employer or other organization, for which you are authorized to act, you may use the Services, Software and Site only on behalf of your company. If you intend to be personally bound only, use of the Services, Software and Site is limited to your personal use. IF YOU ARE NOT SO AUTHORIZED OR DON'T AGREE TO THESE TERMS, YOU MAY NOT USE THE SOFTWARE, SERVICES OR SITE FEATURES OR FUNCTIONS.

By using the Services, Software or any features of the Site, you are creating a binding agreement between MAPCITE and you, as well as your employer or other organization for which you are acting.

When ordering the Services, you will be required to designate an administrative contact (the "Administrative Contact"). The Administrative Contact shall be responsible for communicating all changes, notices and other information relating the use of the Services, Software or Site by any end-user within your organization. This agreement can be modified at any time by MAPCITE by notifying the Administrative Contact (which may be done electronically). YOUR USE AFTER NOTICE CONSTITUTES YOUR ACCEPTANCE OF THE MODIFIED TERMS. IF YOU DO NOT AGREE WITH THE NEW TERMS, YOU ARE NOT PERMITTED TO CONTINUE USING THE SITE OR SERVICES.

### 1. Software License and Restrictions

Subject to these Terms, MAPCITE grants you a personal, non-transferable and non-exclusive right and license to use its Software, and to access and use the Services made available through this Site, only for your personal use and/or business purposes. The Service is intended solely to provide visual displays of existing data. The Service is intended to be used for informational purposes only. When using this for operational or decision-making purposes, you are responsible for verifying the accuracy of the results produced by the service.

You agree that the Software contains confidential and trade secret information of MAPCITE and its licensors and that you may not: disclose such confidential information to third parties; decompile or reverse engineer any Software code we may make available; modify the Software; or sell, assign, sublicense, redistribute, resell, or otherwise transfer any right in the Software, Services or Site unless such activity is expressly permitted or required by law or has been expressly authorized by MAPCITE in writing. Notwithstanding the foregoing, you may copy and display, to your actual and prospective customers, captures of the data displays our Service generates from content you submit; provided, however, that such copy contain the unmodified logo, corporate name or other attribution depicted on each page of the Service, or an unmodified copy of our logo accessed, appendix 2, is pasted on each page of the data display. Except where specifically excluded in your order form, you are



responsible for procuring and providing a suitably registered key for the Bing Maps service and adhering to the Bing Maps terms and conditions.

Please Note: All licences are provided on a monthly or 12 monthly basis only. If you wish to resize the machine within your licence term, please contact us. Your remaining term will be charged at the new rate. Such transactions and the calculation of such transactions are at MAPCITE's absolute discretion

## 2. End Users

You may grant access to the number, of purchased licenses, of end users (each an "End User") as designated by the administrative contact when ordering the Services. Where MAPCITE provides software without charging (excluding time limited or evaluation copies), use of the software is limited to one "End User" per organization. Each End-User will be provided with a separate log-in ID and password for the creation of an End-User account. Each End-User account may only be accessed by the End-User for whom such Services were ordered. You may add additional End-Users to your account at any time by ordering licenses for additional End-Users and paying the pro-rated license fee for the remainder of the license period for such additional End-Users. Prior to accessing the Services, each End-User shall agree to be bound by the End-User Code of Conduct. You shall be responsible for ensuring that all End Users using the Service pursuant to your account comply with the provisions of this Agreement and the End-User Code of Conduct.

You agree that you are responsible for the actions of any End-Users accessing the Software, Services or Site through your account. You are responsible for informing End-Users of any changes to this Agreement, the Privacy Policy or any related agreements.

## 3. Evaluation License

In the event your license is to use the Software, Services and Site is for evaluation purposes only. MAPCITE will notify you at least ten business days prior to the end of the evaluation period. In the event that you desire to continue to use the Service and/or Software following the evaluation period, you will be required to agree to the terms of our paid Subscription or License Agreement and agree to pay the license or subscription fee for the Software and Service. It is the sole responsibility of the evaluation user license holder to maintain copies of any data you enter while using the evaluation license. At the end of the evaluation license all data will be lost unless your contract is extended to our paid subscription or enterprise license agreement.

## 4. N/A

## 5. Code of Conduct/Right to Terminate

- You will not post or distribute any materials that are abusive, libellous, defamatory, vulgar, profane, or obscene; or that are fraudulent or deceptive; or that violate anyone's copyrights or other intellectual property; or that violate anyone's confidentiality or privacy; or that harass, threaten, annoy, or are otherwise inappropriate.
- You will not post or transmit any advertising, promotional materials, or other forms of solicitation; post or transmit any file that contains viruses, corrupted files, "Trojan Horses," or any other contaminating or destructive features that may damage someone's computer; or take any action that imposes an unreasonably or disproportionately large load on our infrastructure or damages or disrupts the functioning of our systems or Services.
- You shall not sell, resell, rent or lease the Services.



- You will comply with the software usage, data usage and privacy policies of their employer or other organization on whose behalf you are accessing the Services
- You will not upload post, transmit or otherwise make available any content or data that infringes any patent, trademark, copyright, trade secret, or other proprietary right of any party, unless you are the owner of the rights or have the permission of the owner or other legal justification to use such content or data.
- You will not upload, post, transmit or otherwise make available any content or data prohibited by applicable law.
- You will not use the Service, Software or Site in any manner that violates applicable local, state, national or international law.
- You will not upload any data that is libellous, slanderous or tortious nor will you use the Service, Software or Site to "stalk" or otherwise harass another person or in any manner that violates the privacy rights of any person.
- Unauthorized access to our Site is a breach of these Terms of Use and may also violate the law. You agree not to access our Site by any means other than through the interfaces we provide for such use.
- You will not falsely identify the source of any communications or materials, deliberately mislead anyone as to your identity (including impersonating a representative of MAPCITE), and use the Site to transmit unsolicited email, disclose material, non-public information about any company or otherwise act contrary to the law.
- You are responsible for statements made and actions taken through the use of your password. You agree to immediately notify us of any actual or suspected unauthorized use of your username and password.
- You agree that all user feedback, data, comments, suggestions, information, text, data, software, sounds, photographs, audio, audio-visual, video, artwork, graphics, messages and other content of any nature that are transmitted to or via the Site ("Content") are the sole responsibility of the person from which the Content originated. This means, in part, that you, and not MAPCITE, are entirely responsible for the Content you transmit through the Site. You also understand that by using the Site you may be exposed to Content that is offensive, objectionable or indecent and you agree not to hold us responsible for any such Content. We can terminate your access to the Site, Software and Services, at any time, without prior notice and at our sole discretion, (i) for failure to pay any fees or charges invoiced to you, (ii) for any other actual, apparent, threatened, or accused misconduct, or (iii) in our discretion for any reason.

## 6. Uploaded Materials

You represent that you will have the right to post or upload to our Site any Content that you do post or upload, and you hereby license us and other members and users to make unrestricted and perpetual use of any such content you make available in a public area of the Site. You will indemnify us and any members who get sued because you violate this representation or act to cancel the license.

## 7. Objectionable Content/Copyright Takedown

If you believe your rights have been violated by, or you otherwise object to, any posting, information or other Content on the Site, please contact us promptly so we can evaluate the claim and take appropriate action. If your objection relates to copyright infringement, please observe the following paragraph. Copyright Policy: Without limiting the above, it is MAPCITE's policy to respond promptly to claims of copyright infringement, and to remove, or disable access to, infringing material. If you



believe that any of the Content or materials appearing on this Site contain infringements, please send a notice to us at the following address [admin@mapcite.com](mailto:admin@mapcite.com). Your notice should contain the following: a physical or electronic signature of a person (i.e. claimant) authorized to act on behalf of the copyright owner; identification of the copyrighted work claimed to be infringed; identification of the content or material claimed to be infringing; a reference or link to the infringing material or activity, or the subject of the infringing activity, including information to enable us to locate that material or reference; the address, telephone number or email address of the claimant; a statement that the claimant has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notice is accurate and, under penalty of perjury, that the claimant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## 8. Third Party Sites and Products

The Service allows you to access and view a variety of content (including, for example, map data) provided by MAPCITE's licensors (the "Third Party Content"). You understand and agree to the following:

- (i) Map data, geocoding and related Third Party Content are provided for demonstration purposes only. Map data may contain information which is outdated, incorrect or otherwise not accurate and therefore you should exercise extreme caution when using this data.
- (ii) By using the Service, you do not receive any, and MAPCITE and/or its licensors retain all ownership rights in, the Software, the Site and all content provided by MAPCITE or its licensors in connection with the Service or the Site. In addition the "Licensee" shall be responsible for adhering to, and, subscribing to all third party external license arrangements and costs for example on-line map provision. As specified in the order form for all versions of the MAPCITE tool the user is responsible for the registered Bing key and its download and payment, if applicable, and use thereof.

## 9. Data Storage/Security

We will make reasonable attempts to backup data. However, because the success of this process depends on equipment, software and services over which we have at best limited control, you agree that MAPCITE has no responsibility or liability for the deletion or failure to store any data or other Content or communications maintained or transmitted by the Service. You acknowledge that MAPCITE may have set no fixed upper limit on the number of transmissions you may send or receive through the Site or Service or the amount of storage space used; however, we retain the right, at our sole discretion, to create limits at any time with or without notice. MAPCITE takes reasonable steps to secure the data and Content transmitted by you. However, MAPCITE cannot guarantee that the Content and data transmitted by you will remain secure.

## 10. Disclaimer of Warranties

Limitation of Liability:

- All services and software are provided as-is. Neither we nor any of our partners make any warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to our site, software, any content, or any of our services, tools, products, or properties. Without limiting the foregoing, neither MAPCITE nor any of our partners make any warranty that the quality of any products, services, information, or other content that you purchase or obtain from the use of our services will meet your expectations or that the operation of the services will be error free or that any errors will be corrected.



- MAPCITE does not warrant or make any representation regarding the use or results of the use of the services or software in terms of their correctness, accuracy, quality, reliability, appropriateness for a particular task or application or otherwise. No oral or written information or advice given by MAPCITE shall create a warranty or in any way increase the scope of the warranties provided in this agreement. You expressly agree that you assume the entire risk as to the quality and performance of our services and the accuracy, timeliness or completeness of our content. Additionally, to the fullest extent permitted by law, MAPCITE disclaims any liability for the security, reliability, timeliness, and performance of the services, software or site.
- MAPCITE disclaims any responsibility for the deletion, failure to store, deliver, untimely delivery of any information or material. You are responsible for all actions on the Site by you or under your account.
- You agree that MAPCITE and its officers and employees will have no liability to you whatsoever, direct or indirect, for any damage, loss or expense you suffer as a result of your visiting our Site, using our Services or Software, viewing another site from ours, obtaining information, content, products or services from our affiliates, or otherwise arising from your relationship with us, even if we have been advised of the possibility of such damages. This includes, but is in no way limited to, loss or injury caused in whole or in part by our negligence or by anything beyond our control in creating or delivering any of our Content or Service, unless caused by our wilful misconduct. Such limitation shall also apply to any damage caused by loss of access to, deletion of, failure to store, failure to back up, or alteration of any content stored by you in connection with the service. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, our liability and that of our third party Content providers will be limited to the greatest extent permitted by law. As specified in the order form for all versions of the MAPCITE tool the user is responsible for the registered Bing key and its download and payment, if applicable, and use thereof.

IN NO EVENT SHALL MAPCITE BE LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNTS PAID BY YOU TO MAPCITE DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

## 11. Modifications

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Software, Site, or Service (or any part thereof) with or without notice. You agree that MAPCITE shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, Software or Service.

## 12. Fees

You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, fees are based on services purchased and not actual usage. Payment obligations are non-cancellable, fees paid are non-refundable, and the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Unless otherwise stated, MAPCITE fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder.



If MAPCITE have the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide MAPCITE with a valid tax exemption certificate authorized by the appropriate taxing authority. As specified in the order form for all versions of the MAPCITE tool the user is responsible for the registered Bing key and its download and payment, if applicable, and use thereof.

### 13. Invoicing & payment

You will provide MAPCITE with valid and updated credit card information or with a valid purchase order or alternative document reasonably acceptable to MAPCITE. If you provide credit card information to MAPCITE you authorize MAPCITE to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 13 (Term of Purchased user Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, we will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to MAPCITE and notifying us of any changes to such information.

### 14. Term

This Agreement commences on the date you accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless MAPCITE have given you written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time. As specified in the order form for all versions of the MAPITE tool the user is responsible for the registered Bing key and its download and payment, if applicable, and use thereof.

### 15. Termination

MAPCITE may terminate your use of the Services at any time in the event that MAPCITE determines, in its sole discretion, that either you or any End-User accessing the Services under your account have violated the terms of this Agreement or any other policies, laws, or agreements applicable to the use of the Service. Where MAPCITE provides software free of charge (for evaluation, trial, Beta or any other purpose), it reserves the right to terminate, without notice, at any time for any reason. MAPCITE shall notify the termination of this Agreement by email to the Administrative Contact. With regard to the Excel PRO download tool we operate a 30 day money back guarantee, the 30 days includes any prior evaluation period using the MAPCITE Excel (Free Version). The term of duration for the MAPCITE Excel free tool may vary from time to time, no notice of change will be given. All data will be deleted on termination of the service.





## 16. Intellectual Property

This Site and our Software and Services are protected by our copyrights, trade secret rights and other intellectual property laws. We own all such IP (except certain in-licensed code), which you agree not to use without our consent, except solely in conjunction with your authorized uses of this Site as permitted by these Terms. If you create derivative works of our product, despite the prohibition on doing so, you agree that we will own the intellectual property in those works and hereby assign all such IP rights to us.

## 17. Communications

All communications (except as noted under Copyright Policy) should be sent to: [admin@mapcite.com](mailto:admin@mapcite.com).

## 18. Indemnification

You agree to indemnify and hold harmless MAPCITE, and its parents, subsidiaries, affiliates, licensors and other partners, officers, directors, shareholders, employees, and agents from any claim, demand, or investigation, including reasonable attorneys' fees, made by any third party due to, or arising out of your, the "Licensee" (or any of your End-User's) conduct, content, you're the "Licensee" (or any of your End User's) use of the Service, Site or Software, any alleged violation of these Terms of Service, including any applicable MAPCITE policies, laws or regulations, or any alleged violation of any rights of another, including but not limited to third party intellectual property rights, privacy rights other rights in used by you in connection with the Software, Site or Service. MAPCITE reserves the right, at its sole expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, but doing so shall not excuse your indemnity obligations.

## 19. Miscellaneous

a. These Terms and associated licenses are governed by the internal laws of England, which shall have jurisdiction over any disputes. You may not assign or sublicense this agreement and the associated Software and Services without our express written permission; but you recognize our absolute right to assign this agreement to a third party. No agency, partnership or joint venture is created by this Agreement.

b. Each party shall comply with the export laws and regulations of the UK and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing,

- (i) each party represents that it is not named on any UK government list of persons or entities prohibited from receiving exports, and
- (ii) You shall not permit Users to access or use Services in violation of any UK export embargo, prohibition or restriction.

c. Publicity. The Licensee agrees and will cooperate with MAPCITE (and its subsidiaries or parent) in the creation of marketing materials such as web data, case studies, articles, and podcasts regarding licensee's use of MAPCITE's tools and as such, licensee agrees:

1. MAPCITE may record, and publish in any media, using any distribution method, licensee's business name, operation and logo. Licensee will obtain sufficient permissions from its employer, employees and/or contractors to grant these rights.
2. MAPCITE owns the Documentation.
3. That MAPCITE may reference the fact that the licensee is a participant in the MAPCITE Program even if it is limited to the demonstration tool.
4. To grant MAPCITE a revocable, non-exclusive, non-transferable, royalty-free, personal, worldwide license to use your logo provided in websites and marketing materials related to the MAPCITE Program. Licensee expressly authorizes MAPCITE to include the licensee's Logo



in documentation that includes the logos of other MAPCITE Program participants, whether in a montage-style display or otherwise.

d. There are no third-party beneficiaries to this Agreement.

**AGREED TO BY:**

By: \_\_\_\_\_  
On behalf of:

By: \_\_\_\_\_  
theOblong Limited

Name:

Name:

Title:

Title:

Date:

Date:





## Appendix 1 – Order Form

### Order Details:

**TO**   Name  
          Company  
          Address  
          Town  
          Postcode

QUANTITY	DESCRIPTION & PAYMENT CHANGES	UNIT PRICE	LINE TOTAL
		SUBTOTAL	.00
		VAT	.00
		TOTAL	.00



## Appendix 2

