

DATA DOWNLOAD LICENCE

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This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and **MAP LOGIC LIMITED** (Company No: 6722535) whose registered office is at 32 Culley Way, Maidenhead, Berkshire, SL6 3PX (**Licensor us, or we**) for this Map Logic data (**Data**), which includes any computer software, the data supplied with it, and online documentation (**Documentation**).

THIS DOWNLOAD REQUIRES YOU TO ENSURE YOU HAVE A SUFFICIENT AMOUNT OF HARD DISK SPACE IN CONJUNCTION WITH THE RELEVANT SOFTWARE AS SPECIFIED IN THE INFORMATION SECTION FOR EACH DOWNLOAD. BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND ANY EMPLOYEES. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE DATA TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING PROCESS NOW. IN THIS CASE YOU MAY NOT DOWNLOAD OR ORDER ANY DATA FROM THIS WEBSITE.

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1.1 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Data and the Documentation in the UK for the duration of the licence period (as set out in the information section for each download) (**Licence Period**) on the terms of this Licence.

1.2 During the Licence Period you may:

- (a) download, and use the Data for your internal business purposes only either (as agreed between the parties):
 - (i) on one CPU if the Licence is a single-user licence or the Data is for single use; or
 - (ii) if the Licence is a multi-user or network licence, by the number of concurrent users agreed between you and us;
- (b) transfer the Data from one computer to another provided it is used on only one computer at any one time;
- (c) use any Documentation in support of the use permitted under condition 1.1 and make up to 2 copies of the Documentation as are reasonably necessary for its lawful use.

2. LICENSEE'S UNDERTAKINGS AND WARRANTY

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Data or Documentation except where such copying is incidental to normal use of the Data, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Data or Documentation;
- (c) to supervise and control use of the Data and ensure that the Data is used by your employees and representatives in accordance with the terms of this Licence;
- (d) to include the copyright notice of the Licensor on all entire and partial copies you make of the Data on any medium;
- (e) not to provide or otherwise make available the Data in whole or in part, in any form to any person other than your employees without prior written consent from the Licensor;
- (f) that you accept this website contains links to other sites and resources provided by third parties which may include the Data. You warrant to us that you have read, understood and accepted the terms and conditions as exist from time to time of any third party sites before proceeding to download the Data. You further acknowledge that we have no control over the contents of those sites or resources and that we accept no responsibility for them or for any loss or damage that may arise from your use of them.
- (g) not to use, store or otherwise allow or disseminate any of the Data (or any derivative database or list created using the Data) beyond the expiry of the Licence Period.
- (h) to pay on demand the requisite licence fee as applies from time to time for an additional Licence Period if the Data is used in contravention of clause 2.1(g).

3. INTELLECTUAL PROPERTY RIGHTS

3.1 You acknowledge that all intellectual property rights in the Data and the Documentation anywhere in the world belong to the Licensor, that rights in the Data are licensed (not sold) to you, and that you have no rights in, or to, the Data or the Documentation other than the right to use them in accordance with the terms of this Licence.

4. WARRANTY

- 4.1 The Licensor warrants that for a period of 90 days from the date of download (**Warranty Period**) the Data will, when properly used, perform substantially in accordance with the functions described in the Documentation (provided that the Data is used properly on the computer and with the correct software for which it was designed and that there is a sufficient amount of hard disk space as referred to in the accompanying documentation), and that the Documentation correctly describes the operation of the Data in all material respects.
- 4.2 You acknowledge that the Data has not been supplied to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Data as described in the Documentation meet your requirements.
- 4.3 You acknowledge that the Data may not be free errors, and agree that the existence of minor errors shall not constitute a breach of this Licence.
- 4.4 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Data in consequence of which it fails to resemble substantially in accordance with the description in the Documentation, and such defect or fault does not result from you having amended the Data or used it in contravention of the terms of this Licence, the Licensor will, at its sole option replace the Data, provided that you make available all the information that may be necessary to help the Licensor to remedy the defect, including sufficient information to enable the Licensor to recreate the defect.

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, fraud, fraudulent misrepresentation, or deliberate personal repudiatory breaches of this agreement.
- 5.2 Subject to condition 5.1, the Licensor's liability for losses suffered by you arising out of or in connection with this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall be limited as follows, even if such losses result from the Licensor's deliberate personal repudiatory breach of this agreement:
- (a) loss of income;
 - (b) loss of business profits or contracts;
 - (c) business interruption;
 - (d) loss of the use of money or anticipated savings;

- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 5.2 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of condition 5 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this condition 5.2.

- 5.3 Subject to condition 5.1 and condition 5.2, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to 100% of the Licence Fee.
- 5.4 Subject to condition 5.1, condition 5.2 and condition 5.3, the Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the UK.
- 5.5 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Data and Documentation. 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 condition, warranty, representation or other term concerning the supply of the Data and Documentation which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

6. TERMINATION

- 6.1 The Licensor may terminate this Licence immediately by 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 of written notice requiring you to do so; or
 - (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, unable to pay your 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;
- (c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- (d) you must immediately delete or remove the Data from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Data then in your possession, custody or control and, in the case of destruction, certify to the Licensor 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. EVENTS OUTSIDE OUR CONTROL

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by events outside our reasonable control (**Force Majeure Event**).

8.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

8.3 Our performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

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 of these terms and conditions 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

11.1 This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Data and Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

11.2 We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or be implied from

anything said or written in negotiations between us prior to entering into this Licence except as expressly stated in this Licence.

- 11.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

12. 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 non-exclusive jurisdiction of the English courts.