

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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- (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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13. GOVERNING LAW AND JURISDICTION

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

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