

**Combined licence for Aerial Photography
products purchased from
emapsite.com**

Page 2 - Getmapping Aerial Photography End User Licence Agreement

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**Required copyright statements are listed
within each agreement in [blue text](#)**

END USER LICENCE AGREEMENT - GETMAPPING PLC

To be consulted in conjunction with associated invoice from emapsite.com

Company Name: as specified on invoice at point of order

Point of Contact: as specified on invoice at point of order

Company Address: as specified on invoice at point of order

Image to be supplied: Aerial photography as specified on invoice at point of order

Getmapping Job Reference Number: emapsite invoice number + item number

Value Added Resellers Name: emapsite.com Ltd

Value Added Resellers Reference Number: emapsite invoice number + item number

Value Added Resellers Point of Contact: Sales team - sales@emapsite.com

Date of supply: as specified on invoice at point of order

Method of supply: online - customer download from emapsite.com

Fee: as specified on invoice at point of order

Agreed Use:

Personal use, or
Internal business use in perpetuity for the number of users chosen at time of purchase - as specified on invoice at point of order
Use in CAD, GIS and graphics software.
Use in reports to third parties
Up to 10 (ten) copies of prints may be produced.

Images must carry the copyright statement (c) Getmapping plc.

Any special notes:

Uses not covered by this licence: broadcasting, publishing, promotional displays.
For these uses, or for more than 10 (ten) copies of prints or for any other use, please contact emapsite.com.

Please see next page for important terms of licence to use the image(s)

LICENCE TERMS & CONDITIONS

1. In these terms:-
2. "Agreed Use" means the use stated overleaf
3. "Customer" means the customer stated overleaf
4. "Fee" means the fee stated overleaf
5. "Getmapping" means Getmapping.com plc;
6. "Image" means the image(s) stated overleaf; and
7. "Licence" means the licence granted by these terms.
8. Getmapping grants the Customer a non-exclusive, non-transferable licence to use the Image for the Agreed Use. Getmapping agrees to [use reasonable endeavours to] deliver the Image to the Customer on or before the Date of supply unless prevented by circumstances beyond its control.
9. Unless stated overleaf, the Agreed Use will be for a single use.
10. Notwithstanding anything else in these terms, the Customer shall not make use of the Image for any purpose that might, in the reasonable opinion of Getmapping, be derogatory of Getmapping.
11. The Customer acknowledges that Getmapping is the owner of all the intellectual property rights in the Image, and agrees not to do anything that is inconsistent with the rights of Getmapping. In particular, the Customer shall ensure that the Agreed Use shall include a copyright notice stating that the Image is the property of Getmapping. Getmapping shall specify the exact content and position of the notice.
 - The Customer may not make a copy of the Image unless such a copy is wholly and necessarily required for the Agreed Use.
 - The Fee shall be paid by the Customer within 30 days of the date of invoice. If payment is delayed the Customer shall be liable, without limitation to Getmapping's other rights, to pay interest on the monies owing at a rate of 2 per cent per month or part month.
12. Getmapping shall not be liable for any economic, indirect, unforeseeable or consequential loss or damage, whether from negligence or otherwise, arising in connection with the use of the Image.
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16. Getmapping may terminate this Licence forthwith by written notice if the Customer is in breach of this Licence.

17. Upon the termination of this Licence the Customer shall immediately, cease to use the Image and shall return it to Getmapping immediately. If requested the Customer shall confirm in writing that this has been done.

18. The Customer may not assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.

19. Getmapping may assign, transfer, sub-contract, charge or otherwise part with this Licence or any rights or obligations under it.

20. This Licence shall be governed by and construed in accordance with the laws of England and the parties accept the jurisdiction of the courts of England.

21. This Licence constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the parties hereto relating thereto. This Licence may only be varied in writing by a director of Getmapping and an authorised representative of the Customer.

INFOTERRA / GeoPerspectives
RGB AERIAL PHOTOGRAPHY - STANDARD
TERMS & CONDITIONS OF LICENSE

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- RGB Aerial Photography –
[©GeoPerspectives](#)

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The price is exclusive of any applicable Value Added Tax, which the Licensee shall be additionally liable to pay to Licensors. Licensee shall pay in full on order or shall pay within 30 days of the date of invoice, if accepted for an account with Licensors. The time of payment shall be of the essence of the Contract.

All payments shall be made in full without deduction in respect of any set-off or counterclaim.

If the Licensee fails to make any payment on the due date then without prejudice to any other right or remedy available to Licensors, Licensors shall be entitled to: cancel the Contract or suspend any deliveries to the Licensee; appropriate any payment made by the Licensee to such of the Products as Licensors may think fit; and charge the Licensee interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum over the base rate for the time being of Barclays Bank PLC.

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The above warranty is given by Licensors subject to the following conditions:

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Licensors shall be entitled to terminate the license immediately on giving written notice to the Licensee if the Licensee commits any material breach of any term of this contract.

Forthwith upon termination the Licensee shall return to Licensors all copies of the Products or, if requested by Licensors, shall destroy such copies in a manner appropriate.

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The Licensee shall not be entitled to assign, sub-license or otherwise transfer to any third party the benefit of this license. No delay in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach.

This Contract sets out the entire license agreement and understanding between the parties in respect of its subject matter. To the extent that any provision of these Conditions is found, by any court or competent authority, to be invalid, unlawful or unenforceable; that provision shall be deemed not to be a part of these Conditions, it shall not affect the enforceability of the remainder of these Conditions.

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