THIS IS A LICENCE AGREEMENT BETWEEN ABP MARINE ENVIRONMENTAL RESEARCH LTD (*"LICENSOR"*) AND YOU

YOU MUST READ AND ACCEPT ALL THE TERMS AND CONDITIONS SET OUT BELOW BEFORE YOU USE THE SOFTWARE. BY USING THE SOFTWARE, YOU (AN INDIVIDUAL OR LEGAL ENTITY) AGREE WITH THE LICENSOR TO BECOME THE LICENSEE TO THIS LICENCE AGREEMENT AND CONSENT TO BE BOUND BY ALL OF ITS TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENCE AGREEMENT, DO NOT USE THE SOFTWARE.

1 Grant of Licence

- 1.1 By using the Software the Licensor grants you (*"the Licensee"*) a non-exclusive, non-transferable limited licence to use the accompanying Estuaries Database 2002 content, data sets and software, including without limitation the Ordnance Survey Data and United Kingdom Hydrographic Office Data forming part of the content, electronic documentation (if applicable) and associated material (*"the Software"*) for the Licensee's internal business and research purposes only, not for profit and strictly in accordance with the terms and conditions of this Licence Agreement and any additional terms and conditions which are set out in the Software.
- 1.2 The Licensee may only use the Software by copying, transmitting or loading it into a single hard disk or other storage device such that the Licensee's computer may process the Software. The Licensee may make one copy of the Software for back-up purposes, maintaining always the same copyright information as the original.
- 1.3 The Licensee is not permitted (save to the extent allowed by law) to copy the Software otherwise than for use of the Software for normal operation in accordance with this Licence Agreement. The Licensee shall not (save to the extent allowed by law) disassemble, decompile or reverse engineer the Software, nor translate, adapt, modify, lease, rent, loan, re-sell, redistribute, sub-lease, sub-license or create derivative works from the Software and in all cases whether or not for gain or otherwise. The Licensee must ensure that the copyright notice of the Licensor is duplicated as it appears in or on the Software on all authorised copies. The Licensee must not assign or transfer this Licence Agreement to any third party. The Licensee shall not display the Software on a public bulletin board, ftp site, website, chat room or by any other unauthorised means. The Licensee shall destroy the Software and all upgrades (if any) or copies in its possession promptly upon termination of this Licence Agreement or discontinuance of the licence granted, for whatever reason.

2 **STEMgis Free View Software**

- 2.1 The Software is made available on the STEMgis Free View Software platform.
- 2.2 The Software does not include nor does this Licence Agreement grant or confer any rights in or in connection with the STEMgis Free View Software. The Licensee's use of the STEMgis Free View Software is governed by a separate licence agreement with Discovery Software Limited, a copy of which is available on the CD ROM on which the Software is provided ("the CD-ROM").

3 CD-ROM

3.1 The Licensee owns only the CD-ROM (or authorised replacement) subject to the terms of this Licence Agreement. The Licensee may retain the CD-ROM on termination of this Licence Agreement provided the Software has been erased.

4 Licence Fee

4.1 The Licence Fee is to be agreed between the Licensor and Licensee. The Licence Fee reflects the production costs of the Software and is non-refundable.

5 Warranties and Liabilities

- 5.1 The Licensor warrants that the CD-ROM will be free from defects in materials and workmanship under normal use for a period of 90 days after the date of original purchase ("*the Warranty Period*"). If a defect in the CD-ROM occurs during the Warranty Period it may be returned with proof of purchase and (so far as the Licensee is able) a documented example of that defect or error to the Licensor who will replace it free of charge. The warranty in this Clause represents the Licensee's sole remedies for any breach of the said warranty.
- 5.2 The Software is provided 'as is' without any warranty of any kind either express or implied including but not limited to the implied warranties of satisfactory quality or fitness for a particular purpose.
- 5.3 The express terms of this Licence Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are excluded to the fullest extent permitted by law.
- 5.4 The Licensor does not warrant that the Software will be error-free or that such errors will be corrected and the Licensee is solely responsible for all costs and expenses associated with rectification, repair or damage caused by such errors.

Y:\EstuariesDatabase2003_Licence.doc EstuariesDatabase2003_Licence

5.5 Except for death or personal injury arising from the Licensor's negligence, the Licensor excludes and disclaims all liability for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Licence Agreement, the Software, its use or otherwise. The Licensor expressly excludes liability for indirect, special, incidental or consequential loss or damage (including without limitation loss of profits or business) howsoever caused even if advised of the possibility of such damages. Notwithstanding the foregoing, in the event the Licensee incurs any liability whatsoever under this Licence Agreement, such liability is limited to the licence fee paid by the Licensee for the Software.

6 **Ownership of the Software**

- 6.1 The Licensor (together with the third parties referred to in Clause 8.1 below) shall at all times remain the owners of their respective intellectual property and like proprietary rights subsisting in or used in connection with the Software (including without limitation copyrights and database rights).
- 6.2 The Licensor may terminate this Licence Agreement at any time if the Licensee is in breach of any of the terms and conditions of this Licence Agreement. The Licensee may terminate this Licence Agreement at any time by destroying the Software and all copies of it. If the Licensor notifies the Licensee of such termination, the Licensee shall comply with the provisions of this Licence Agreement.
- 6.3 The Crown owns the intellectual property rights in the Ordnance Survey and United Kingdom Hydrographic Office Data which forms part of the Software. The Licensee shall not have any rights or interests in the Ordnance Survey or United Kingdom Hydrographic Office Data other than as described in this Licence Agreement. The Ordnance Survey Data is reproduced from the Ordnance Survey 1:50,000 and 1:250,000 scale mapping with the permission of the Controller of Her Majesty's Stationary Office © Crown copyright. The United Kingdom Hydrographic Office Data is reproduced from Admiralty charts and publications with the permission of the Controller of Her Majesty's Stationary Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. The Licensee must ensure that it protects and does not interfere with any trade names and trademarks that are in or accompany the Ordnance Survey and United Kingdom Hydrographic Office Data. All copies of the Ordnance Survey Data in whatever from must contain the following acknowledgement: "© Crown Copyright. All rights reserved 2002. Licence number GD272361_FD2110".

7 Trade Marks

7.1 The trade marks and logos ("the Trademarks") used and displayed in the Software are registered and unregistered trademarks of the Licensor and others and may not be used in any advertising or Y:\EstuariesDatabase2003_Licence.doc

EstuariesDatabase2003 Licence

other publicity materials in relation to the distribution of any information or materials obtained from the Software without the prior written consent of the Trademark owner.

- 7.2 Ordnance Survey and the "OS" symbol are registered trade marks of Ordnance Survey. Ordnance Survey is the national mapping agency of Great Britain.
- 7.3 The United Kingdom Hydrographic Office, its crest and "Admiralty" are trade marks of the United Kingdom Hydrographic Office.

8 Third Parties

- 8.1 Ordnance Survey (whose principal office is Romsey Road, Southampton, SO16 4GU), the United Kingdom Hydrographic Office (whose principal office is Admiralty Way, Taunton TA1 2DN), the Licensor and the legal entities identified as such in the Software developed and/or own all of the intellectual property rights in the Software (*"the Third Parties"*).
- 8.2 The Third Parties may enforce the terms of this Licence Agreement subject to and in accordance with the terms of this Licence Agreement and the provisions of the Contract (Rights of Third Parties) Act 1999.

9 Law and Jurisdiction

9.1 This Licence Agreement shall be construed in accordance with and governed by English law and subject to the non-exclusive jurisdiction of the English courts.