

ADP EULA

ADMIRALTY Digital Publications

End-user Licence Agreement for ADMIRALTY Digital Publications

1. THE PARTIES

The UKHO

The UK Hydrographic Office, for and on behalf of the UK Secretary of State for Defence, of ADMIRALTY Way, Taunton, Somerset, TA1 2DN, United Kingdom.

"The Licensee" or "You"

The user of the Software who has confirmed its acceptance of the terms set out in this Licence pursuant to Clause 2.

2. PURPOSE

2.1. The terms set out in this Licence will govern the Licensee's Use of the Software as defined in Clause 3 and is not an agreement for the sale of the Software to the Licensee. Nothing in this Licence shall be deemed to transfer any rights, other than the licence grant contained herein, including any intellectual property rights in the Software to the Licensee.

2.2. Depending on the manner in which the Licensee accesses and/or receives the Software, it confirms its agreement to the terms and conditions set out in this Licence either by:

2.2.1. clicking the "I accept" button to proceed with the installation where downloading or installing electronically; or

2.2.2. breaking the seal securing any CD or other physical media on which the Software is stored where obtaining a hard copy of the Software; or

2.2.3. otherwise continuing to Use the Software.

If you do not agree with the terms of this Licence you must not use the Software and must either return the hard copy of the Software to your supplier and/or delete any electronic version of the Software from your systems.

3. DEFINITIONS

In this Licence the following words shall have the following meanings:

ADMIRALTY Products means those products sold by the UKHO and listed in its publication NP131 as updated from time to time.

Authorised Users means the Licensee, those persons notified to the UKHO by the Licensee's nominated vessel representative and the supplier of the Software to the Licensee.

Permit means the electronic product key supplied by the UKHO and used to give the Licensee access to the Data

Registered Equipment means computer equipment that has been registered with the UKHO by the Licensee for the use of the Software.



Software means the products listed below, including any accompanying documentation, text or security keys required to decrypt the software for display and customer service and any enhancements, revisions or modifications to the same.

- 3.1. **ADMIRALTY TotalTide**
- 3.2. **ADMIRALTY Digital List of Lights**
- 3.3. **ADMIRALTY Digital Radio Signals**

Use means to load, install or run the Software on the Workstations, or for the supplier of the Software to do the same remotely for installation and set up purposes on behalf of the of the Licensee.

4. GRANT AND SCOPE OF LICENCE

- 4.1. The UKHO hereby grants the Licensee a non-exclusive, non-transferable licence to:
 - 4.1.1. Use, and permit Authorised Users to Use, the Software on Registered Equipment;
 - 4.1.2. make one working copy of the Software, such copy to be subject to all terms and conditions of this Licence.
 - 4.1.3. The individual software products (or areas or volumes) to which this EULA applies are shown in our e-mail confirming your purchase and detailing the licence keys to activate the element(s) of ADMIRALTY Digital Publications licensed to you. Your licence does not entitle you to use any of the other element(s) of ADMIRALTY Digital Publications.
- 4.2. The Licensee agrees to ensure that the Authorised Users are made fully aware of, understand and agree to abide by the terms of this Licence before they are allowed Use of the Software. The Licensee accepts full responsibility for the acts or omissions of its Authorised Users.
- 4.3. The licence granted in this clause 4 does not entitle the Licensee to use any other ADMIRALTY Products.

5. USE OF THE SOFTWARE

To enable the Licensee to use the Software the UKHO may place a 'cookie' onto the Licensee's Registered Equipment. Details of how and why the UKHO uses cookies to enable the Licensee to use the Software can be found at <http://www.admiralty.co.uk/pages/PrivacyPolicy.aspx>

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All intellectual property rights in the Software shall remain the property of the British Crown, the UKHO and/or its licensors and suppliers. The Licensee shall acquire no intellectual property rights in the Software save as otherwise provided in this Licence.
- 6.2. The Licensee undertakes that all material belonging to or under the control of the UKHO to which the Licensee gains access or receives directly or indirectly as a result of the operation of this Licence shall not be used or accessed by the Licensee, its Authorised Users or any of its employees or any other person acting on its behalf for any purpose other than as set out in and for the purposes envisaged in this Licence.
- 6.3. The Licensee shall give prompt notice to the UKHO if the Licensee becomes aware of any unauthorised use or exploitation of the Software by any third party and shall procure that Authorised Users, its employees or any other person acting on its behalf do the same.



7. RESTRICTIONS

- 7.1. The Licensee confirms that the rights set out at clause 4 constitute the entire licence granted to the Licensee and that this clause 7 is not exhaustive and does not operate to prejudice the legal rights of the UKHO or to exclude or limit the applicability of the general law.
- 7.2. Any copies of the Software in the Licensee's possession whether hard copies or electronic copies must not be sold, hired or transferred in any way to a third party without the express permission of UKHO.
- 7.3. The Licensee undertakes:
- 7.3.1. subject to clause 4.1.2 not to copy the Software;
 - 7.3.2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
 - 7.3.3. not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 7.3.4. not to load the Software on to a network server for the purposes of distribution to one or more computer(s) on that network or to effect such distribution (such use requiring a separate licence);
 - 7.3.5. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except where explicitly permitted under local law;
 - 7.3.6. to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
 - 7.3.7. to supervise and control use of the Software and ensure that the Software is used by the Authorised Users, employees and representatives of the Licensee in accordance with the terms of this Licence;
 - 7.3.8. to include the copyright notice of the UKHO on all entire and partial copies of the Software in any form; and
 - 7.3.9. not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from the UKHO.

8. TERM AND TERMINATION

- 8.1. This licence will terminate upon expiry of the Permit.
- 8.2. The UKHO may terminate this Licence immediately on written notice if:
- 8.2.1. the Licensee commits a material or persistent breach of the Licence; or
 - 8.2.2. the Licensee's financial position is such that its directors, shareholders or creditors take or are entitled to take steps to institute formal insolvency proceedings of a type provided for by the Insolvency Act 1986 (or any similar or analogous legislation, whether under English law or otherwise), including without limitation administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement or bankruptcy, or if the Licensee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.
- 8.3. The UKHO may terminate this Licence for any reason by giving the Licensee not less than 90 days' written notice.
- 8.4. Upon termination of this Licence the Licensee shall return or destroy all copies, including partial copies, of the Software supplied to it under this Licence.

9. VARIATION

- 9.1. The UKHO reserves the right to amend the provisions of this Licence. Details of any such amendments, and the date from which they will become effective, shall be notified on the website (<www.admiralty.co.uk>) from time to time and the Licensee should regularly check the site for updates. The terms of this Licence shall be deemed to have been varied from the date on which they are updated on that site.



10. DISCLAIMER

- 10.1. The UKHO shall make all reasonable efforts to ensure that the Software is accurate and error free.
- 10.2. Other than for fraud, fraudulent misrepresentation or death or personal injury caused by the UKHO's negligence (unless this can be excluded under local law), the UKHO's total aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise will be limited to the net amounts You have paid for the use of the Software in the 12 months leading up to the claim.
- 10.3. The Licensee acknowledges that it is responsible for complying with local laws and regulations of the jurisdiction in which it uses and imports the Software. The Software should not be accessed or imported in any jurisdiction where for any reason the use or availability of the Software is prohibited. UKHO does not represent that the Software complies with laws in all jurisdictions.
- 10.4. The UKHO's liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the UK.
- 10.5. This Licence sets out the full extent of the UKHO's obligations and liabilities in respect of the supply of the Software. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the UKHO except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software 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.
- 10.6. Nothing in this Licence is intended to affect any statutory rights that you may have if you are receiving this Licence as a consumer and are using the Software for private use and not for commercial use.

11. Limited Warranty

- 11.1. UKHO warrants that when used with a recommended hardware configuration the latest editions kept up to date of the Software and Data will perform substantially in accordance with the Documentation for ninety days following your receipt of each edition of such Software and Data.
- 11.2. If the latest editions of the Software or the Data do not perform substantially in accordance with the Documentation the entire and exclusive liability of UKHO and its licensors shall at UKHO's sole discretion be limited to either the replacement of the Data, the Software and the Documentation or the refund of the licence fee you paid for the Data, the Software and the Documentation. No oral or written advice provided to you by UKHO, its distributors or its employees shall operate to create a warranty or to increase the scope of this warranty. Nothing in this contract shall prejudice your statutory rights as a consumer.
- 11.3. To make a warranty claim you must as soon as reasonably practicable return the edition of the Software and the Data in question to the location where you obtained it along with a copy of your sales receipt.

12. GENERAL

- 12.1. *Assignment and Sub-Licensing:* Save as otherwise provided in this Licence the Licensee is not entitled to assign or sub-license to any third party any of its rights or obligations under this Licence without the UKHO's prior written consent. The UKHO shall be entitled to assign or contract-out its rights and obligations under this Licence to any person, but the UKHO shall give notice of such assignment in writing to the Licensee.
- 12.2. *Severability:* If any part, term or provision of this Licence not being of a fundamental nature be held illegal or unenforceable the validity or enforceability of the remainder of this Licence shall not be affected.
- 12.3. *Rights of third parties:* No right is granted to any person who is not a party to this Licence in their own right and the Parties declare that they have no intention to grant any such right.
- 12.4. *Entire Agreement:* This Licence supersedes and cancels all previous agreements and working arrangements whether oral or written, express or implied between the Parties in respect of or in connection with the matters referred to in this Licence.
- 12.5. *No Waiver:* No waiver of any term or condition of this Licence shall be effective unless made in writing and signed by the Party against which enforcement of the waiver is sought. The waiver of any breach of any term or any condition of this Licence shall not be construed as a waiver of any subsequent breach of a term or condition of the same or different nature.
- 12.6. *Governing Law:* This Licence shall be governed by and construed and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts except that either party may seek an interim injunction or other urgent relief in any court of competent jurisdiction. It is hereby agreed for the benefit of UKHO that the submission to the jurisdiction of the English Courts shall not (and shall not be construed so as to) limit the right of UKHO to bring legal proceedings in any other court of competent jurisdiction including without limitation the courts having jurisdiction by reason of the Licensee's domicile. Legal proceedings by UKHO in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction whether by way of substantive action, ancillary relief, enforcement or otherwise.

