

Speed Compliance Dashboard Standard Terms and Conditions of use (Public Sector use)

Last updated 14th April 2021

These are the Terms and Conditions between:

(1) The Provider (Agilysis Ltd)

And

(2) The Customer (Public sector organisation commissioning a Speed Compliance Dashboard for their local area)

Please read these terms and conditions carefully before using the Speed Compliance Dashboard which is accessible using the annual ESRI license assigned to the customer and purchased with the Speed Compliance Dashboard and CrashMap Pro. The username and password for the license will be provided on delivery of the product. On commission of a Speed Compliance Dashboard the customer will also receive complimentary access to CrashMap Pro. For CrashMap Pro Terms of Use please go to <https://www.crashmap.co.uk/CrashMapTermsandConditions.pdf>

By accessing and using the Speed Compliance Dashboard you agree to be bound by these terms and conditions. If you disagree with any part of the terms or conditions, then you may not use the product.

The **Customer**:

1. *must* have signed and returned a copy of the Ordnance Survey Standard Form Contractor Licence between the **Licensor** (*the Customer*) and the **Contractor** (*being Agilysis Ltd as the Provider of the product*) which permits the Contractor to access Ordnance Survey data under the PSMA License to provide the Speed Compliance Dashboard on the Licensor's behalf.
2. *must not* share ESRI usernames and passwords and any breach of this condition may lead to your account being suspended. Each licence is provided to a named user as required by ESRI under our Terms and conditions as an approved partner.
3. *must not* share or disclose the modified flow, speed, and congestion data, which has been calculated by the Provider using telematics and other data in conjunction with a third party. These data sets are the intellectual property of Agilysis Ltd, and permission to use them is granted for the Customer's internal use only.
4. *must* acknowledge that while every effort is made to ensure accuracy, the Provider gives no absolute warranty as to the accuracy or completeness of Speed Compliance Dashboard data, nor of any third party data from which Speed Compliance Dashboard data is derived.
5. *will* take reasonable steps to ensure that the Provider receives full and prompt payment by or on behalf of the organisation in respect of any renewal which may be required for

continued provision of the Speed Compliance Dashboard and ESRI licensing, subject to the Provider giving the customer reasonable advance notice of all such charges.

6. *shall* indemnify the Provider against any actions, suits, proceedings, claims, demands, damages, and costs arising from these terms and conditions, or any use of Speed Compliance Dashboard data whether by the Customer or any other party whether or not connected to the Customer.
7. *agrees* that the Provider may immediately and unconditionally revoke access to the Speed Compliance Dashboard if the Customer commits or permits any breach of the stipulations herein, or if the Customer or any other party whether or not connected to the Customer uses the account or Speed Compliance Dashboard data derived therefrom in like breach, unless by explicit prior written consent of the Provider
8. *acknowledges* that The Provider can accept no responsibility for any difficulties faced by the Customer in accessing the tool which are caused by client-side restrictions to internet access.