

END USER LICENCE AGREEMENT FOR LSS COMPUTER SOFTWARE

Issued by the Licensors

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**PLEASE CONTACT THE ABOVE IF YOU HAVE ANY QUERIES ABOUT THIS
LICENCE BEFORE YOU USE THE SOFTWARE TO WHICH IT RELATES**

IMPORTANT – TERMS OF USE – PLEASE READ CAREFULLY

The following End User Licence Agreement ('EULA') is a legal agreement between you (an individual, organisation and/or legal entity), hereinafter known as the Licensee, and McCarthy Taylor Systems Limited, hereinafter known as the Licensors, whose registered office is at Aerial View, Acorn House, Shab Hill, Birdlip, Gloucestershire GL4 8JX, U.K.

This EULA governs the use of LSS software ('the software') by the Licensee and includes, but is not limited to, all associated media, printed materials, electronic or online documentation, upgrades, updates and supplements. This licence is applicable to the Licensee only and the licence granted herein is for the benefit of the Licensee only.

By installing and using the LSS software, you are confirming acceptance of the software by the Licensee and that the Licensee agrees to be bound by the terms of this EULA and becomes liable for payment of the licence fees.

If you do not agree to the terms of this EULA, you should not install the software and immediately notify the Licensors who will inform you of the returns procedure to be followed.

In order to comply with future changes, such as Government legislation or developments in the field of Information Technology, it may become necessary to modify the terms of this EULA. Any such changes will be published by the Licensors either on their website or by other suitable means. Any modification will become part of the EULA and continued use of the software by the Licensee will imply acceptance of these modifications.

When installing the software, you will be presented with three visual buttons to select whether or not you wish to proceed with using the LSS software and print out this EULA. To fully activate the software, it must be enabled by the Licensors.

END USER LICENCE AGREEMENT

RECITAL

Further to a distribution agreement made between McCarthy Taylor Partnership (the copyright owners of the Licensed Program Materials) and the Licensors, the Licensors have agreed to deliver to the Licensee certain Licensed Programs and to grant the Licensee a non-exclusive licence to use such programs and their associated documentation upon the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

'the Licence'	means the licence granted by the Licensors pursuant to Clause 9(1)
'the Licensors'	McCarthy Taylor Systems Ltd whose registered office is at Aerial View, Acorn House, Shab Hill, Birdlip, Gloucestershire, GL4 8JX U.K. and designated email address is licence@dtmssoftware.com
'the Licensee'	means any individual, organisation or legal entity which has accepted the terms of this End User Licence Agreement ('EULA')
'the Equipment'	means the Licensee's computer equipment and operating system in respect of which the Licence is granted
'the Licensed Programs'	means the software programs of the Licensors
'the Specification'	means the specification of the Licensed Programs describing the facilities and functions thereof as specified in the Schedule
'the Program Documentation'	means the operating instructions, technical literature and all other related materials in eye-readable form supplied to the Licensee by the Licensors for aiding the use and application of the Licensed Programs
'the Media'	means the media on which the Licensed Programs and the Program Documentation are recorded or printed as provided to the Licensee by the Licensors
'the Program Security Device'	means the computer hardware ('Dongle') or software device designed to limit the use of the Licensed Programs to that agreed between the Licensors and Licensee
'the Licensed Program Materials'	means the Licensed Programs, the Program Documentation, the Media and the Program Security Device
'Use the Licensed Programs'	means to read all or any part of the Licensed Programs from magnetic or other storage media into the Equipment for the storage and running of the Licensed Programs
'Use the Licensed Program Materials'	means to use the Licensed Programs, to read and possess the Program Documentation in conjunction with the Use of the Licensed Programs and to possess the Media
'the Delivery Date'	means the date the Licensee receives the Licensed Program Materials or such extended date as may be granted pursuant to Clause 22
'the Licence Fee List'	means the list of Licence Fees that may be issued by the Licensors from time to time.

2. Products and services to be provided

The Licensors hereby agree to:

- (1) grant to the Licensee a non-exclusive licence to Use the Licensed Program Materials on and in conjunction with the Equipment;
- (2) deliver the Licensed Programs to the Licensee;
- (3) provide installation and operating instructions to the Licensee;
- (4) provide the other services hereinafter described;

upon the terms and conditions hereinafter contained.

3. Delivery

On the Delivery Date the Licensors shall deliver the Licensed Program Materials to the Licensee. The Licensed Programs so delivered shall consist of one copy of the Licensed Programs in executable form on suitable storage media.

4. Payment

(1) On the Delivery Date, the Licensee shall pay to the Licensors or their appointed agent a first Licence Fee equal to the appropriate sum obtained from the Licence Fee List.

(2) On each anniversary of the Delivery Date, the Licensee shall pay to the Licensors an annual Licence Fee equal to the appropriate sum obtained from the Licence Fee List as long as this Agreement is in force.

(3) If so requested by the Licensee (other than pursuant to Clause 5) the Licensors may supply to the Licensees additional copies of the Licensed Programs for use only with the Equipment, and for each such additional copy, respectively, the Licensee shall pay to the Licensors the appropriate sums obtained from the Licence Fee List.

(4) The sums and charges payable under this Agreement are exclusive of Value Added Tax (or any local taxes that may be applicable) which shall be paid by the Licensee at the rate and in the manner for the time being prescribed by law.

(5) Any charges payable by the Licensee hereunto for additional services provided by the Licensors shall be paid within 30 days after the receipt by the Licensee of the Licensors' invoice.

(6) If any sum payable under this Agreement is not paid within 30 days after the due date then (without prejudice to the Licensors other rights and remedies) the Licensors reserve the right to charge interest on such sum on a day to day basis (as well after as before any judgment) from the due date of payment (both dates inclusive) at the rate of 2 percent above the base rate of Investec Bank plc for the time being in force.

(7) If any sum payable under this agreement is not paid within 3 months after the due date then (without prejudice to the Licensors other rights and remedies) the Licensors may terminate the Licence.

(8) The Licensors reserve the right to amend the Fees set out in the Licence Fee List. If the Fees are to be increased, the Licensors will give not less than three months notice in writing via their Website or other suitable means.

(9) Payment by the Licensee of any sum due under the Licence Agreement shall be validly made if made to the Licensors in the Company name, or to their appointed agent in the case of the first licence fee.

5. Risk

Risk in the Media shall pass to the Licensee on delivery. If the Licensee thereafter accidentally loses, destroys or damages any part of the Media the Licensors shall, if satisfied that such loss, destruction or damage was accidental, promptly replace the same (embodying the relevant part of the Licensed Programs or Program Documentation) subject to the Licensee paying the cost of such replacement as specified in the Schedule. Risk in the Program Security Device shall pass to the Licensee on delivery. If thereafter the Device is lost or stolen, the full value of the relevant LSS licence fee together with the replacement fee of the Device itself will be payable to the Licensors for a replacement. If the Device becomes damaged due to physical abuse or connection to faulty or inappropriate equipment, it must be returned to the Licensors who will determine whether a replacement fee is to be charged.

6. Acceptance

The Licensee shall satisfy itself that the Licensed Programs meet its requirements before agreeing to this EULA. If the Licensee does not agree to comply with the Terms of this EULA, the Licensee must not install the Licensed Programs and notify the Licensors within seven days of the Delivery Date. The Licensors will then specify the procedure for returning the Licensed Program Materials. INSTALLING THE LICENSED PROGRAMS IMPLIES FULL ACCEPTANCE OF THE TERMS OF THIS EULA.

7. The Equipment

For any Equipment supplied by the Licensee, the Licensee shall be responsible for ensuring that the Equipment is fully operational and complies with that specified in the Schedule.

8. Warranty

(1) (a) The Licensors warrant that the Licensed Programs will provide the facilities and functions set out in the Specification when properly used on the Equipment and that the Program Documentation and the Licensed Programs will provide adequate instruction to enable the Licensee to make basic use of such facilities and functions. The Licensors may offer additional instruction or training at extra cost.

(b) If the Licensors receive written notice from the Licensee of any breach of the said warranty then the Licensors shall at their own expense and within a reasonable time after receiving such notice remedy the defect or error in question provided that they have received all Licence Fees due to the Licensors from the Licensee.

(c) The said warranty shall be subject to the Licensee complying with its obligations hereunder and to there having been made no alterations to the Licensed Programs by any person other than the Licensors. When notifying a defect or error the Licensee shall (so far as it is able) provide the Licensors with a documented example of such defect or error.

(d) The Licensors shall have no liability or obligations under the said warranty other than to remedy breaches thereof by the provision of materials and services within a reasonable time and without charge to the Licensee. If the Licensors shall fail to comply with such obligations its liability for such failure shall be limited to a sum equal to the most recent Licence Fee. The foregoing states the entire liability of the Licensors, whether in contract or tort, for defects and errors in the Licensed Program Materials which are notified to the Licensors.

(2) The Licensee acknowledges that the Licensed Programs have not been prepared to meet the Licensee's individual requirements and that it is therefore the responsibility of the Licensee to ensure that the facilities and functions described in the Specification meet its requirements. The Licensors shall not be liable for any failure of the Licensed Programs to provide any facility or function not specified in the Specification.

(3) Except as expressly provided in this Agreement no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, quality, performance, merchantability or fitness for purpose of the Licensed Program Materials is given or assumed by the Licensors and all such warranties, conditions, undertakings and terms are hereby excluded.

9. Licence

(1) The Licensors hereby grant to the Licensee a non-exclusive Licence to Use the Licensed Program Materials on and in conjunction with the Equipment subject to the terms and conditions contained herein.

(2) The Licensee shall not permit any third party access to or use of the Licensed Program Materials (in any way whatsoever) save for the Licensee's own employees or contracted agents in connection with the business of the Licensee.

(3) The use of the Licensed Program Materials is restricted to use on and in conjunction with the Equipment and up to the maximum number of copies licensed at any one time.

(4) The Licence shall not be deemed to extend to any programs or materials of the Licensors other than the Licensed Program Materials unless specifically agreed to in writing by the Licensors.

(5) The Licensee hereby acknowledges that it is licensed to use the Licensed Program Materials only in accordance with the express terms of this Agreement and not further or otherwise.

(6) Copies of the Licensed Programs may be installed on different units of the Equipment subject to Clause 9 (3) and a back up copy made.

10. Duration of Licence

The Licence shall commence on the Delivery Date and shall continue until terminated in accordance with any of the provisions of Clause 20 or any other clause of this Agreement.

11. Proprietary rights

(1) The Licensed Program Materials and copyright and other intellectual property rights of whatever nature therein belonging to or licensed to the Licensors shall remain the property of the Licensors and the Licensors reserve the right to grant Licences to use the Licensed Program Materials to any other party or parties.

(2) The Licensee shall notify the Licensors immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Licensed Program Materials by any person.

(3) The Licensee will permit the Licensors to check the use of the Licensed Program Materials by the Licensee at all reasonable times and for that purpose the Licensors shall be entitled to enter any of the Licensee's premises (and so that the Licensee hereby irrevocably licenses the Licensors, their employees and agents to enter any such premises for such purpose) subject to the Licensor complying with all regulations and safety rules in force at the Licensee's premises.

(4) The Licensors warrant that normal use of the Licensed Program Materials on and in conjunction with the Equipment and within the terms and conditions of the Licence Agreement will not infringe the intellectual property rights of any third party.

(5) Certain aspects of the Licensed Program Materials may derive from a licence issued by another organisation to the Licensors which licence imposes limitations on any third party to whom the Licensors grant a licence. Where such limitations are imposed these are set out in the Schedule under LICENCE LIMITATIONS.

12. Confidentiality of Licensed Program Materials

(1) The Licensee undertakes to treat as confidential and keep secret all information contained or embodied in the Licensed Program Materials and the Specification and all information conveyed to the Licensee (hereinafter collectively referred to as 'the Information').

(2) The Licensee shall not without prior written consent of the Licensors divulge any part of the Information to any person except:

(a) the Licensee's own employees and then only to those employees who need to know the same;

(b) the Licensee's auditors, HM Customs & Revenue or their equivalent outside the United Kingdom and any other persons or bodies having a right duty or obligation to know the business of the Licensee and then only in pursuance of such right duty or obligation;

(c) any person who is for the time being appointed by the Licensee to maintain any equipment on which the Licensed Programs are for the time being used (in accordance with the terms of the Licence) and then only to the extent necessary to enable such person to properly maintain such equipment.

(3) The Licensee undertakes to ensure that the persons and bodies mentioned in paragraphs (a), (b) and (c) of sub-clause (2) are made aware prior to the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the Licensors. The Licensee shall indemnify the Licensors against any loss or damage which the Licensors may sustain or incur as a result of the Licensee failing to comply with such undertaking.

(4) The Licensee shall promptly notify the Licensors if it becomes aware of any breach of confidence by any person to whom the Licensee divulges all or any part of the Information and shall give the Licensors all reasonable assistance in connection with any such proceedings which the Licensors may institute against such person for breach of confidence.

(5) The foregoing obligations as to confidentiality shall remain in force and effect notwithstanding any termination of the Licence or this Agreement.

13. Assignment

The Licensee shall not be entitled to assign, sub-licence or otherwise transfer the Licence whether in whole or in part save that the Licensee shall be entitled to assign the entire benefit of the Licence (but not part thereof) to any company which is for the time being a holding company or a subsidiary of the Licensee or a subsidiary of any such holding company subject to such company entering into a written undertaking with the Licensors to comply with the terms and conditions hereof. When assigning, the Licensee will pass the Program Security Devices to the Assignee and delete all copies of the Licensed Programs from any units of Equipment not being transferred to the Assignee and certify this in writing to the Licensors.

14. Security and control

The Licensee shall during the continuance of the Licence:

(1) effect and maintain adequate security measures to safeguard the Licensed Program Materials from access or use by any unauthorised person;

(2) retain the Licensed Program Materials and all copies thereof under the Licensee's effective control;

15. Alterations

The Licensee hereby undertakes not to alter or modify the whole or any part of the Licensed Program Materials in any way whatsoever nor to permit the whole or any part of the Licensed Programs to be combined with or become incorporated in any other programs.

16. Maintenance, updates and enhancements

(1) The Licensors will maintain the Licensed Program Materials for the duration of the Agreement. Such maintenance will include the remedy of any errors as provided in Clause 8 (1)(b) and any changes which the Licensors deem to be justified to improve the operation of the Licensed Program Materials the changes to be issued from time to time by the Licensor as updates.

(2) The Licensee shall install any updates provided by the Licensors on notification of the same as the Licensors will then cease to maintain superseded versions of the Licensed Program Materials.

(3) The Licensors may offer significant enhancements to the Licensed Program Materials from time to time at such fees as the Licensors deem fit but there shall be no obligation on the part of the Licensee to purchase same.

17. Operating instructions

The Licensors shall provide the Licensee with a set of operating instructions containing sufficient information to enable proper installation and use of all the facilities and functions set out in the Specification.

18. Training

Any training required by the Licensee shall be provided by the Licensors in accordance with their standard scale of charges for the time being in force.

19. Licensee's confidential information

The Licensors shall treat as confidential all information supplied by the Licensee under this Agreement which is designated as confidential provided that this Clause shall not extend to any information which was rightfully in the possession of the Licensors prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause). The Licensors shall not divulge any confidential information to any person except to their own employees and then only to those employees who need to know the same. The Licensors shall ensure that the employees are aware of and comply with the provisions of this Clause. The foregoing obligations shall survive any termination of the Licence or this Agreement.

20. Termination

(1) The Licensee may terminate the Licence at any time by giving at least 3 months prior written notice to the Licensors.

(2) The Licensors may terminate the Licence forthwith on giving notice in writing to the Licensee if:

(a) the Licensee commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the Licensors so to do, to remedy the breach (such request to contain a warning of the Licensors' intention to terminate); or

(b) the Licensee permanently discontinues the use of the Licensed Program Materials; or

(c) the Licensee fails to pay any sum due under this Agreement within three months after the due date

(3) Save as expressly provided in sub-clause (2) or elsewhere in this Agreement the Licence may not be terminated by the Licensors.

(4) Forthwith upon the termination of the Licence the Licensee shall return to the Licensors the Licensed Program Materials and all copies of the whole or any part thereof or, if requested by the Licensors, shall destroy the same (in the case of the Licensed Programs by permanently erasing them from any media on which they are stored) and certify in writing to the Licensors that they have been destroyed.

(5) Any termination of the Licence or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

(6) The Licensee shall not be entitled to a refund of any monies paid by the Licensee to the Licensors if this Agreement is terminated save that payable under Clause 8 (1)(d).

(7) In the event that the Licensors enter into any composition with their creditors or enter into liquidation whether compulsory or voluntary (other than for purposes of solvent reconstruction or amalgamation) or have a receiver appointed of all or any part of their assets or undertaking or cease business for any reason or are no longer entitled to license the Licensed Program Materials then the Licensees will be informed and shall have the option of either:

a. entering into a new Licence Agreement with the copyright owners of the Licensed Program Materials or their appointed Licensors under the same terms and conditions as this Licence with accrued rights and benefits or

b. terminating the Licence Agreement in which case the provisions of sub clause (4) hereto will apply or

c. in the event that the copyright owners are no longer in business or are unable to carry out the duties of the Licensors detailed in this Licence Agreement or fail to appoint Licensors so to do, the Licensees may continue to use the Licensed Program Materials with no further payment on condition that no further support, maintenance or updates will be provided. The Licensees shall not then be entitled to sell or transfer their Licensed Program Materials to a third party.

21. Dispute

Any dispute which may arise between the parties concerning this Agreement shall be determined as follows:

(1) if the dispute shall be of a technical nature concerning the interpretation of the Specification or relating to the functions or capabilities of the Licensed Program Materials or any similar or related matter then such dispute shall be referred for final settlement to an expert nominated jointly by the parties or, failing such nomination within 14 days after either party's request to the other, nominated at the request of either party by the President for the time being of the British Computer Society. Such expert shall be deemed to act as an expert and not as an arbitrator. His decision shall (in the absence of clerical or manifest error) be final and binding on the parties and his fees for so acting shall be borne by the parties in equal shares unless he determines that the conduct of either party is such that one party should bear all such fees;

(2) in any other case the dispute shall be determined by the High Court of Justice in England and the parties hereby submit to the exclusive jurisdiction of that court for such purpose.

22. Force majeure

Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party) provided however that any delay by a sub-contractor or supplier of the party so delaying shall not relieve that party from liability for the delay except where such delay is beyond the reasonable control of the sub-contractor or supplier concerned. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law):

(a) any costs arising from such delay shall be borne by the party incurring the same;

(b) either party may, if such delay continues for more than 5 weeks, terminate this Agreement forthwith on giving notice in writing to the other in which event neither party shall be liable to the other by reason of termination save that the Licensee shall pay a reasonable sum in respect of any work carried out for them prior to such termination and for that purpose the Licensors may deduct such sum from any amounts previously paid by the Licensee under this Agreement (the balance (if any) of which shall be refunded to the Licensee whether paid by way of a deposit or otherwise).

23. Licensee's Warranty

The Licensee warrants that he has not relied on any oral representation made by the Licensors or their Agents or Dealers or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by the Licensors or their Agents or Dealers which are only intended to convey a general idea of the products and services mentioned therein.

24. Liability

(1) The Licensee shall indemnify the Licensors and keep the Licensors fully and effectively indemnified against any loss or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Licensee, their employees, agents or sub-contractors.

(2) Except in respect of injury to or death of any person (for which no limit applies) the liability of the Licensee under sub-clause (1) in respect of each event or series of connected events shall not exceed £1,000,000.

(3) Notwithstanding anything else contained in this Agreement the Licensors shall not be liable to the Licensee for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

25. Waiver of remedies

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

26. Entire agreement

This agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument published by the Licensors and deemed acceptable to the Licensee by its continued use of the software.

27. Notices

All notices which are required to be given hereunder shall be in writing. For notices to the Licensors, they shall be sent to the registered office address set out in this Agreement or such other address as the Licensors may designate by notice given in accordance with the provisions of this Clause. Licensees may also give notices using email for which the Licensors have designated licence@dtmssoftware.com as a reserved address solely for this purpose. For notices to the Licensee, they shall be sent to the registered office address or, failing this, the nominated address or email address last notified to the Licensors in accordance with the provisions of this clause, for which purpose the Licensors undertake to keep a record of any changes notified to them. Any such notice may be delivered by hand or by first class pre-paid letter, fax or email and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by fax or email when despatched.

28. Headings

The headings to the Clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of the Agreement.

29. Exchange control

It is a condition of this Agreement that the Licensee shall, where applicable, obtain all necessary exchange control approvals and permissions to enable the sums due under this Agreement to be paid promptly in pounds sterling.

30. Publicity

The Licensors shall be entitled to state in any publicity, press release, article, editorial or suchlike that they may issue from time to time that the Licensee uses the Licensed Program Materials and to describe the purpose for which they are being used.

31. Commercial Use

Certain licences, mainly those relating to government or educational establishments, are issued on the condition that the Licensee is not entitled to use the Licensed Program Materials for any commercial purpose whatsoever. Licensees may check the use permitted for each copy by accessing the Licensed Program commands 'Help/About LSS' or 'Configure/Licence'.

32. Leasing/Contract Hire

The Licensors or their appointed agents may offer facilities to enable Licensees to lease the Licensed Program Materials in which case the fees payable under this agreement may become payable to a third party under the terms of the lease agreement.

33. Data Loss

The Licensors do not accept liability for loss of data, howsoever caused, and whether by faults in hardware or software. Licensees are strongly recommended to back up data on a regular basis to minimise the consequences of data loss.

34. Program Protection and Control

The Licensors may incorporate internal or external systems into the Licensed Program Materials to ensure that the Licensed Programs are only operated according to the terms of this Licence Agreement. These may include provisions, which may be time sensitive, to disable the Licensed Programs should breaches of the Licence Agreement occur.

35. Law

This Agreement shall be governed by and construed in accordance with the laws of England.

THE SCHEDULE

This schedule applies to the EULA between McCarthy Taylor Systems Limited, the Licensors, and you, the Licensee

The Licensed Programs	McCarthy Taylor Partnership LSS software.
The Specification	Interactive program to read suitable terrain data; create and edit triangular Digital Terrain Models; provide plan displays with feature identification on suitable equipment; generate contours; and provide data for input to various other systems.
The Equipment	Minimum main requirement - PC or compatible micro-computer running WINDOWS XP, or later, operating system. Due to continuing software development, this minimum requirement may change. (See also Clause 7 of this Agreement).
Storage Media	DVD or similar, as agreed
Media Replacement Fee	Ten pounds sterling
Program Security Device Replacement Fee	If returned damaged – fifty pounds sterling. If lost or stolen - last licence fee for that copy(s) plus fifty pounds sterling.

LICENCE LIMITATIONS

Pursuant to Clause 11 of the Agreement, the Licensee is required to take due note of the following:

Each copy of this software is licensed for use on a single computer system at one time and is protected by United Kingdom and United States Copyright Law as well as International Treaty provisions. The licensee may, for each licensed copy of the software, use the software on a single computer system, move the software to another computer system as long as there is no possibility of it being used on more than one computer at the same time and make backup copies of the software for archival purposes. The Licensee may not make copies of the software, except as permitted as above, redistribute any portions of the software or remove or obscure copyright and trademark notices. It may be necessary to obtain local or United States licenses to export or re-export this package or use it within any country other than the U.K.