

MISO

(Mapping Infrastructure Support – Online) TERMS AND CONDITIONS

These pages together with the Dotted Eyes miso order form (**Order Form**) tell you the terms and conditions on which we have agreed to provide our miso service to you. Please read these terms and conditions carefully before ordering any Services. By ordering any Services you agree to be bound by these terms and conditions (**Terms & Conditions**).

1. Information about us

Miso is a trading division of Dotted Eyes Limited. Dotted Eyes Limited (**Dotted Eyes, we, us or our**) is registered in England and Wales under company number 04471760 and our registered office is 67-71 Northwood Street, Birmingham B3 1TX. You are the entity named as the customer on the Order Form (**Customer, you or your**).

2. How this Agreement is formed between you and us

You need to complete an order for the Services using the Order Form (**Order**). The Order constitutes an offer by you to us to buy the Services. All Orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an invoice and/or an email relating to your Order that confirms that we have accepted your Order (**Order Confirmation**). The agreement between us (**Agreement**) will only be formed when we send you the Order Confirmation.

3. Defined Terms & Interpretation

Additional Transactions: Transactions in addition to the Initial Transactions. **Additional Transactions Fees:** the fees for Additional Transactions ordered by you. **Agreement:** these Terms & Conditions, the attached Schedule and the Order Form(s).

Authorised Administrator: nominated authorised person within the customer organisation
Authorised Users: those nominated individuals within the customer Organisation and Subcontractors of the Customer who you authorise (through your use of the Services) to request Transactions.

Business Day: any day which is not a Saturday, Sunday or public holiday in England. **Datasets:** the datasets listed in the Order Form (as amended pursuant to clause 5.1(d)). **Data Slot:** is one entry on the miso platform that can accept one Data Set and its associated Meta Data for publishing to Data.Gov.uk

Effective Date: the date set out in the Order Form

Fees: the fees for the provision of the Services and Transactions as set out in Order Form and referred to in clause 6 of these Terms & Conditions.

Initial Term: as set out on the Order Form.

Initial Transactions: the initial number of Transactions as set out in the Order Form.

Initial Transactions Fee: the fee for the Initial Transactions as set out in the Order Form.

Intellectual Property Rights: all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

Licence: the right to use the Services as set out in these Terms & Conditions.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day, excluding Bank Holidays.

Open Source Software: the computer programs used by the Proprietary Software which are sub-licensed by Dotted Eyes under third party open source licences including without limitation www.gnu.org/licenses/gpl.html, www.apache.org/licenses/LICENSE-2.0.html and www.gnu.org/licenses/old-licenses/lgpl-2.1.html.

Order Form: an order form completed by you relating to the Services which shall be governed by these Terms & Conditions.

Parties: you and us and “Party” means either you or us (as the context dictates).

Proprietary Software: the “miso” software packages which are proprietary to Dotted Eyes and the “Safe Software FME Server” software which is proprietary to Safe Software Inc.

Set Up Fee: the fee for the set-up of the Services as set out in the Order Form.

Services: the services that we provide to allow Authorised Users to access and use the Software as described in the Schedule or services provided by phone or by on site meeting

Service Levels: the service levels set out in the Schedule.

Software: the Proprietary Software and the Open Source Software. **Subcontractor:** each subcontractor of yours who is authorised by you to carry out Transactions.

Transaction: the fulfilment of one request by an Authorised User for a specified subset of any Dataset in the manner set out in the Schedule.

Transaction Fee: the fee per Transaction as set out on the Order Form

In the case of conflict or ambiguity between any provision contained in these Terms & Conditions and any Order Form, these Terms & Conditions shall take precedence.

4. Services and Licence

4.1. We shall use reasonable endeavours to perform the Services in accordance the Service Levels.

4.2. In relation to the Proprietary Software:

(a) we hereby grant to you subject to the terms and conditions of this agreement a non-exclusive, non-transferable licence to allow Authorised Users to access the Proprietary Software through the Services and to use the Proprietary Software solely in object code form and solely for the purpose of receiving the Services;

4.3. The use of the Open Source Software is subject to the terms and conditions of the relevant software licences.

5. Your Obligations

5.1. You represent and warrant that throughout the term of this Agreement:-

(a) you have entered into an appropriate agreement with Ordnance Survey or other data provider in respect of any Datasets proprietary to Ordnance Survey delivered via or utilised by the service;

(b) you are licensed to use any Datasets proprietary to Ordnance Survey or other data provider under the relevant agreement with Ordnance Survey or other data provider;

(c) the use by us of the Datasets for the provision of the Services will not infringe the Intellectual Property Rights of any third party;

(d) you will provide us with not less than 5 business days written notice of any change in the Datasets which you are authorised to use.

5.2. You warrant to cover all costs incurred by us should you breach either Ordnance Survey or our End User Licence Agreement.

5.3. You agree to maintain accurate records regarding the use of data supplied by Dotted Eyes Limited and user terminal numbers to ensure compliance with Ordnance Survey and our End User Licence Agreement for 3 years after payment to Dotted Eyes Limited. Dotted Eyes Limited and Ordnance Survey shall have the right, at their own expense and on reasonable notice, to audit your records at your organisations premises to verify compliance with this agreement. Any audit shall occur within 3 years following the applicable fee payment. Dotted Eyes shall treat such records as confidential.

5.4. PSMA data products and services are charged at a rate assuming that your organisation has the correct PSMA licence for that data. If you are not licensed under the PSMA for this data you warrant to notify us at the point of order and cover any additional costs incurred by us.

5.5. You undertake to defend us from and against any claim or action that the possession, use or publication of the Datasets (or any part thereof) by us in delivering the Services infringes the Intellectual Property Rights of a third party, UK or EU law and shall fully indemnify us and hold us harmless from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against us as a result of or in connection with any such claim.

- 5.6. You shall ensure that you will keep your log in details and passwords for use of the Services confidential and that each Authorised User keeps his password for the use of the Services confidential.

6. Fees and payment

- 6.1. You shall pay the Fees in accordance with the associated payment terms as set out in Order Form.
- 6.2. The Set Up Fee and Initial Transactions Fee shall be invoiced on or after the Effective Date.
- 6.3. You must purchase the right to carry out Additional Transactions before carrying them out. The miso service will not allow unordered Transactions to be carried out. By ordering the right to carry out Additional Transactions through the miso system, you are agreeing to purchase the right to carry out such further number of Transactions. Once ordered, the right to carry out such Transactions is non-refundable. You agree that any Authorised User may order Additional Transactions on your behalf.
- 6.4. Should the service be terminated prior to the expiry date of Transactions, a pro-rata refund will be made available and issued as a credit note.
- 6.5. Additional Transaction Fees shall be invoiced on or after the date that such Additional Transactions are ordered by you.
- 6.6. All sums payable under this Agreement are exclusive of VAT, for which you shall be responsible in addition.
- 6.7. Each invoice is due and payable 30 days after the invoice date (**Due Date**). If we have not received payment within 5 days after the Due Date, and without prejudice to any of our other rights and remedies:
- (a) we shall be under no obligation to continue to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) We shall charge you interest at the rate of four percent (4%) above the base rate of Lloyds TSB Bank plc from time to time in force and to recover any and all costs incurred by use in collecting any monies due. Interest shall accrue on a daily basis until payment is made and whether before or after any judgement.

7. Confidentiality

- 7.1. Subject to clause 7.2, each Party shall, during the Term of this Agreement and thereafter, keep confidential, and shall not use for its own purposes nor without the prior written consent of the other disclose to any third party, these Terms & Conditions or any information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party or any of its Affiliates (**Confidential Information**), unless such information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of these Terms & Conditions, or subsequently comes lawfully into the possession of such Party from a third party.
- 7.2. You shall be entitled to disclose to Authorised Users only such of the Confidential Information as is necessary for them to know in order for them to perform a Transaction. We shall be entitled to disclose to the proprietary owner(s) of any of the Software such of the Confidential Information (including these Terms & Conditions) as is required for our suppliers to fulfil their obligations to us or us to fulfil our obligations to them.
- 7.3. The provisions of this clause 7 shall remain in full force and effect notwithstanding termination of this Agreement for any reason.

8. Proprietary Rights

- 8.1. You acknowledge that:-
- (a) all Intellectual Property Rights in the Proprietary Software shall belong to us or to the proprietary owner thereof;
 - (b) all Intellectual Property Rights in the Open Source Software belongs to the third party proprietary owner thereof; and

that except as expressly stated herein, this Agreement does not grant you any Intellectual Property Rights (including but without limitation any licences) in or to the Software, Services or any related documentation.

- 8.2. We undertake at our own expense to defend you or, at our option, settle any claim or action brought against you alleging that the possession or use of the Services (other than the Open Source Software) in accordance with these Terms & Conditions infringes the UK Intellectual Property Rights of a third party (**Infringement Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against you as a result of or in connection with any such Infringement Claim.
- 8.3. Clause 8.2 is conditional on:
 - (a) you notifying us in writing, as soon as reasonably practicable, of any Infringement Claim of which you have notice;
 - (b) you not making any admission as to liability or compromise or agreeing to any settlement of any Infringement Claim without our prior written consent, which consent shall not be unreasonably withheld or delayed; and
 - (c) us having, at our own expense, the conduct of or the right to settle all negotiations and litigation arising from any Infringement Claim and you giving us all reasonable assistance in connection with those negotiations and such litigation at our request and expense.
- 8.4. If any Infringement Claim is made, or in our reasonable opinion is likely to be made, against you, we may at our sole option and expense:
 - (a) procure for you the right to continue using the Proprietary Software or Services (or any part thereof) in accordance with these Terms & Conditions; or
 - (b) modify the Proprietary Software or Services so that it or they cease to be infringing; or
 - (c) replace the Proprietary Software with non-infringing software; or
 - (d) terminate this Licence immediately by notice in writing to you.
- 8.5. The foregoing states your sole and exclusive rights and remedies, and our entire obligations and liability, for Intellectual Property Right infringement.

9. Limitation of Liability

- 9.1. This clause 9 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
 - (a) any breach of this Agreement;
 - (b) any use made by you of the Services or the Software or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 9.2. Except as expressly and specifically provided in this Agreement:
 - (a) you assume sole responsibility for results obtained from the use and receipt of the Software and the Services, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any Datasets used or provided to us in connection with the Services; and
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 9.3. Nothing in this Agreement excludes our liability:
 - (a) for death or personal injury caused by our negligence; or for fraud or fraudulent misrepresentation.
- 9.4. Except as expressly stated in clause 9.3:-
 - (a) we shall have no liability for any losses or damages which may be suffered by you (or any person claiming under or through you), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - i. loss of profits;
 - ii. loss of anticipated savings;
 - iii. loss of business opportunity;
 - iv. loss of goodwill;
 - v. loss of data;

- vi. special damage even though we were aware of the circumstances in which such special damage could arise; AND
 - (b) our total liability, whether in contract, tort (including negligence) or otherwise arising in connection with the performance or contemplated performance of this agreement:
 - i. for loss of or damage to your tangible property caused by our negligence, our officers, employees, contractors or agents, shall not exceed £5,000; and
 - ii. for any loss or damage not covered by clause 9.4(b)i, shall be limited to the fees paid for the Services during the 6 months preceding the date on which the claim arose.
- 9.5. You agree that, in entering into this Agreement, either you did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these Terms & Conditions or (if you did rely on any representations, whether written or oral, not expressly set out in these Terms & Conditions) that you shall have no remedy in respect of such representations and (in either case) we shall have no liability otherwise than pursuant to the express terms of these Terms & Conditions.

10. Term and Termination

- 10.1. This Agreement shall commence on the Effective Date and shall (unless terminated as provided in the remainder of this clause) continue for the Initial Term.
- 10.2. After the Initial Term (and each renewal) this Agreement shall automatically renew for a further year at the standard rates, unless either Party notifies the other, in writing, at least 30 days before the end of the then current term.
- 10.3. Without prejudice to any other rights or remedies to which the Parties may be entitled, either party may terminate this Agreement without liability to the other if:
- (a) the other Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
 - (b) if the other Party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or
 - (c) the other Party ceases, or threatens to cease, to trade; or
 - (d) the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 10.4. We have the right (but are not obliged to), on written notice to you, at our sole option, to immediately either suspend or terminate the Licence in the following circumstances:-
- (a) where you have failed to pay any invoice due under these Terms & Conditions in full within 30 days of the Due Date; or
 - (b) where you have breached your obligations under any of clauses 4.2, 5.1, or 7.
- 10.5. On termination of this Agreement for any reason:
- (a) all licences granted under this Agreement shall immediately terminate;
 - (b) you shall have no further right to use the Services;
 - (c) you shall immediately pay to us any and all sums due under this Agreement; and
 - (d) each Party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party; and
 - (e) the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

11. Force Majeure

We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations under this Agreement by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes

(whether involving our workforce or that of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. We shall notify you of such an event and its expected duration.

12. General

- 12.1. No forbearance or delay by either Party in enforcing its rights shall prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach unless expressly set out in writing by the waiving Party.
- 12.2. If any provision in the Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.
- 12.3. Any amendment, waiver or variation of the Agreement shall not be binding on the parties unless set out in writing, expressed to amend the Agreement and signed by or on behalf of each of the Parties.
- 12.4. No term in the Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to it.
- 12.5. In relation to assignment and sub-licensing:
 - (a) you have no right to sub-license or to assign the benefit or burden of the Agreement in whole or in part, or to allow the Software to become the subject of any charge, lien or encumbrance without our prior written consent.
 - (b) We may sub-license, assign, charge or otherwise transfer any of our rights or obligations under the Agreement, provided we give written notice to you of any sub-licence, assignment, charge or other transfer.
- 12.6. All notices given by you to us must be given to us in writing at the address shown in clause 1 or to renewals@misoportal.com. We may give notice to you at either the email or postal address set out in the Order Form. Notice will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee and that no error message indicating failure to deliver has been received by the sender and provided further that within 24 hours of transmission a hard copy of the email is sent by post to the intended recipient.
- 12.7. These Terms & Conditions, the Schedule and the Order Form contain the whole agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 12.8. The Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.
- 12.9. The provisions of clause 12 shall remain in full force and effect notwithstanding termination of the Agreement for any reason.

APPENDIX 1: MISO INFOSHARE

1. Your relationship with miso

- 1.1. Your use of the miso portal and miso portal products and services are subject to the terms of a legal agreement between you and miso, a trading Division of Dotted Eyes Limited, 67-71 Northwood Street, Birmingham B3 1TX (furthermore referred to as miso)
- 1.2. Your legal agreement with miso is made up of (A) the miso General Terms (<http://misoportal.com/terms>) (B) miso InfoShare Terms (collectively called 'TheTerms')
- 1.3. The Terms form a legally binding agreement between you (this includes your organisation its employees and contractors) and miso in relation to your use of its products and services.
- 1.4. The Terms apply to all users of miso portal and the InfoShare Service.

2. Accepting the Terms

- 2.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 2.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.

3. Changes to the Terms

- 3.1. Miso reserves the right to make changes to the Terms from time to time. Therefore you must look at the Terms regularly and check for changes. The modified version of the Terms (the "Modified Terms") will be posted and available to view on the InfoShare page on the miso portal. If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms

4. Miso portal account

- 4.1. In order to access the service we will create a miso portal account for you and set you up as an Authorised Administrator. You must provide accurate and complete information at the time that the account is opened for you.
- 4.2. You must keep us informed of any changes to the account and your information
- 4.3. You must notify us should you leave the Organisation
- 4.4. It is your responsibility to keep your account password secure and confidential
- 4.5. You must notify us immediately of any breach of security or unauthorised use of your miso account that you become aware of.
- 4.6. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your miso account

5. Set up

- 5.1. We will set up an account on the miso platform for your Administrator to access. From this console the Administrator will be able to control access to the system for other users. The identity of the Administrator will be that defined on the Order Form.

6. Data

- 6.1. The datasets that will be made available to you will be those defined on the Order Form. Additional datasets may be uploaded at additional cost. It is your responsibility to ensure that you have the relevant licensing in place.

7. miso Software

- 7.1. We will provide online access to our miso Info Share portal for both you and Authorised Users.

8. Maintenance

- 8.1. We may interrupt the Services to perform emergency maintenance. In addition, we may interrupt the Services outside Normal Business Hours for scheduled maintenance, provided that we have given you at least [3] days advance notice (via our website). We shall at all times endeavour to keep any service interruptions to a minimum.

9. Transactions

9.1. When requested by an Authorised User, we will make available such of the datasets that you have authorised to be accessed by such Authorised User (through the Software) available to such Authorised User either by download or through sending by disk.

10. Support

10.1. Support terms are outlined in Appendix 7. Support is optional.

11. Service levels

11.1. We shall use our reasonable endeavours to ensure that the Services are available during Normal Business Hours.

APPENDIX 2: MISO DATAOPTIMISER

1. Your relationship with miso

- 1.1. Your use of the miso portal and miso portal products and services are subject to the terms of a legal agreement between you and miso, a trading Division of Dotted Eyes Limited, 67-71 Northwood Street, Birmingham B3 1TX (furthermore referred to as miso)
- 1.2. Your legal agreement with miso is made up of (A) the miso General Terms (<http://misoportal.com/terms>) (B) miso DataOptimiserTerms (collectively called 'The Terms')
- 1.3. The Terms form a legally binding agreement between you (this includes your organisation its employees and contractors) and miso in relation to your use of its products and services.
- 1.4. The Terms apply to all users of miso portal and the DataOptimiser Service.

2. Accepting the Terms

- 2.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 2.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.

3. Changes to the Terms

- 3.1. Miso reserves the right to make changes to the Terms from time to time. Therefore you must look at the Terms regularly and check for changes. The modified version of the Terms (the "Modified Terms") will be posted and available to view on the DataOptimiser page on the miso portal. If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms

4. Miso portal account

- 4.1. In order to access the service we will create a miso portal account for you and set you up as an Authorised Administrator. You must provide accurate and complete information at the time that the account is opened for you.
- 4.2. You must keep us informed of any changes to the account and your information
- 4.3. You must notify us should you leave the Organisation
- 4.4. It is your responsibility to keep your account password secure and confidential
- 4.5. You must notify us immediately of any breach of security or unauthorised use of your miso account that you become aware of.
- 4.6. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your miso account

5. Your Responsibilities

- 5.1. You are responsible for ensuring you have a current and appropriate licence to all data sets ordered via MISO Data Optimiser
- 5.2. If you are covered by the PSMA you are responsible for providing us with the extents that you require
- 5.3. If you are not covered by the PSMA you are responsible for providing us with the initial Ordnance Survey data which we require in order to provide you with the Data Optimiser as set out below:-
- 5.4. where you source data from Ordnance Survey under a collective purchase agreement, you will on or before the Commencement Date, provide to us the original CD or DVD (or such other media as Ordnance Survey may use from time to time) containing the Ordnance Survey data which Ordnance Survey has licensed to you (Ordnance Survey Licence); OR
- 5.5. where you source data from Ordnance Survey other than under a collective purchase agreement, you will on or before the Commencement Date provide to us the original CD or DVD which is the subject of the Ordnance Survey Licence
- 5.6. It is your responsibility at all times to maintain an appropriate data backup procedure to enable the recovery of lost or corrupted data files.
- 5.7. You agree to comply with all our reasonable instructions, guidelines and directions in relation to the receipt and use of Data Optimiser.

APPENDIX 3: MISO DATAPUBLISHER

1. Your relationship with miso

- 1.1. Your use of the miso portal and miso portal products and services are subject to the terms of a legal agreement between you and miso, a trading Division of Dotted Eyes Limited, 67-71 Northwood Street, Birmingham B3 1TX (furthermore referred to as miso)
- 1.2. Your legal agreement with miso is made up of (A) the miso General Terms (<http://misoportal.com/terms>) (B) miso DataPublisher Terms (collectively called 'The Terms')
- 1.3. The Terms form a legally binding agreement between you (this includes your organisation its employees and contractors) and miso in relation to your use of its products and services.
- 1.4. The Terms apply to all users of miso portal and the DataPublisher Service.

2. Accepting the Terms

- 2.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 2.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.

3. Changes to the Terms

- 3.1. Miso reserves the right to make changes to the Terms from time to time. Therefore you must look at the Terms regularly and check for changes. The modified version of the Terms (the "Modified Terms") will be posted and available to view on the DataPublisher page on the miso portal. If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms.

4. Defined Terms & Interpretation (in addition to those in the General Terms)

Authorised Administrator: person authorised to sign legally binding agreements on behalf of the organisation

Data slot: is one entry on the miso DataPublisher platform that can accept one Dataset and its corresponding Metadata

Content: any item uploaded to a DataPublisher Data slot

Initial Data Publisher Terms: 12 months from the date of order

5. Miso portal account

- 5.1. In order to access the service we will create a miso portal account for you and set you up as an Authorised Administrator. You must provide accurate and complete information at the time that the account is opened for you.
- 5.2. You must keep us informed of any changes to the account and your information
- 5.3. You must notify us should you leave the Organisation
- 5.4. It is your responsibility to keep your account password secure and confidential
- 5.5. You must notify us immediately of any breach of security or unauthorised use of your miso account that you become aware of.
- 5.6. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your miso account

6. Use of DataPublisher

- 6.1. You must not use DataPublisher for any purpose other than to publish Metadata and Datasets to data.gov.uk in accordance with the Governments Transparency Agenda with regard to Public Data. Details can be found at www.data.gov.uk
- 6.2. You agree that you are solely responsible for (and that miso has no responsibility to you or to any third party) for any breach of your obligations under the Terms and for the consequences (including any loss or damage which miso may suffer) of any such breach.

7. Your Obligations

- 7.1. You represent and warrant that throughout the term of this Agreement:-
- (a) that you have (and will continue to have during your use of the Service) all necessary licenses, rights, consents, and permissions which are required to enable miso DataPublisher to publish your Metadata and Datasets to data.gov.uk and use your content in the manner contemplated by the Service and these Terms;
 - (b) that the Metadata and Datasets uploaded to and published by DataPublisher will not infringe the Intellectual Property Rights of any third party;
 - (c) that you will not upload any content to the service containing material which is:
 - i. unlawful for you to possess in the country in which you are resident, or which it would be unlawful for miso to use in connection with the service;
 - ii. is considered offensive;
 - (d) that all content uploaded to and published by the DataPublisher service will be solely for your Organisation;
- 7.2. You undertake to defend us from and against any claim or action made against us relating to clause 7.1 and shall fully indemnify us and hold us harmless from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against us as a result of or in connection with any such claim.
- 7.3. You accept that you are solely responsible for maintaining copies of all Metadata and Datasets uploaded to DataPublisher
- 7.4. You warrant to cover all reasonable costs incurred by us should Metadata or Datasets uploaded by you to DataPublisher be found to contain Malware including but not limited to Trojans, Spyware and Viruses

8. Fair Usage and Restrictions

- 8.1. Access to the service is restricted by a fair usage policy that expects reasonable usage of the service as detailed in Appendix 3A 'Technical Restrictions'. If usage of the service is deemed at our sole discretion to be in breach of reasonable usage we have the right to suspend the service without notice and without financial recompense.

9. Supported Dataset and Metadata File Formats

- 9.1. Datasets and Metadata uploaded to the DataPublisher must comply with Appendix 3B 'Supported Dataset and Metadata File Formats'

10. Data.gov.uk

- 10.1. DataPublisher publishes to data.gov.uk which is not owned or controlled by miso. Miso assumes no responsibility for the response times, performance, content, privacy policies or practices of data.gov.uk or any other third party websites.
- 10.2. You acknowledge and agree that miso is not responsible for the availability of the data.gov.uk site or resources.
- 10.3. You acknowledge and agree that miso is not liable for any loss or damage which may be incurred by you as a result of the availability of data.gov.uk.
- 10.4. You agree that you are responsible for checking the status of your upload on DataPublisher regarding acceptance of your uploaded Metadata and Datasets to data.gov.uk

11. DataSlot expiry

- 11.1. A Data slot has a 12 month life span. Upon expiry or termination all content held within the Data slot will be deleted.
- 11.2. You acknowledge that miso accepts no responsibility and will not be liable for loss or damage incurred due to deletion of Data slot contents.

12. Termination

- 12.1. After the Initial DataPublisher Term (and each renewal) this Agreement shall automatically renew for a further year at the standard rates, unless either Party notifies the other, in writing, at least 30 days before the end of the then current term.
- 12.2. On becoming aware of any potential violation of these Terms, miso reserves the right (but shall have no obligations) to decide whether Content complies with the content requirements set out in these Terms and may remove such Content and/or terminate a User's access for uploading Content which is in violation of these Terms at any time. Without prior notice and at its sole discretion.

13. Proprietary Rights

- 13.1. You acknowledge that:-
 - (a) all Intellectual Property Rights in the DataPublisher Portal and its Software shall belong to us;
 - (b) all Intellectual Property Rights in the Open Source Software belongs to the third party proprietary owner thereof; and
 - (c) that except as expressly stated herein, this Agreement does not grant you any Intellectual Property Rights (including but without limitation any licences) in or to the Software, Services or any related documentation

14. Limitation of Liability

- 14.1. Nothing in these Terms shall exclude or limit miso for losses which may not be lawfully excluded or limited by applicable law.
- 14.2. Subject to the overall provision in paragraph 14.1 above. Miso shall not be liable to you for:
 - (a) The deletion of, corruption of, or failure to store, any Content and other Metadata or Datasets uploaded to or published by DataPublisher
 - (b) Your failure to provide miso with accurate account information
 - (c) Your failure to keep your password or miso account details secure and confidential
- 14.3. The limitations on miso's liability to you in paragraph 14.2 above shall apply whether or not miso has been advised of or should have been aware of the possibility of any such losses arising.

15. Service Level

- 15.1. All Metadata will be made available to data.gov.uk within 1 business day of being uploaded to DataPublisher
- 15.2. All Datasets will be published as a view and download services within 1 business day of being uploaded to DataPublisher
- 15.3. The service will be delivered to the specification as currently proscribed by UK Location or the appropriate governing body at the time of using DataPublisher
- 15.4. The publishing service will be available 99% of the time including Scheduled and Unscheduled maintenance in accordance with those detailed by data.gov.uk Operational Guide. This excludes Unscheduled maintenance due to a malicious attack.

16. Maintenance

- 16.1. We may interrupt the Service to perform emergency maintenance. In addition, we may interrupt the Service for scheduled maintenance provided we supply a minimum of 1 weeks notice. We shall at all times endeavour to keep any service interruptions to a minimum.

APPENDIX 3A – TECHNICAL RESTRICTIONS

1. Dataset Limits

- 1.1. Dataset uploads are limited to 50MB zipped file size, using standard compression. The zip file must include the dataset (GIS files) and the metadata (XML file).
- 1.2. Each Data Slot is limited to 4 Dataset uploads per year

2. Public access to your datasets (Download Service and View Service combined) is subject to:

- 2.1. A reasonable usage limit of 3.5 GB per day.
- 2.2. A reasonable usage threshold of 1.5 GB in any single hour period. Usage must not exceed this threshold for one or more hours in 3 consecutive days.

APPENDIX 3B – SUPPORTED DATASET AND METADATA FILE FORMATS

1. Datasets must be uploaded to the portal as a zipfile.
2. The zip file must use standard compression and apply no encryption.
3. The zip file must contain your dataset and the metadata for that dataset.
4. The dataset must be in one of the following fileformats:
 - MapInfo TAB
 - ESRI Shape
 - CSV
5. The metadata must be an XML file that conforms to the GEMINI 2.2 specification.

APPENDIX 4: MISO COMPLIANCYVIEW

1. Your relationship with miso

- 1.1. Your use of the miso portal and miso portal products and services are subject to the terms of a legal agreement between you and miso, a trading Division of Dotted Eyes Limited, 67-71 Northwood Street, Birmingham B3 1TX (furthermore referred to as miso)
- 1.2. Your legal agreement with miso is made up of (A) the miso General Terms (<http://misoportal.com/terms>) (B) miso CompliancyView Terms (collectively called 'TheTerms')
- 1.3. The Terms form a legally binding agreement between you (this includes your organisation its employees and contractors) and miso in relation to your use of its products and services.
- 1.4. The Terms apply to all users of miso portal and the CompliancyView Service.

2. Accepting the Terms

- 2.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 2.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.

3. Changes to the Terms

- 3.1. Miso reserves the right to make changes to the Terms from time to time. Therefore you must look at the Terms regularly and check for changes. The modified version of the Terms (the "Modified Terms") will be posted and available to view on the CompliancyView page on the miso portal. If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms

4. Defined Terms & Interpretation (in addition to those in the General Terms)

Authorised Administrator:	person authorised to sign legally binding agreements on behalf of the organisation
Content:	material contained within a Dataset uploaded to CompliancyView
Dataset:	any item uploaded to a CompliancyView Data Theme
Data Theme:	is one section entry on the miso CompliancyView platform that can accept one Dataset at any one time.
Financial Year:	1 April – 31 March
Initial CompliancyView Term:	the date of order to the end of the current Financial Year
Renewal Term:	12 months from 1 April to 31 March each Financial Year

5. Miso portal account

- 5.1. In order to access the service we will create a miso portal account for you and set you up as an Authorised Administrator. You must provide accurate and complete information at the time that the account is opened for you.
- 5.2. You must keep us informed of any changes to the account and your information
- 5.3. You must notify us should you leave the Organisation
- 5.4. It is your responsibility to keep your account password secure and confidential
- 5.5. You must notify us immediately of any breach of security or unauthorised use of your miso account that you become aware of.
- 5.6. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your miso account

6. Use of CompliancyView

- 6.1. You must not use CompliancyView for any purpose other than to publish Datasets to data.gov.uk in accordance with the Local Government Transparency Code 2014.
- 6.2. You agree that you are solely responsible for (and that miso has no responsibility to you or to any third party) for any breach of your obligations under the Terms and for the consequences (including any loss or damage which miso may suffer) of any such breach.

7. Your Obligations

- 7.1. You represent and warrant that throughout the term of this Agreement:-
- (a) that you have (and will continue to have during your use of the Service) all necessary licenses, rights, consents, and permissions which are required to enable miso CompliancyView to publish your Datasets to data.gov.uk and use your content in the manner contemplated by the Service and these Terms;
 - (b) that the Datasets uploaded to and published by CompliancyView will not infringe the Intellectual Property Rights of any third party or breach the Data Protection Act 1998;
 - (c) that you will not upload any content to the service containing material which is:
 - i. unlawful for you to possess in the country in which you are resident, or which it would be unlawful for miso to use in connection with the service;
 - ii. is considered offensive;
 - (d) that all content uploaded to and published by the CompliancyView service will be solely for your Organisation;
- 7.2. You accept that you are solely responsible for maintaining copies of all Datasets uploaded to CompliancyView
- 7.3. You warrant to cover all reasonable costs incurred by us should Datasets uploaded by you to CompliancyView be found to contain Malware including but not limited to Trojans, Spyware and Viruses.
- 7.4. You undertake to defend us from and against any claim or action made against us relating to clause 7.1 and 7.3 and shall fully indemnify us and hold us harmless from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against us as a result of or in connection with any such claim.
- 7.5. You accept that you are solely responsible for ensuring that your organisation is compliant with its obligations under the Local Government Transparency Code 2014 including any subsequent changes, variations and updates to the code.

8. Fair Usage and Restrictions

- 8.1. Access to the service is restricted by a fair usage policy that expects reasonable usage of the service as detailed in Appendix 4a 'Restrictions'. If usage of the service is deemed at our sole discretion to be in breach of reasonable usage we have the right to suspend the service without notice and without financial recompense.

9. Data.gov.uk

- 9.1. CompliancyView publishes to data.gov.uk which is not owned or controlled by miso. Miso assumes no responsibility for the response times, performance, content, privacy policies or practices of data.gov.uk or any other third party websites.
- 9.2. You acknowledge and agree that miso is not responsible for the availability of the data.gov.uk site or resources.
- 9.3. You acknowledge and agree that miso is not liable for any loss or damage which may be incurred by you as a result of the availability of data.gov.uk.
- 9.4. You agree that you are responsible for checking the status of your upload on CompliancyView regarding acceptance of your uploaded Datasets to data.gov.uk

10. Dataset retention

- 10.1. All datasets uploaded to a Data Theme will be retained and remain available at data.gov.uk until the earlier of:
- (a) The expiry date of the Data Theme;
 - (b) Deletion by the client;
 - (c) Receipt of a request for deletion from the client;
 - (d) Termination per clauses 11.3, 12.1 and 12.2

11. Data Theme expiry

- 11.1. A Data Theme has an:
- (a) initial life span from the date of order to the 31 March.
 - (b) annual 12 month renewal term from 1 April to 31 March each year

- 11.2. Subsequent Upon expiry or termination, all datasets relating to a Data Theme will be deleted.
- 11.3. You acknowledge that miso accepts no responsibility and will not be liable for loss or damage incurred due to deletion of Data Theme datasets.

12. Termination

- 12.1. After the Initial CompliancyView Term (and each renewal) this Agreement shall automatically renew for a further year at the standard rates, unless either Party notifies the other, in writing, at least 30 days before the end of the then current term.
- 12.2. On becoming aware of any potential violation of these Terms, miso reserves the right (but shall have no obligations) to decide whether Content complies with the content requirements set out in these Terms and may remove such Content and/or terminate a User's access for uploading Content which is in violation of these Terms at any time. Without prior notice and at its sole discretion.

13. Proprietary Rights

- 13.1. You acknowledge that:-
 - (a) all Intellectual Property Rights in the CompliancyView Portal and its Software shall belong to us;
 - (b) all Intellectual Property Rights in the Open Source Software belongs to the third party proprietary owner thereof; and
 - (c) that except as expressly stated herein, this Agreement does not grant you any Intellectual Property Rights (including but without limitation any licences) in or to the Software, Services or any related documentation

14. Limitation of Liability

- 14.1. Nothing in these Terms shall exclude or limit miso for losses which may not be lawfully excluded or limited by applicable law.
- 14.2. Subject to the overall provision in paragraph 14.1 above. Miso shall not be liable to you for:
 - (a) The deletion of, corruption of, or failure to store, any Datasets uploaded to or published by CompliancyView
 - (b) Your failure to provide miso with accurate account information
 - (c) Your failure to keep your password or miso account details secure and confidential
- 14.3. The limitations on miso's liability to you in paragraph 14.2 above shall apply whether or not miso has been advised of or should have been aware of the possibility of any such losses arising.

15. Service Level

- 15.1. All Datasets will be published as download services within 1 business day of being uploaded to CompliancyView
- 15.2. The publishing service will be available 99% of the time including Scheduled and Unscheduled maintenance. This excludes Unscheduled maintenance due to a malicious attack.

16. Maintenance

- 16.1. We may interrupt the Service to perform emergency maintenance. In addition, we may interrupt the Service for scheduled maintenance provided we supply a minimum of 1 weeks notice. We shall at all times endeavour to keep any service interruptions to a minimum.

APPENDIX 4A – RESTRICTIONS

1. Dataset Limits

- 1.1. A single Dataset upload is limited to 20MB filesize.
- 1.2. Each Data Theme is limited to 12 Dataset uploads per year

2. Public download of your combined datasets is subject to:

- 1.3. A reasonable usage limit 1,000 downloads per calendar month

3. Dataset Compression:

- 1.4. Datasets must not be compressed

APPENDIX 5: DATAFLOW CLOUD

1. Your relationship with miso

- 1.1. Your use of the miso portal and miso portal products and services are subject to the terms of a legal agreement between you and miso, a trading Division of Dotted Eyes Limited, 67-71 Northwood Street, Birmingham B3 1TX (furthermore referred to as miso)
- 1.2. Your legal agreement with miso is made up of (A) the miso General Terms (<http://misoportal.com/terms>) (B) miso DataFlow Cloud Terms (collectively called 'TheTerms')
- 1.3. The Terms form a legally binding agreement between you (this includes your organisation its employees and contractors) and miso in relation to your use of its products and services.
- 1.4. The Terms apply to all users of miso portal and the DataFlow Cloud Service.

2. Accepting the Terms

- 2.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 2.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.

3. Changes to the Terms

- 3.1. Miso reserves the right to make changes to the Terms from time to time. Therefore you must look at the Terms regularly and check for changes. The modified version of the Terms (the "Modified Terms") will be posted and available to view on the DataFlow Cloud page on the miso portal. If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms

4. Defined Terms & Interpretation (in addition to those in the General Terms)

Authorised Administrator: person authorised to sign legally binding agreements on behalf of the organisation

DataFlow Cloud: A web service that provides the user with choices of how to automate data processing tasks

App(s): A package of algorithms used by DataFlow Cloud to process data in a predetermined way

5. Miso portal account

- 5.1. In order to access the service we will create a miso portal account for you and set you up as an Authorised Administrator. You must provide accurate and complete information at the time that the account is opened for you.
- 5.2. You must keep us informed of any changes to the account and your information
- 5.3. You must notify us should you leave the Organisation
- 5.4. It is your responsibility to keep your account password secure and confidential
- 5.5. You must notify us immediately of any breach of security or unauthorised use of your miso account that you become aware of.
- 5.6. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your miso account

6. Use of DataFlow Cloud

- 6.1. You must not use DataFlow Cloud for any purpose other than to activate data processing tasks utilising the DataFlow Modules
- 6.2. You agree that you are solely responsible for (and that miso has no responsibility to you or to any third party) for any breach of your obligations under the Terms and for the consequences (including any loss or damage which miso may suffer) of any such breach.

7. Your Obligations

- 7.1. You represent and warrant that throughout the term of this Agreement:-
- (a) that you have (and will continue to have during your use of the Service) all necessary licenses, rights, consents, and permissions which are required to enable miso DataFlow to function in the manner contemplated by the Service and these Terms;
- 7.2. You undertake to defend us from and against any claim or action made against us relating to clause 7.1 and shall fully indemnify us and hold us harmless from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against us as a result of or in connection with any such claim.
- 7.3. You accept that you are solely responsible for maintaining copies of all Custom Modules

8. Fair Usage and Restrictions

- 8.1. Access to the service is restricted by a fair usage policy that expects reasonable usage of the service as detailed in Appendix 5A 'Restrictions'. If usage of the service is deemed at our sole discretion to be in breach of reasonable usage we have the right to suspend the service without notice and without financial recompense.

9. Module expiry

- 9.1. Modules will only be active if they are covered under a maintenance contract
- 9.2. Modules not covered by a maintenance contract will be de-activated without notice
- 9.3. You acknowledge that miso accepts no responsibility and will not be liable for loss or damage incurred due to the expiry of Modules.

10. Termination

- 10.1. On becoming aware of any potential violation of these Terms, miso reserves the right (but shall have no obligations) to decide whether Content complies with the content requirements set out in these Terms and may remove such Content and/or terminate a User's access for uploading Content which is in violation of these Terms at any time. Without prior notice and at its sole discretion.

11. Proprietary Rights

- 11.1. You acknowledge that:-
- (a) all Intellectual Property Rights in the DataFlow Cloud Portal, Modules and its Software shall belong to us;
 - (b) all Intellectual Property Rights in the Open Source Software belongs to the third party proprietary owner thereof; and
 - (c) that except as expressly stated herein, this Agreement does not grant you any Intellectual Property Rights (including but without limitation any licences) in or to the Software, Services or any related documentation

12. Limitation of Liability

- 12.1. Nothing in these Terms shall exclude or limit miso for losses which may not be lawfully excluded or limited by applicable law.
- 12.2. Subject to the overall provision in paragraph 14.1 above. Miso shall not be liable to you for:
- (a) The deletion of, corruption of, or failure to store, any Custom Modules
 - (b) Your failure to provide miso with accurate account information
 - (c) Your failure to keep your password or miso account details secure and confidential
- 12.3. The limitations on miso's liability to you in paragraph 14.2 above shall apply whether or not miso has been advised of or should have been aware of the possibility of any such losses arising.

13. Service Level

- 13.1. All Modules will begin work immediately that they are activated, but processing time will not be guaranteed
- 13.2. The DataFlow Cloud service will be available 99% of the time including Scheduled and Unscheduled maintenance in accordance with those detailed by data.gov.uk Operational Guide. This excludes Unscheduled maintenance due to a malicious attack.

14. Maintenance

- 14.1. We may interrupt the Service to perform emergency maintenance. In addition, we may interrupt the Service for scheduled maintenance provided we supply a minimum of 1 weeks notice. We shall at all times endeavour to keep any service interruptions to a minimum.

APPENDIX 5A - RESTRICTIONS

1. Restrictions and Fair Usage

- 1.1. The service can only run approved DataFlow Modules
- 1.2. Only data consistent with the DataFlow Modules can be used
- 1.3. No guarantee is given for efficacy of the module whilst in use.
- 1.4. General file upload size limit is 2 GB

APPENDIX 6: MISO SUPPORT SERVICES

1. Your relationship with miso

- 1.1. Your use of the miso portal and miso portal products and services are subject to the terms of a legal agreement between you and miso, a trading Division of Dotted Eyes Limited, 67-71 Northwood Street, Birmingham B3 1TX (furthermore referred to as miso)
- 1.2. Your legal agreement with miso is made up of (A) the miso General Terms (<http://misoportal.com/terms>) and (B) miso support services Terms (collectively called 'The Terms')
- 1.3. The Terms form a legally binding agreement between you (this includes your organisation its employees and contractors) and miso in relation to your use of its products and services.
- 1.4. The Terms apply to all users of miso portal and the support Service.

2. Accepting the Terms

- 2.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 2.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.

3. Changes to the Terms

- 3.1. Miso reserves the right to make changes to the Terms from time to time. Therefore you must look at the Terms regularly and check for changes. The modified version of the Terms (the "Modified Terms") will be posted and available to view on the support services page on the miso portal. If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms

4. Miso portal account

- 4.1. In order to access the service we will create a miso portal account for you and set you up as an Authorised Administrator. You must provide accurate and complete information at the time that the account is opened for you.
- 4.2. You must keep us informed of any changes to the account and your information
- 4.3. You must notify us should you leave the Organisation
- 4.4. It is your responsibility to keep your account password secure and confidential
- 4.5. You must notify us immediately of any breach of security or unauthorised use of your miso account that you become aware of.
- 4.6. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your miso account

5. Levels of Technical Support Services and their Coverage

- 5.1. There are three different levels of Technical Support Services available:
 - (a) Lite
 - (b) Standard
 - (c) Enterprise
- 5.2. Each level entitles the Customer to the following Technical Support Services during the Term:

Option	Named Users	Maximum no. of Tickets pa
Lite	1	3
Standard	3	25
Enterprise	10	Unlimited

The Lite Technical Support Level allows one Named User to raise up to three Tickets during each Contract Year.

The Standard Technical Support Level allows three Named Users to collectively raise up to 25 Tickets during each Contract Year.

The Enterprise Technical Support Level allows ten Named Users to raise unlimited Tickets during each Contract Year.

- 5.3. A "Ticket" is each new query, relating to a single subject, irrespective of its duration. Tickets may be support in nature or management in nature. Tickets can only be raised by a Named User. Named Users are set out in the Order, or on the Named User Form which is made available to a customer upon acceptance of their Order.
- 5.4. Tickets must be raised using the online Technical Support Portal. Named users must log into the Portal to view responses.
- 5.5. Additional Tickets can be bought in blocks of 5 Tickets.
- 5.6. Unused Ticket entitlements, including any unused additional Tickets, will not be rolled over to subsequent Contract Years.
- 5.7. Named Users are set out in the Order Form.
- 5.8. Standard and Enterprise customers may request amendments to the Named Users twice in a Contract Year by raising a Ticket.
- 5.9. Tickets can be logged online at any time. However, service levels set out in Part 2 of this Schedule shall only apply during our normal working hours from 9:00am to 5:00pm, Mondays to Fridays inclusive (but exclusive of Bank Holidays) ("**Support Hours**").

6. Service Levels

- 6.1. Technical Support ticket logging:
 - (a) We will provide you with an online Technical Support Portal for the logging of Tickets.
 - (b) Tickets logged through the Technical Support Portal will be automatically acknowledged by an email which includes a unique ticket identifier.
 - (c) We use reasonable endeavours to respond to the Ticket during the Support Hours within the target times detailed in Table 1 below ("**Response Times**"). Response Times are calculated in respect of Support Hours only.
- 6.2. The timescales set out in this table shall be calculated in relation to the Support Hours only.

Priority	Definition	Response Time	Progress updates to customer (no later than) :
P1	Problematic – Product failing on a regular basis or problems occurring within specific functions or facilities	Within 4 hours from time we have received the Ticket notifying us of the problem	Every 8 hours from receipt of all relevant information, unless otherwise agreed
P2	Non-Critical – Occasional Product failure or problems that can be worked around without undue difficulty or disruption to the Customer's business	Within 4 hours from time we have received the Ticket notifying us of the problem	Every 8 hours from receipt of all relevant information, unless otherwise agreed
P3	Information – No particular disruption to Customer's business	Within 8 hours from the time we have received the Ticket notifying us of the problem	Every 16 hours from receipt of all relevant information, unless otherwise agreed

- 6.3. Where the Ticket relates to a Product then that Ticket will be issued with a priority number from P1 (highest) to P3 (lowest) as detailed in Table 1 above.
 - (a) In the initial response to a ticket, the Consultant will provide an estimated target resolution time.
 - (b) The target resolution time may be altered in discussions between Dotted Eyes and the Customer from time to time. Such alterations shall be at the discretion of Dotted Eyes and dependent on the specific circumstances in question.

7. Escalation Process

- 7.1. We will provide you with an online Technical Support Portal for the logging of Tickets.
- 7.2. Tickets passed back from Dotted Eyes to the Customer will cause the Response Time clock to be suspended. The clock is restarted when the ticket is passed back to Dotted Eyes by the Customer.
- 7.3. The Support Manager will use all reasonable endeavours to resolve the ticket before the next progress update is due. Should this target resolution time elapse without resolution of the ticket, the ticket will, if it is deemed in the reasonable opinion of the Support Manager to be necessary, or if reasonably requested by the Customer, be escalated to an Account Manager, who will decide, after discussions with the Customer, on the most appropriate course of action.
- 7.4. Should the ticket still not be resolved before the next progress update is due, the ticket will, if it is deemed in the reasonable opinion of the Account Manager to be necessary, or if reasonably requested by the Customer, be escalated to the Managing Director of Dotted Eyes.
- 7.5. Dotted Eyes has no obligation or liability under this Agreement to remedy any fault in a third party product it has supplied to the Customer where correction of that fault may be covered under any third party contract which the Customer could have put in place from such vendor, whether or not the Customer has in fact done so.
- 7.6. Alternatively Dotted Eyes may decide (in its discretion) that the ticket requires an on-site visit in order to be resolved. That on-site day may either be called off from the Customer's allocated pre-paid on-site days forming part of the services under this Agreement (if any), or may be ordered at the then current daily rate, through the Customer's usual supplier. If the site visit is required because of some act or omission of Dotted Eyes, and is not required because of some act or omission of the Customer, then the on-site day shall neither be drawn down from Dotted Eyes' pre-paid days, nor charged at the then current daily rate, but shall be provided without cost to the Customer, and whether or not this is the case shall be notified by Dotted Eyes to the Customer before Dotted Eyes attends the site.
- 7.7. Should a site visit be required, the target response time for a site visit is 2 working days. If the site visit is to be carried out by the vendor's personnel then the response time will be governed by the vendor, and an additional charge may be levied if an appropriate hardware or software maintenance contract is not in place with the Customer. Those additional charges shall be the sole responsibility of the Customer.
- 7.8. Should an on-site visit be carried out and the fault is found to have been caused by any act default or omission of the Customer, then a charge of up to one day's consultancy fee may be levied, or the Customer may elect to treat the on-site visit as being drawn down from the Customer's allocated pre-paid on-site days (if any).
- 7.9. Where a ticket has been actioned in accordance with the procedures set out in this Agreement, then the ticket will be closed by Dotted Eyes. When Dotted Eyes proposes to close a ticket, it will send an e-mail to the ticket holder informing them of that proposal. If the Customer does not reply to that e-mail within One Working Day objecting to the ticket being closed, then Dotted Eyes may close the ticket. If the Customer responds to that e-mail the ticket will remain open. If the Customer wishes to reopen a closed ticket he can do so at any time by replying to the e-mail with the ticket reference number in the subject header. Dotted Eyes and the Customer shall then discuss in good faith the further resolution of the ticket. Dotted Eyes reserves the right to close a ticket without the consent of the Customer in the following circumstances:
 - (a) where the fault complained of is due to a bug identified within a third party Product, and for which no fix is currently available;
 - (b) where a bug-fix or an upgrade is available in respect of a bug within a Product and Dotted Eyes has informed the Customer how it may be obtained;
 - (c) where the fault complained of is caused by a conflict within the Customer's hardware and/or software;
 - (d) where no response has been received from the Customer for 10 Working Days following the last communication from Dotted Eyes.

APPENDIX 7: MISO LOUNGE

1. Your relationship with miso

- 1.1. Your use of the miso portal and miso products and services are subject to the terms of a legal agreement between you and miso, a trading Division of Dotted Eyes Limited, 67-71 Northwood Street, Birmingham B3 1TX (furthermore referred to as miso)
- 1.2. Your legal agreement with miso is made up of (A) the miso General Terms (<http://misoportal.com/terms>) (B) miso Lounge Terms (collectively called 'The Terms')
- 1.3. The Terms form a legally binding agreement between you (this includes your organisation its employees and contractors) and miso in relation to your use of its products and services (collectively called 'The Services').

2. Accepting the Terms

- 2.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 2.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.

3. Changes to the Terms

- 3.1. Miso reserves the right to make changes to the Terms from time to time. Therefore you must look at the Terms regularly and check for changes. The modified version of the Terms (the "Modified Terms") will be posted and available to view on the Lounge page (lounge.misoportal.com). If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms.

4. Lounge account

- 4.1. In order to access the lounge you will need to create an account. You must provide accurate and complete information at the time that the account is opened for you. Please note that creation of this account will constitute your acceptance of The Terms.
- 4.2. You must keep us informed of any changes to the account and your information
- 4.3. You must notify us if you are leaving your organisation
- 4.4. It is your responsibility to keep your account password secure and confidential
- 4.5. You must notify us immediately of any breach of security or unauthorised use of your lounge account that you become aware of.
- 4.6. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your miso account

5. Your Responsibilities

- 5.1. If you post any material to the lounge or otherwise make material available by means of the lounge, (any such material, 'Content') you are entirely responsible for the content of and any harm resulting from that Content. That is the case regardless of whether the content in question constitutes text, graphics, an audio file or computer software. By making Content available you are confirming that:
 - The downloading, copying and use of the content will not infringe proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights of any third party;
 - If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
 - You have fully complied with any third-party licences relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
 - The Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
 - The Content is not spam, is not machine- or randomly-generated, and does not contain

unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

- The Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party;
 - Your Content is not getting advertised via unwanted electronic messages such as span links on newsgroups, email lists, blogs and websites and similar unsolicited promotional methods;
 - Your Content is not directed at another contributor in a manner that could be construed as malicious or derogatory in anyway;
 - Your content is not named in a manner that misleads your readers into thinking that you are another person or company; and
 - You have, in the case of Content that includes computer code, accurately categorised and/or described the type, nature, uses and effects of the materials, whether requested to do so by Miso or otherwise.
- 5.2. When visiting the lounge you are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses and other harmful or destructive content.
- 5.3. When visiting the lounge you accept the fact that that the lounge may contain content that is offensive, indecent or otherwise objectionable as well as content containing technical inaccuracies, typographical mistakes and other errors.
- 5.4. You agree to comply with all of our reasonable instructions, guidelines and directions in relation to the set up and use of The Lounge.
- 5.5. You represent and warrant that (i) your use of lounge.misoportal.com with be in strict accordance with Miso's Privacy Policy, Community Guidelines and with these Terms and with all applicable laws and regulations (including without limitation and local laws or regulations in your country, state, city or other governmental area regarding online conduct and acceptable content, including all applicable laws regarding the transmission of technical data exported from the country in which lounge.misoportal.com resides or the country in which you reside) and (ii) your use of lounge.misoportal.com will not infringe or misappropriate the intellectual property rights of any third party. You indemnify us for all costs associated to a breach of the above representations.
- 5.6. miso reserves the right to remove and Content that it deems inappropriate without reason or prior notice being given to the author.
- 5.7. miso reserves the right to remove access/posting rights to the lounge of an individual if they persist in posting Content that offends or violates the terms herein.

6. Intellectual Property

- 6.1. These Terms do not transfer from Miso to you any Miso or third party intellectual property.
- 6.2. All right, title and interest in and to such intellectual property will remain (as between the parties) solely with Miso.
- 6.3. Miso, The Lounge, the Miso logo and all other trademarks, service marks, graphics and logos used in connection with The Lounge or lounge.misoportal.com are trademarks or registered trademarks of Miso or Miso's licensors. Other trademarks, service marks, graphics and logos used in connection with lounge.misoportal.com may be the trademarks of other third parties.
- 6.4. Your use of lounge.misoportal.com grants you no right to licence or reproduce or otherwise use any Miso or third party trademarks.

APPENDIX 8: DATAFLOW

1. Your relationship with miso

- 1.1. Your use of the miso portal and miso portal products and services are subject to the terms of a legal agreement between you and miso, a trading Division of Dotted Eyes Limited, 67-71 Northwood Street, Birmingham B3 1TX (furthermore referred to as miso)
- 1.2. Your legal agreement with miso is made up of (A) the miso General Terms (<http://misoportal.com/terms>) (B) miso DataFlow Terms (collectively called 'The Terms')
- 1.3. The Terms form a legally binding agreement between you (this includes your organisation its employees and contractors) and miso in relation to your use of its products and services.
- 1.4. The Terms apply to all users of miso portal and the DataFlow Service.

2. Accepting the Terms

- 2.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 2.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.

3. Changes to the Terms

- 3.1. miso reserves the right to make changes to the Terms from time to time. Therefore you must look at the Terms regularly and check for changes. The modified version of the Terms (the "Modified Terms") will be posted and available to view on the DataFlow page on the miso portal. If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms

4. Defined Terms & Interpretation (in addition to those in the General Terms)

Authorised Administrator: person authorised to sign legally binding agreements on behalf of the organisation

DataFlow: A web service that provides the user with choices of DataFlow App(s)

DataFlow App(s): A package of algorithms used by DataFlow to process data in a predetermined way.

5. miso portal account

- 5.1. In order to access the service we will create a miso portal account for you and set you up as an Authorised Administrator. You must provide accurate and complete information at the time that the account is opened for you.
- 5.2. You must keep us informed of any changes to the account and your information
- 5.3. You must notify us should you leave the Organisation
- 5.4. It is your responsibility to keep your account password secure and confidential
- 5.5. You must notify us immediately of any breach of security or unauthorised use of your miso Portal account that you become aware of.
- 5.6. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your miso account

6. Use of DataFlow

- 6.1. You must not use DataFlow for any purpose other than to activate data processing tasks utilising the DataFlow App(s)
- 6.2. You agree that you are solely responsible for (and that miso has no responsibility to you or to any third party) for any breach of your obligations under the Terms and for the consequences (including any loss or damage which miso may suffer) of any such breach.

7. Your Obligations

- 7.1. You represent and warrant that throughout the term of this Agreement:- (a) that you have (and will continue to have during your use of the Service) all necessary licences, rights, consents, and permissions which are required to enable miso DataFlow to function in the manner contemplated by the Service and these Terms;

- 7.2. You undertake to defend us from and against any claim or action made against us relating to clause 7.1 and shall fully indemnify us and hold us harmless from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against us as a result of or in connection with any such claim.
- 7.3. You understand that you are solely responsible for the security of your own machines, systems and networks and that miso accepts no accountability for any harm, financial or reputational, caused to your organisation including but not limited to viruses, worms, Trojan horses and other harmful or destructive content
- 7.4. You understand that you are responsible for having up-to-date Anti-Virus protection to safeguard against any instances such as those outlined in 7.3.

8. Fair Usage and Restrictions

- 8.1. Access to the service is restricted by a fair usage policy that expects reasonable usage of the service as detailed in Appendix 8A 'Restrictions'. If usage of the service is deemed at our sole discretion to be in breach of reasonable usage we have the right to suspend the service without notice and without financial recompense.

9. Proprietary Rights

- 9.1. You acknowledge that:- (a) all Intellectual Property Rights contained within DataFlow, DataFlow App(s) and its Software shall belong to us; (b) all Intellectual Property Rights in the Open Source Software belongs to the third party proprietary owner thereof; and (c) that except as expressly stated herein, this Agreement does not grant you any Intellectual Property Rights (including but without limitation any licences) in or to the Software, Services or any related documentation

10. Limitation of Liability

- 10.1. Nothing in these Terms shall exclude or limit miso for losses which may not be lawfully excluded or limited by applicable law.
- 10.2. Subject to the overall provision in paragraph 10.1 above. miso shall not be liable to you for: (a) The deletion of, corruption of, or failure to store, any DataFlow App(s) (b) Your failure to provide miso with accurate account information (c) Your failure to keep your password or miso account details secure and confidential.
- 10.3. The limitations on miso's liability to you in paragraph 10.2 above shall apply whether or not miso has been advised of or should have been aware of the possibility of any such losses arising.

11. Service Level

- 11.1. All DataFlow App(s) will begin working on activation, but processing time will not be guaranteed
- 11.2. The DataFlow service will be available 99% of the time including Scheduled and Unscheduled maintenance. This excludes unscheduled maintenance due to a malicious attack.

12. Maintenance

- 12.1. We may interrupt the Service to perform emergency maintenance. In addition, we may interrupt the Service for scheduled maintenance provided we supply a minimum of 1 weeks' notice. We shall at all times endeavour to keep any service interruptions to a minimum.

13. Termination

- 13.1. On becoming aware of any potential violation of these Terms, miso reserves the right (but shall have no obligations) to terminate a User's access to DataFlow for behaviour which is deemed in violation of these Terms at any time without prior notice and at its sole discretion.

APPENDIX 8A – RESTRICTIONS

1. Restrictions and Fair Usage

- 1.1. The service can only run approved DataFlowApp(s)
- 1.2. Only data consistent with the DataFlow App(s) can be used
- 1.3. No guarantee is given for efficiency of the DataFlow App(s) whilst in use

APPENDIX 9: DATAFLOW APP(S)

1. Your relationship with miso

- 1.1. Your use of the miso portal and miso portal products and services are subject to the terms of a legal agreement between you and miso, a trading Division of Dotted Eyes Limited, 67-71 Northwood Street, Birmingham B3 1TX (furthermore referred to as miso)
- 1.2. Your legal agreement with miso is made up of (A) the miso General Terms (<http://misoportal.com/terms>), (B) miso DataFlow Terms and (C) miso DataFlow App(s) Terms (collectively called 'The Terms')
- 1.3. The Terms form a legally binding agreement between you (this includes your organisation its employees and contractors) and miso in relation to your use of its products and services.
- 1.4. The Terms apply to all users of miso portal, the DataFlow Service and the DataFlow App(s)

2. Accepting the Terms

- 2.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 2.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.

3. Changes to the Terms

- 3.1. miso reserves the right to make changes to the Terms from time to time. Therefore you must look at the Terms regularly and check for changes. The modified version of the Terms (the "Modified Terms") will be posted and available to view on the DataFlow page on the miso portal. If you do not agree to the Modified Terms you must stop using the App(s). Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms

4. Defined Terms & Interpretation (in addition to those in the General Terms)

Anniversary date: 12 months from the earlier of the date on which you first download the DataFlow App, or the commencement date shown on your invoice and every 12 months thereafter.

DataFlow: A web service that provides the user with choices of DataFlow App(s)

DataFlow App(s): A package of algorithms used by DataFlow to process data in a predetermined way.

Service: the DataFlow Service and DataFlow App(s)

5. miso portal account

- 5.1. In order to access the service we will create a miso portal account for you and set you up as an Authorised Administrator. You must provide accurate and complete information at the time that the account is opened for you.
- 5.2. You must keep us informed of any changes to the account and your information.
- 5.3. You must notify us should you leave the Organisation
- 5.4. It is your responsibility to keep your account password secure and confidential
- 5.5. You must notify us immediately of any breach of security or unauthorised use of your miso Portal account that you become aware of
- 5.6. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your miso account.

6. Your Obligations

- 6.1. You represent and warrant that throughout the term of this Agreement:- (a) that you have (and will continue to have during your use of the Service) all necessary licences, rights, consents, and permissions which are required to enable miso DataFlow and the miso DataFlow App(s) to function in the manner contemplated by the Service and these Terms;
- 6.2. You undertake to defend us from and against any claim or action made against us relating to clause 6.1 and shall fully indemnify us and hold us harmless from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against us as a

result of or in connection with any such claim.

- 6.3. You understand that you are solely responsible for the security of your own machines, systems and networks and that miso accepts no accountability for any harm, financial or reputational, caused to your organisation including but not limited to viruses, worms, Trojan horses and other harmful or destructive content
- 6.4. You understand that you are responsible for having up-to-date Anti-Virus protection to safeguard against any instances such as those outlined in 6.3
- 6.5. You warrant to only use data consistent with that which the Data App(s) can be used for.

7. Intellectual Property Rights

- 7.1. You acknowledge that the layout, structure and business logic of the DataFlow App(s) represents our intellectual property and that all Intellectual Property Rights reside with miso.
- 7.2. You acknowledge that:- (a) all Intellectual Property Rights contained within DataFlow, DataFlow App(s) and its Software shall belong to us; (b) all intellectual Property Rights in the Open Source Software belongs to the third party proprietary owner thereof; and (c) that except as expressly stated herein, this Agreement does not grant you any Intellectual Property Rights (including but without limitation licences) in or to the Software, Services, App(s) or any related documentation.
- 7.3. You agree to put in place all reasonable measures to ensure that the intellectual property held within the DataFlow App(s) is not made available to any third party
- 7.4. You agree not to share the DataFlow App(s) outside of your organisation nor will you describe their structure, function or content to any other party
- 7.5. You agree that providing third parties with access or knowledge or understanding of the structure, function or content of the DataFlow App(s) will cause us financial harm that we will look to recover from you
- 7.6. You agree not to use the DataFlow App(s) for any other purpose than for the translation of data.
- 7.7. You agree to comply with all our reasonable instructions, guidelines and directions in relation to the receipt and use of the DataFlow App(s)

8. Licensing

- 8.1. DataFlow App(s) can be installed with an Evaluation Licence, a Standard Licence or a Bureau Licence.
- 8.2. Evaluation and Standard licences authorise the Customer to make internal use of the DataFlow App(s) exclusively for the benefit of the Customer and not to be used by the customer to provide a bureau service for others, or for the benefit of or on behalf of any others.
- 8.3. The Bureau Licence authorises the Customer to distribute the resulting output tables outside their own organisation, subject to the separate data licence granted by Ordnance Survey or the supplier of the input files.
- 8.4. Neither the licence granted under this agreement nor the DataFlow App(s) to which it applies may be assigned, sub-licenced, rented, leased, lent or otherwise transferred by the Customer to any others without the prior written consent of miso.
- 8.5. The licence under this agreement is effective from the earlier of, the date on which you first download the DataFlow App or the commencement date shown on your invoice and shall remain in force for 12 months from this date.

9. Subscription maintenance and Termination

- 9.1. To continue to enjoy the use of your DataFlow App(s) you must renew your licence maintenance subscription or on or before each 12 month Anniversary. You understand that you alone are responsible for ensuring the continued maintenance for your App(s).
- 9.2. Your licence and access to the DataFlow App(s) will be terminated without notice if you fail to renew your subscription on or before each Anniversary date.
- 9.3. If you do not agree to the terms of this agreement you must not make use of the DataFlow App(s) and notify miso by emailing sales@misportal.com and in writing to Dotted Eyes Ltd 67-71 Northwood Street, Birmingham, B3 1TX. Your written notice must include a declaration that the DataFlow App(s) has not been used.
- 9.4. miso may terminate this licence at any time if you fail to comply with any of the Terms herein, if you fail to pay fees due under this agreement on their due date, or if you become insolvent or

have a bankruptcy order made against you, or if you pass a resolution for winding-up or have a petition for winding-up presented or have a receiver or manager appointed of your undertaking or any part thereof.

- 9.5. On becoming aware of any potential violation of these Terms, miso reserves the right (but shall have no obligations) to terminate a User's access to the DataFlow Service and DataFlow App(s) for behaviour which is deemed in violation of these Terms at any time without prior notice and at its sole discretion.
- 9.6. If you transfer possession of any copy, partial copy, modification or merged portion of the DataFlow App(s) to another party, this licence is automatically terminated.

10. Consequences of Termination

- 10.1. Upon termination of this agreement you shall immediately cease use of the DataFlow App(s) and understands that miso will remove access to your further use of the DataFlow App(s).
- 10.2. Termination shall not relieve you of the obligation under this Licence Agreement, including, without limitation, its obligations regarding the confidentiality of the DataFlow App(s) or surrounding the protection of miso from malicious attack or viruses.

11. Copies of Printed Material

- 11.1. You may not copy, in whole or in part any DataFlow App(s) documentation or related materials in printed form.

12. Modifications

- 12.1. You may not modify, adapt, translate, reverse engineer, decompile, disassemble or merge within another programme any portion of the DataFlow App(s), its output or any creative derivative works based on the DataFlow App(s).

13. Copyright

- 13.1. The DataFlow App(s) and all explanatory materials are copyright or miso and may not be distributed, published or transferred to any other party in whole, or in part, without the prior written permission of miso.
- 13.2. You agree to not remove any copyright notices or any confidential or proprietary legends from the DataFlow App(s) or the output tables.
- 13.3. You agree to reproduce such notices and legends on any copy of the DataFlow App(s) output made by you as permitted herein.
- 13.4. Copyright is not transferred to you by this agreement.

14. Nondisclosure

- 14.1. You agree not to provide, disclose or otherwise make available in whole or in part, the DataFlow App(s) to any person or organisation other than the Customer, its staff or its Professional Advisors for the purposes necessary to the Customer's business.
- 14.2. You further agree that the DataFlow App(s) will be strictly safeguarded against disclosure to or use by persons not authorised by miso.
- 14.3. You will take steps as are necessary to ensure that the provisions of this agreement are not violated by any member of staff of the Customer or its Professional Advisors.

15. Warranties and Limitation of Liability

- 15.1. Nothing in these Terms shall exclude or limit miso for losses which may not be lawfully excluded or limited by applicable law.
- 15.2. miso makes no warranties either expressed or implied, with respect to the DataFlow App(s), its quality, performance, merchantability, processing times or fitness for any particular use.
- 15.3. The DataFlow App(s) is licenced 'as is' and with all faults.
- 15.4. miso will not held liable for indirect, incidental or consequential damages resulting from any defects in DataFlow Apps even if miso has been advised of the possibility of such damages.
- 15.5. miso does not warrant that the DataFlow App(s) will meet your requirements or that the DataFlow App(s) will be error free.
- 15.6. Subject to the overall provision in paragraph 15.1 above. miso shall not be liable to you for: (a) The deletion of, corruption of, or failure to store, any DataFlow App(s) (b) Your failure to provide

miso with accurate account information (c) Your failure to keep your password or miso account details secure and confidential

- 15.7. The limitations on miso's liability to you shall apply whether or not miso has been advised of or should have been aware of the possibility of any such losses arising.

16. Service Level

- 16.1. All DataFlow App(s) will begin working on activation but processing time will not be guaranteed.
- 16.2. The DataFlow service will be available 99% of the time including Scheduled and Unscheduled maintenance. This excluded unscheduled maintenance due to malicious attack.

17. Maintenance

- 17.1. We may interrupt the Service to perform emergency maintenance. In addition, we may interrupt the Service for scheduled maintenance provided we supply a minimum of 1 weeks' notice. We shall at all times endeavour to keep any service interruptions to a minimum.

APPENDIX 10 - APP GENERATOR

1. Your relationship with miso

- 1.1 Your use of the miso portal and miso portal products and services are subject to the terms of a legal agreement between you and miso, a trading Division of Dotted Eyes Limited, 67-71 Northwood Street, Birmingham B3 1TX (furthermore referred to as miso)
- 1.2 Your legal agreement with miso is made up of (A) the miso General Terms (<http://misoportal.com/terms>) (B) miso DataFlow Terms (C) miso App Generator Terms (collectively called 'The Terms')
- 1.3 The Terms form a legally binding agreement between you (this includes your organisation its employees and contractors) and miso in relation to your use of its products and services.
- 1.4 The Terms apply to all users of miso portal, the DataFlow Service and the App Generator Service.

2. Accepting the Terms

- 2.1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms.
- 2.2. You can accept the Terms by simply using the Service. You understand and agree that miso will treat your use of the Service as acceptance of the Terms from that point onwards.

3. Changes to the Terms

- 3.1. miso reserves the right to make changes to the Terms from time to time. Therefore you must look at the Terms regularly and check for changes. The modified version of the Terms (the "Modified Terms") will be posted and available to view on the DataFlow page on the miso portal. If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms

4. Defined Terms & Interpretation (in addition to those in the General Terms)

- 4.1. **FME Workspace:** a file with extension .fmw or .fmx that is created by you and submitted to the App Generator
- 4.2. **App Generator:** an internal miso process that involves the inspection and uploading of an FME workspace submitted by you to DataFlow App Generator Service.

5. Miso portal account

- 5.1. In order to access the service we will create a miso portal account for you and set you up as an Authorised Administrator. You must provide accurate and complete information at the time that the account is opened for you.
- 5.2. You must keep us informed of any changes to the account and your information
- 5.3. You must notify us should you leave the Organisation
- 5.4. It is your responsibility to keep your account password secure and confidential
- 5.5. You must notify us immediately of any breach of security or unauthorised use of your miso account that you become aware of.
- 5.6. You agree that you will be solely responsible (to miso and others) for all activity that occurs under your miso account

6. Your Obligations

- 6.1. You represent and warrant that throughout the term of this Agreement:- (a) that you have (and will continue to have during your use of the Service) all necessary licences, rights, consents, and permissions to the FME Workspace submitted by you to the App Generator Service.
- 6.2. You agree to only use the service for the purpose of uploading FME Workspaces
- 6.3. You warrant that FME Workspaces uploaded to the App Generator Service will be free from viruses, worms, Trojan horses and other harmful or destructive content.
- 6.4. You undertake to defend us from and against any claim or action made against us relating to clause 6.1 and shall fully indemnify us and hold us harmless from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against us as a

result of or in connection with any such claim.

7. Intellectual Property Rights

- 7.1. By submitting an FME Workspace to the App Generator Service you are confirming that it is your intellectual property to do with as you wish.
- 7.2. You agree to indemnify us for all costs associated to a breach of clause 7.1
- 7.3. You agree that all content submitted to miso via the App Generator Service becomes the intellectual property of miso.

8. Termination

- 8.1. On becoming aware of any potential violation of these Terms, miso reserves the right (but shall have no obligations) to terminate your access to DataFlow and/or the App Generator Service for behaviour which is deemed in violation of these Terms at any time without prior notice and at its sole discretion.