

## END USER LICENCE AGREEMENT

### Pager Power Online Reports and Data (Product)

This licence agreement (Licence) is a legal agreement between the organisation named on the invoice created as part of the order process via the website emapsite.com (Licensee or you) and Pager Power Limited, company number 3487347, whose registered office is at New Mill, Bakers Court, Great Cornard, Sudbury, Suffolk, CO10 0GG (Licensor or we), concerning your use of the Product.

#### 1 GRANT AND SCOPE OF LICENCE

1.1 In consideration of payment of the licence fee paid by you, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Product on the terms of this Licence.

1.2 You may download the Product, print up to 3 copies and use them:

- (a) only for your internal business purposes; and
- (b) only for the Permitted Use.

#### 2 PERMITTED USE

2.1 You may use the product to:

- (a) support the initial assessment of feasibility of wind farm developments; or
- (b) support the identification of areas that may be more suitable for wind farm developments; or
- (c) help determine the impact structures you plan to develop may have on a third party airfield's physical safeguarding criteria;

#### 3 LICENSEE'S UNDERTAKINGS

3.1 You undertake:

- (a) not to copy the Product either in electronic or hard copy form except where such copying is reasonably incidental to the Permitted Use;
- (b) not to vary or modify any text, logos or markings within the Product other than within those fields which are designed to allow modification by you;
- (c) to include the copyright notice of the Licensor on all entire and partial copies you make of the Product on any medium;
- (d) not to resell, sub-license or otherwise make any commercial use of the Product (or any part of it) other than as provided in condition 1.2;
- (e) not to disclose or make available the Product (or any part of it) to any person not within your organisation and the Permitted Use;
- (f) to keep all copies of the Product (and any part of it) secure so as to prevent such unauthorised disclosure occurring accidentally;

3.2 You must permit the Licensor and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises at which any copy of the Product is being kept or used, and to the computer equipment located there, so the Licensor can ensure you are complying with the terms of this Licence.

#### **4 INTELLECTUAL PROPERTY RIGHTS**

4.1 You acknowledge that all intellectual property rights in the Product and its content throughout the world (whether registered or unregistered and including without limitation copyright and any rights in designs) belong to the Licensor, that rights in the Product and its content are licensed (not sold) to you, and that you have no rights in, or to, the Product and its content other than the right to use the same in accordance with the terms of this Licence.

#### **5 LICENSOR'S LIABILITY**

5.1 Nothing in this Licence shall limit or exclude the liability of either party for death or personal injury resulting from negligence or any other matter for which it is not possible to limit liability at law.

5.2 Subject to condition 5.1, the Licensor's liability for losses suffered by you arising out of or in connection with the Product, whether arising in contract, tort (including without limitation negligence), misrepresentation or as a result of infringement of third party intellectual property rights or otherwise, shall be limited as follows:

- (a) the Licensor's maximum aggregate liability shall be limited to a sum equal to the licence fee paid by you;
- (b) the Licensor shall have no liability for loss of income, loss of business profits or contracts, business interruption, loss of the use of money or anticipated savings, loss of information, loss of opportunity or goodwill or reputation, loss of or damage to or corruption of data, or any indirect or consequential loss or damage of any kind, in each case howsoever arising.

5.3 Subject to condition 5.1, the Licensor's liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

5.4 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the Product and its content. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any conditions, warranties, representations or other terms concerning the Product or its content which might otherwise be implied into or incorporated in this Licence, or any collateral contract, whether by statute, common law or otherwise, are excluded to the fullest extent permitted by law.

#### **6 TERMINATION**

6.1 The Licensor may terminate this Licence immediately on written notice to you if:

- (a) you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so;
- (b) a petition for a bankruptcy order to be made against you has been presented to the court; or
- (c) the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation,

whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986).

6.2 Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must cease all activities authorised by this Licence; and
- (c) you must immediately destroy all electronic and hard copies of the Product then in your possession, custody or control and certify to the Licensor in writing that you have done so.

## **7 TRANSFER OF RIGHTS AND OBLIGATIONS**

7.1 This Licence is binding on you and us and on our respective successors and assigns.

7.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

7.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

## **8 NOTICES**

All notices given by you to the Licensor must be given to Pager Power Limited at New Mill, Bakers Court, Great Cornard, Sudbury, Suffolk, CO10 0GG. The Licensor may give notice to you at either the e-mail or postal address you provided when purchasing the Product using the website emapsite.com. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **9 WAIVER**

9.1 If we fail, at any time during the term of this Licence, to insist upon strict performance of any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

9.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

9.3 No waiver by us of any term of this Licence shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **10 SEVERABILITY**

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **11 ENTIRE AGREEMENT**

This Licence together with the online form completed by you and accepted by us together represent the entire agreement between us and you in relation to the licensing of the Product and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

## **12 VARIATIONS**

This Licence and the online form completed by you and accepted by us may not be varied other than with the agreement of both parties in writing (which, in the case of a variation to the terms of this Licence, shall not include email).

## **13 LAW AND JURISDICTION**

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the exclusive jurisdiction of the English courts.