

Cities Revealed® End User Licence Agreement

IMPORTANT - READ CAREFULLY BEFORE using the data . This is a legal agreement between you, (“the Customer”) (either an individual or a legal entity such as a corporation) and The GeoInformation® Group (“the Publishers”). By using the data you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the unopened CD-ROM/floppy disk and the accompanying items (including written material) to the place you obtained them with proof of purchase for a full refund.

1. General

- a) These terms and conditions (“the Agreement”) shall exclusively govern the grant of a non-exclusive licence to the Customer by the Publishers for the use of the Product. For the purposes of this Agreement:
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| “ <u>Product</u> ” | means the data on the CD-ROM/floppy disk, the accompanying Software, the CD-ROM disc/floppy disk and the accompanying manuals; |
| “ <u>Derived Product</u> ” | means a dataset compiled by the Customer that contains any element of the Product; |
| “ <u>Software</u> ” | means the software that enables search and retrieval of information contained on the CD-ROM/floppy disk; |
| “ <u>Software Supplier</u> ” | means the third party who provided the Software and whose terms and conditions are attached to this Agreement. |
- b) The Customer may not assign or sub-license any of its rights or obligations under this Agreement without the prior written consent of the Publishers.
- c) This Agreement is governed by the Law of England and the parties accept the non-exclusive jurisdiction of the English courts.

2. Grant of Licence

- a) Single User Licence
This Agreement permits the Customer to use one copy of the Product on a single computer for search and retrieval purposes in the internal operation of the Customer’s organisation only. *Once the Customer has run that portion of the Product which sets up or installs the Product on the Customer’s computer, the Customer may only use the Product on a different computer if the files installed by the set-up or installation program on the first computer (if any) are first deleted.* The Customer may not copy any part of the contents or of the Product from the Product to more than one computer hard disk or other permanent electronic storage device at any one time.
- b) Multiple User Licence
Where the customer wishes to have more than one simultaneous access to the Product at any one time. The licence permits the Customer to have a limited user access to the Product; the number of users which may have simultaneous access to the Product, or any part of it, are determined at the time of purchase from the Publishers or appointed agents. PROVIDED THAT the Customer has a mechanism or process in place to ensure that the number of concurrent users of the Product (e.g. the total number of users capable of accessing the Product over the network at any one time), does not exceed the permitted number of users of the Product (or the maximum number of users permitted under a general network licence) agreed with the Publishers

For the avoidance of doubt, no part of the contents of the Product shall be contained at any one time in more Derived Products than the number of users licensed under this Agreement.

- c) Corporate User Licence
If, rather than purchase a limited user access licence the Customer wishes to use the Product on a computer network and has agreed with the Publishers and paid for the corporate licence, this Agreement permits the Customer to (i) install the set-up/install programs of the Product on any or all computers on the Customer’s network; and (ii) make the Product available over its network either by a CD-ROM disc connected to a network server or by installing the entire Product on the hard disk of its network server.

For the avoidance of doubt, the Product shall remain the exclusive property of the Publishers at all times.

3. Proprietary Rights in the Product

- a) Copyright and all intellectual property rights in the Product including in any images, photographs, animation, videos, audio, music, software and text incorporated in the Product are owned by the Publishers or their suppliers and are protected by United Kingdom copyright laws and international treaty provisions and the Customer acknowledges that it has no rights therein except as set out in this Agreement.
- b) The Customer agrees to comply with the terms of any attached Software Supplier’s licence.



4. Other Restrictions

- a) The Customer may not, except as provided in this Agreement:
- i) duplicate, sell, rent, lease or commercially exploit the Product, information contained therein or any Derived Product; or
 - ii) remove or obscure copyright notices.
- b) The Customer may download extracts from the Product in order to develop a Derived Product only for the Customer's internal and non-commercial purposes provided that:
- i) all such Derived Products shall acknowledge the original source of the base information as being the Product and shall contain the same copyright notices in respect of the base information as appear on the Product. The copyright notice shall be "Cities Revealed® aerial photography copyright The GeoInformation® Group, 2000", and shall be placed - together with the Cities Revealed logo (available on request) on the image or as reasonably near to the image to acknowledge copyright.
 - ii) the Customer does not re-sell, hire or use a Derived Product for any external purpose without having received the prior written approval of the Publishers.

5. Warranty and Liability

- a) The Publishers warrant that the Product will substantially conform to the applicable user documentation accompanying the Product. If the media is defective the Customer should return the Product with dated proof of payment to the place of purchase within 30 days of receipt for replacement at no charge. This is the Customer's sole remedy for defective media.
- b) Although the information contained in the Product has been prepared with reasonable care the Publishers do not warrant the accuracy or completeness of the Product or the results to be obtained therefrom. The Publishers do not warrant that the Customer's use of the Product will be uninterrupted or error free. Any implied warranties on the Product are limited to 30 days from the date of receipt. Any warranties relating to any software within the Product are contained within the Software Supplier's licence attached to this Agreement.
- c) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT the Publishers disclaim all other warranties either express or implied including but not limited to implied warranties of satisfactory quality or fitness for a particular purpose with respect to the Product, accompanying materials and any accompanying hardware to the maximum extent permitted by law.
- d) The Publishers' entire liability and the Customer's exclusive remedy shall be, at the Publishers' option, either
- i) termination of this Agreement and full refund upon return to the Publishers of the Product and all copies thereof; or
 - ii) repair or replacement of the Product. Any replacement will be warranted for 30 days from the date of receipt of the replacement by the Customer.
- e) To the maximum extent permitted by law, in no event shall the Publishers or its suppliers be liable for any damages whatsoever including without limitation special, indirect or consequential loss, damages for loss of business, lost profits, business interruption or other pecuniary loss arising out of the use or inability to use the Product, even if advised of the possibility of such damages. In no case shall the Publishers' liability exceed the fee paid by the Customer save that nothing in clause 5 of this Agreement affects any rights the Customer may have against the Publishers for death or personal injury caused by the Publishers' negligence.

6. Termination

- a) This Agreement will automatically terminate if the Customer (i) is made bankrupt; or (ii) enters into liquidation or / any arrangement with its creditors; or (iii) has a receiver or administrator or administrative receiver appointed with respect to any of its assets; or is in material breach of this Agreement.

Upon termination of this Agreement the Customer must return the Product to the place of purchase and remove any whole or partial copies of the Product and any Derived Products from its computer systems.

7. Compliance

The Customer agrees to provide to the Publishers on demand a certificate signed by an officer of its organisation certifying that its organisation has fully complied with the terms of this Agreement.

