

Getmapping Aerial Photography  
End User Licence Agreement

**The required copyright statement is listed  
within the agreement in [blue text](#)**

## END USER LICENCE AGREEMENT - GETMAPPING PLC

To be consulted in conjunction with associated invoice from [emapsite.com](http://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](mailto:sales@emapsite.com)

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

**Method of supply:** online - customer download from [emapsite.com](http://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](http://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.
13. Getmapping will use all reasonable endeavours to ensure that the Image is correctly identified and captioned.
14. Save for those express obligations contained in this licence, Getmapping does not warrant or guarantee the merchantability or satisfactory nature or fitness for any purpose of the Image or anything else supplied. Getmapping hereby excludes all warranties, conditions, representations or other terms, whether implied in contract or in statute or arising in any other manner in connection

with this Licence save where it is unlawful by statute to exclude such liability. No oral or written representation not expressly contained in this Licence shall be binding on Getmapping.

15. Getmapping's total liability under this Licence shall be limited to the amount of the Fee. Once this amount has been reached, whether this be for one or several connected or unconnected events, Getmapping's liability shall cease.

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.