

MARINE AND COASTAL DATA  
STANDARD TERMS AND CONDITIONS  
OF LICENSE

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- (ii) RASTER CHARTS XL – nautical chart images produced by Hydrographic Offices from which the LICENSOR has removed the land portion
- (iii) ENCS – official nautical chart data produced by Hydrographic Offices
- (iv) MARINE THEMES – marine mapping data produced by the LICENSOR from re-engineered nautical chart data and other data provided by Hydrographic Offices or other authorities
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No order which has been accepted by the LICENSOR may be cancelled by the LICENSEE except with the agreement in writing of the LICENSOR and on terms that the LICENSEE shall indemnify the LICENSOR in full against all losses including loss of profit, all labour and materials used, damages, charges and other expenses incurred by the LICENSOR as a result of such cancellation.

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- (ii) The LICENSOR shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the PRICE has not been paid in full and, except in respect of death or personal injury caused by LICENSOR'S negligence, the LICENSOR shall not be liable to the LICENSEE for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever which arises out of or in connection with the supply of the DATA PRODUCTS, except as expressly

provided in these Terms and Conditions.

- (iii) Except in respect of injury to or death of any person the LICENSOR'S aggregate liability for breach of contract, negligence or other default shall not exceed the value of the contract i.e. the PRICE.
- (iv) Except as expressed here all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

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The LICENSOR shall not be liable to the LICENSEE or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the LICENSOR'S obligations in relation to the DATA PRODUCTS, if the delay or failure was due to any cause beyond LICENSOR'S or LICENSED PARTNER'S reasonable control.

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The LICENSEE shall indemnify and keep the LICENSOR indemnified against all costs, expenses, damages and demands incurred by the LICENSOR in respect of any alleged infringement of the patents, trademarks, copyright, design or other industrial property rights used by the LICENSOR at the request of the LICENSEE.

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The LICENSEE shall not be entitled to assign, sub-license or otherwise transfer to any third party the benefit of this license. No delay in enforcing the provisions of this contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach. This contract sets out the entire license agreement and understanding between the parties in respect of its subject matter. To the extent that any provision of these terms and conditions is found, by any court or competent authority, to be invalid, unlawful or unenforceable; that provision shall be deemed not to be a part of these conditions, it shall not affect the enforceability of the remainder of these conditions.

#### 13. GOVERNING LAW AND JURISDICTION

These conditions shall be governed by and construed in accordance with the laws of England and Wales.

#### 14. SPECIAL CONDITIONS FOR WEB SERVICES

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The LICENSOR has the right to monitor usage and to suspend access to the DATA SERVICES at any time should unusual activity or misuse be detected. The LICENSOR will notify the LICENSEE with revised access details as soon as reasonably possible. The revised access details will need to be applied to the application to restart using the DATA SERVICES. Note the LICENSEE is liable for any charges as a result of page impressions exceeding the permitted threshold.