

## Terms and Conditions

### 1. General

- In these Terms and Conditions, 'we' and 'us' means Pear Technology Services Ltd and 'you' means the person or business that purchases software licences, goods or services as set out in the invoice.
- These terms and conditions apply to all agreements for the sale of software licences, map data licences and other goods or provision of services to the exclusion of any other terms and conditions specified by you.
- Delivery dates for goods, completion of services and software are given as an indication of the estimated delivery time and are not a contractual obligation.
- The ownership of any goods or, in the case of software, the media upon which it is delivered, remains the property of Pear Technology Services Ltd until they have been paid for in full. This includes the payment of VAT and any delivery, post or packing charges included on the invoice.

### 2. Payment Terms

- Invoices for the full amount will be sent in the following instances:
  - After the PSGA Ordnance Survey data has been downloaded
  - After Software has been installed
  - After a first draft of any requested map has been sent
  - After an order has been received for hardware and before despatch
- Any queries regarding invoices must be received within 14 days of the date of invoice.
- VAT will be chargeable at the rate fixed by legislation.
- Unless otherwise agreed, all invoices are due for payment in full within 30 days of the date of invoice. We reserve the right to charge interest on any unpaid amounts at the rate of 5% per annum over the Lloyds Bank plc base rate. Payment for hardware must be received by us before hardware is despatched.
- You shall pay each invoice submitted by Pear Technology Services Ltd in full within 30 days of the date of the invoice and in cleared funds to the nominated bank account as detailed on the invoice.
- Quotations are valid for 2 months from the date of quotation unless stated otherwise.

### 3. Software Licence

#### **PearGIS, PT-Mapper, MapLink and TreeMinder**

- Single user licence is a licence for which the Licensee may install the number of copies of the Software for which licence fees have been paid on a single computer for use by an authorised end-user on the computer on which the Software is installed. Pear Technology may grant a user permission to install the software on a second device. A request should be made via email to [info@peartechology.co.uk](mailto:info@peartechology.co.uk)
- Site Licence is a licence for which the Licensee may install unlimited number of copies of the Software on multiple computers at a single Licensee location for use by authorised end-users on the computers on which the Software is installed.

#### **PocketGIS**

- Single user licence is a licence for which the Licensee may install the number of copies of the Software for which licence fees have been paid on a single computer for use by an authorised end-user on the computer on which the Software is installed.
- You can transfer a license to another device - see the in app help for details on how to do this.

## **Ownership and Licence**

This is a licence agreement and NOT an agreement for sale. Pear Technology continue to own the copy of the computer programs, documentation, data, and other content accompanying this Licence, and all other copies that you are authorised by this Agreement to make (the "Software"). Your rights to use the Software are specified in this Agreement, and Pear Technology retain all rights not expressly granted to you in this Agreement. Nothing in this Agreement constitutes a waiver of Pear Technology rights under UK, European, US, or international copyright law or other regional law.

## **Permitted Uses**

The Software contains copyrighted material, trade secrets, and other proprietary material. You are granted the following rights to the software:

### ▪ **Right to Install and Use**

You may install and use the Software on the number of computers specified by the licence you have bought. The Software is "installed" on a computer when it is installed on a computer. The Software is "in use" on a computer when it is executed. You may not under any circumstances have the Software installed or in use on more computers than you have purchased licences for. If you have installed the software to evaluate on a trial basis then you must either purchase a licence key, or remove the software, when the trial period expires.

### ▪ **Right to Copy**

You may copy the Software for back-up and archival purposes, provided that the original and each copy is kept in your possession and that your installation and use of the software does not exceed that allowed in the "Right to Install and Use" section above.

## **Prohibited Uses**

You may not, without written permission from us:

- Use, copy, modify, merge, or transfer copies of the Software except as expressly authorised in this Agreement.
- Use any back-up or archival copies of the Software (or allow someone else to use such copies) for any purpose other than to replace an original copy if it is destroyed or becomes defective.
- Disassemble, decompile or "unlock", reverse translate, or in any manner decode the Software for any reason other than for the purpose of achieving interoperability or compatibility.
- Place the Software onto a server so that it is accessible via a public network such as the Internet.
- Transfer, sub licence, lease or rent the Software.

## **4. Supply of Ordnance Survey Map Data**

- When Pear Technology Services Ltd supply OS data we will attach the relevant licencing terms at point of supply.
- We will re-invoice for map data on an annual basis unless we have been notified that the data is to be used on a one off basis and then destroyed.
- Please be aware that in accepting this quotation you would be opting to enter into an Ordnance Survey End User Licence, granted by Pear Technology Services Ltd and committing to all terms and conditions set out in the Licence. The Licence is available at:  
<http://www.peartechnology.co.uk/wp-content/uploads/2016/09/Ordnance-Survey-End-User-Licence.pdf>

## **5. Software Maintenance**

- We operate a practice of continuous product development and enhancement. Software updates are those considered to be general enhancements and problem fixes to the programs and are freely available to customers who have subscribed to the Annual Technical Support and Software Update Service.
- Occasionally, major new features are added for which we feel a price increase for the product is justified. In this case, customers will be advised of the upgrade cost.
- Users are not obliged to upgrade and technical support is maintained for older levels of software, although no updates for these older levels will be released.
- We occasionally supply third party software as part of a large package for which we have no control on pricing or update policy, therefore these products are excluded.

## **6. Map Preparation**

- A maximum of two drafts will be sent after which further drafts will be charged at an hourly rate unless stated otherwise.
- We will fix free of charge any errors or omissions of our own making during the map preparation process provided the information supplied is clear and unambiguous.
- We will not accept liability for any consequential costs incurred as a result of errors or omissions in the map preparation work, in the map base data or for defects in our software products.

## **7. Annual Technical Support and Software Update Service**

- Annual Technical Support & Software Update Service is offered for renewal on an annual basis. Invoices will be sent out by us to secure the support for the following 12 months. If Annual Technical Support & Software Update Service is not required going forward, then the customer must contact us and we will issue a credit note. Once a Technical Support & Software Update Service renewal agreement has been entered into for 12 months no refunds are available.
- Customer support is provided by telephone, email and remote access (where available). Telephone rates are standard rates and calls are not time limited.
- Support is provided during office hours (09.00 – 17.00 business days Monday to Friday but not Public Holidays) and although it cannot be guaranteed, immediate help is normally available.
- Although we endeavour to resolve all problems as quickly as possible, there is no commitment on turn-around time.
- We will endeavour to respond to all reasonable requests for help and support however, if a pattern emerges of recurring requests then we reserve the right to suggest additional training at your cost or that we charge for our services at our hourly rate.
- For those who have not subscribed to Annual Technical Support & Software Update Service, help can still be provided but an indication of the one off cost involved will be made in advance.
- Annual Technical support & Software Update Service is mandatory where a payment plan over a number of years has been entered into.

## **8. In case of Dispute**

- These terms and conditions are governed by English law and we and you submit to the exclusive jurisdiction of the English courts.