

Eye-ANALYTICS 12 Month Subscription

Terms and Conditions



1. PERIOD OF SUBSCRIPTION

The Subscription with AIT Spatial Ltd (AIT) will be for a period of **12 months** starting as stated on the confirmation email.

2. SCOPE

AIT will provide a URL and secure login to standard dashboards within **Eye-ANALYTICS**. The login is granted to the person designated on the Subscription or to a nominated representative(s).

3. DASHBOARD

The dashboards provided are preconfigured. Customisation of any dashboards can be provided but it is outside of this Subscription.

4. SURVEY DATA

4.1) Survey data must be in a usable format either .CSV, .XLS or .SHP format. A wide range of formats can be catered for, please contact to discuss.

4.2) All data is subject to data assessment. A sample of data can be submitted. If the data is unsuitable AIT will advise accordingly and the survey will not be published. Unsuitable data could include but is not limited to any of the following:

- Data inconsistencies – ie: best practice not implemented – abbreviations vary within data
 - Invalid dates in date field – ie: 31/06/2017
 - Incorrect data in a fixed field – ie: Yes/No field but has N/A
 - Spelling errors – ie: Wrest Park shown as Rest Park
- AIT will advise on data changes and requirements accordingly.

Please note as with any software, unless your data is of good quality your reports will not reflect the correct information.

4.3) The data loaded or stored within **EYE-ANALYTICS** remains yours (or your clients as appropriate). AIT makes no claims on the data nor the right to republish any information.

5. CHARGES

5.1) Payment at current rate for 12 months subscription is subject to the AIT Conditions of Business.

5.2) The Subscription is restricted to one set of survey data only.

5.3) All charges quoted are exclusive of VAT at the prevailing rate.

6. TRANSFER

The customer may not transfer this Subscription to any other party without the prior written agreement of AIT.

7. TERMINATION

7.1) AIT reserves the right to terminate the Subscription at any time without prior notice. In such circumstances, AIT will refund any purchased fees pro rata.

7.2) AIT may terminate the Subscription immediately if the customer neglects or fails to comply with any of these conditions. The Subscription will terminate without further notice if the customer becomes bankrupt, or makes an agreement with its creditors or goes into liquidation.

8. LIMITATION OF LIABILITY

THE CUSTOMERS ATTENTION IS DRAWN TO THIS CLAUSE REGARDING AIT SPATIAL LIMITATION OF LIABILITY.

The liability for any breach by AIT of its contractual obligations arising under this Subscription shall be limited to damages of an amount equal to the total value of the Subscription. In any event, AIT shall not be liable to the customer in respect of loss of profits, goodwill or any type of special indirect or consequential loss even if such loss was reasonably foreseeable or AIT had been advised of the possibility of the customer incurring the same.

9. THIRD PARTY

AIT uses 3rd party tools in the provision of this service. Changes to the terms and conditions afforded by the third party may influence the service offered by AIT. Where such changes impact the service provision AIT will advise of the impact as soon as possible in writing and with at least 28 days' notice before any changes take effect.

10. GENERAL SUPPORT

10.1) AIT will not be liable, nor deemed to be in default, for any delay or failure in performance under this Subscription, or interruption of the services due to causes beyond the reasonable control of AIT.

10.2) This document sets out the entire terms of the Subscription between the parties and replaces/supersedes all other agreements or misrepresentations.

11. ACCEPTANCE

On purchase of this Subscription the person designated on the Subscription confirms acceptance of the **Eye-ANALYTICS** 12 Month Terms and Conditions detailed above.

If you have any queries concerning this Subscription please contact AIT on +44(0)1462 816648.