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Pebble Geo - End User License Agreement (EULA) - v1.0

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Unlike most license agreements, we've tried hard to write this one in a down-to-earth way, so that it is concise and easy to understand.

As soon as you install Pebble Geo you agree to everything in this EULA. If you don't like something in this EULA, and you don't wish to be bound by it, then you simply agree not to install or use Pebble Geo.

Pebble Geo is a Joint Venture between Sun Spiral Ltd and Tangary Solutions Ltd.

Pebble Geo is licensed to you by the Joint Venture, it is not sold to you. This means that you can use it in your business, but you don't own it, so you can't re-sell it, sub-license it, pass it off as yours, claim an affiliation with the brand, create new products based upon it, and so-on.

You agree that you will use Pebble Geo only for the purpose it was designed for, and that you won't attempt to re-purpose or reverse-engineer any part of it.

Commercial usage is managed by digital activation keys, one per-user. You must keep your key(s) safe and never share them with anyone else (except for a designated license key administrator, if you have one).

Digital activation keys cover an individual user, on an individual computer, and for a specific period of time (usually one year). You must not deploy one copy of Pebble Geo to multiple users, for example by using a thin-client or cloud-based system, or attempt to circumvent the key mechanism or expiry date.

Outputs generated under an 'unlicensed' copy, or a software trial, are for evaluation purposes only, so you agree not to use them commercially.

You may do whatever you wish with the outputs you generate using a commercially-licensed copy of the Pebble Geo software, but this doesn't mean that you own the copyright to the Pebble Geo design templates and styles.

It is your responsibility to make sure that the software is suitable for your needs and for your IT systems before you purchase a commercial license.

Pebble Geo is provided on an 'as-is' basis. This means that, although we have tested it in a range of scenarios, we can't give you a guarantee that it is fit for purpose, that it will operate without error, or produce accurate results. As such, we won't be held liable for any problems, damage or loss of income arising from your use of the software.

If we offer you any type of refund or credit note (up to a maximum of the original purchase price) because you have paid us for the software, but you are not satisfied with the performance, this will be at our sole discretion and it will be a goodwill gesture, not an acceptance of any liability. This does not affect any statutory rights you might have.

If a new version of the Pebble Geo software is made available, you agree to upgrade in a timely manner.

If your company changes ownership you may continue to use an active commercial license for Pebble Geo, so long as the new owner accepts everything in this EULA. If this happens, you agree to let us know in writing.

This EULA is governed by English law. If a court finds any one of the terms of this EULA to be unlawful, all other terms will still remain in force. If we choose not to enforce any of the terms of this EULA at any time, this does not mean that we waive the right to enforce them at a later date.

\*\*\*\*\* THIRD PARTY SOFTWARE TERMS \*\*\*\*\*

As is common practice, the Pebble Geo software uses a number of third-party Open Source code libraries and resources in the background, in form of linked libraries. These libraries and resources are included within the distribution, and are supplied together with copies of their licence and notice files as appropriate. Although you'll never see or notice these libraries when using Pebble Geo, by installing and using Pebble Geo you also need to agree to be bound by the terms of the various Open Source licences which relate to these libraries. The following libraries are included in the distribution:

batik-all-1.13 - Apache Licence version 2.0

commons-collections4-4.1 - Apache Licence version 2.0

commons-io-2.11.0 - Apache Licence version 2.0

commons-logging-1.0.4 - Apache Licence version 2.0

fontbox-2.0.28 - Apache Licence version 2.0  
fop - Apache Licence version 2.0  
GroundhogDesktop - Open Government Licence  
pdfbox-2.0.28 - Apache Licence version 2.0  
poi-3.17 - Apache Licence version 2.0  
poi-ooxml-3.17 - Apache Licence version 2.0  
poi-ooxml-schemas-3.17 - Apache Licence version 2.0  
xml-apis-ext-1.3.04 - Apache Licence version 2.0  
xmlbeans-2.6.0 - Apache Licence version 2.0  
xmlgraphics-commons-2.8. - Apache Licence version 2.0

Pebble Geo also makes use of Open Source source code. By installing and using Pebble Geo you also agree to be bound by the terms of the various Open Source licences which relate to such open source source code. The following open source source code has been utilised:

Groundhog Desktop - MIT Licence

Pebble Geo contains data supplied by Natural Environment Research Council and use of the data is subject to NGDC Terms and Conditions

<https://www.bgs.ac.uk/download/ngdc-terms-and-conditions/>

We hereby gratefully acknowledge the use of additional tools used to package and distribute the Software;

OpenJDK JRE

Eclipse IDE

InnoSetup

ProGuard

Inkscape

For the avoidance of doubt, the use of such libraries, code and tools for the purpose of creating and/or packaging and distribution in no way implies that we, or you, have any ownership over, or are granting you any additional rights to, those tools.

\*\*\*\*\* TERMS AND CONDITIONS OF EACH LICENCE \*\*\*\*\*

1 - Apache Licence Version 2.0

2 - Open Government Licence

3 - MIT Licence

\*\*\* If you do not agree to these terms you must not install or use the software \*\*\*

### 1 - Apache Licence Version 2.0

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Some functions of Pebble Geo make use of linked 3rd party libraries under the terms of the Apache licence.

Please refer to;

<https://www.apache.org/licenses/LICENSE-2.0>

### 2 - Open Government Licence

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Some functions of Pebble Geo make use of the Groundhog library in the form of a linked 3rd party library, and also associated files and templates, under the terms of the Open Government Licence.

Please refer to;

[www.bgs.ac.uk/groundhog](http://www.bgs.ac.uk/groundhog)

and;

<https://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

### 3 - MIT Licence

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Some functions of Pebble Geo make use of linked 3rd party libraries, and also source code, under the terms of the MIT licence.

Please refer to;

<https://opensource.org/licenses/mit/>