Customers accept that software products purchased are on a non-refundable basis and for usage under the Product End User Licence terms & conditions

MAPS IN MINUTES™ and atlas digital maps™ Software LIFELONG END USER LICENCE SUMMARY

The Licence must be kept together with the Software and made available to any authorised user of the product

SUMMARY OUTLINE OF SCOPE OF USE OF LIFELONG END USER LICENCE FOR MAPS IN MINUTES™ ("MIM") Software and atlas digital maps™ ("adm") Software

- 1. The right to duplicate and/or create Map Images from the Software as outlined below for personal, professional, educational and Commercial Use with the exception of European Union purchasers restricted to business usage only in accordance with MIM EUL Clause 2:-
- (a) unlimited print for distribution free of charge except for a newspaper or magazine or up to 5 separate books
 - If the End User is a newspaper or magazine publisher, a copy of the Software is permitted for one publication title
 - If the End User is a book publisher, a copy of the Software is permitted for up to 5 separate books

 A second or subsequent edition of a book or extra language of a book shall be treated as a separate book
- (b) computer screen electronic display as part of an internet or intranet site, powerpoint or word presentation, CD-Rom or DVD publication (i.e. 'electronic display') subject to the following conditions:-
 - Electronic display is for access or distribution free of charge
 - A copy of the Software must be purchased for each electronic display for access or distribution on a paid basis
 - Map Images are in raster format (with a resolution no greater than 72 dots per inch) or a format which is password protected (e.g. pdf) or a format which cannot be decompiled
 - · No Map Image may be in any PostScript® language vector format, used or made available as clip art

N.B. No Map Image (i) may be used for purposes of defence or (ii) cartographic data (e.g. country boundaries or names) be changed (added, erased, amended, etc.) that would cause any offence.

Please email sales@mapsinminutes.com or Tel. +44 (0)1840 212 135 for additional requirements or other applications including:-

- Video, film,TV broadcast or, other than the permitted above, on-line usage
- Printed products (other than newspapers, magazines or books) for distribution on a paid basis, for example, posters
 or wall murals for resale
- · Map Image content exceeding 15% in any newspaper, magazine, book or electronic display
- Printed or online atlas publishing
- · Usage of any Map Image sourced from Collins Bartholomew Country Maps Database for purposes of defence
- Multiuser licences
- 2. The End User (e.g. designer supplying a client) may provide Map Images to an individual third party on the following terms:-
 - Up to 10 Map Images (with the exception of City Map Images see below) for each third party. An additional copy of the Software must be purchased for each third party the End User supplies with more than 10 Map Images
 - For City Map Images, the End User must purchase a copy of the Software solely on behalf of each third party

3. Copyright Notice

Any reproduction of the Map Images must incorporate the Copyright Notice as supplied by the manufacturer on the 'Copyright notice' layer of the Software map file used. Accordingly, the Copyright Notice will be one of the following:-

- ©MAPS IN MINUTES™ (year). All rights reserved.
- ©MAPS IN MINUTES™ (year) Contains Ordnance Survey data ©Crown copyright and database right 2020
- ©MAPS IN MINUTES™/Lovell Johns (year)

In internet sites, the Copyright Notice additionally must be hyperlinked to http://www.mapsinminutes.com or http://www.atlasdigitalmaps.com.

In books, the Copyright Notice may be legibly incorporated on the imprint page (only).

©RH Publications 2021. All rights reserved RH Publications trades as MAPS IN MINUTES™and atlas digital maps™ End of Licence Summary

Full Licence reads below:-

Customers accept that software products purchased are on a non-refundable basis and for usage under the Product End User Licence terms & conditions

MAPS IN MINUTES™ and atlas digital maps™ Software LIFELONG END USER LICENCE

Please read this Licence carefully, it sets out the terms on which the End User is entitled to use MAPS IN MINUTES™ Software or atlas digital maps™ Software (hereinafter referred to as "the Software"). You may not load, copy or use the Software in whole or in part on any computer without the licence of RH Publications and then only in accordance with the terms of this Licence by which you accept to be bound on a non-refundable basis.

The Licence must be kept together with the Software and made available to any authorised user of the product.

DEFINITIONS

MIM Software shall mean the "MAPS IN MINUTES" Mapping Product supplied under this Licence.

adm Software shall mean the "atlas digital maps" Mapping Products supplied under this Licence.

The Software shall mean MIM Software and adm Software.

Map Images shall mean map images duplicated or created from the Software whether to view on screen or printed out as hard copy. **City Map Images** shall mean map images duplicated or created from City Map Products in which the software supplied is referred to as "City Maps".

End User shall mean the authorised individual to whom MIM Software or adm Software has been supplied. **Commercial Use** shall mean the reproduction of any of the Map Images or Flag Images in any media for display or distribution to any third party whether free or on a paid basis.

OWNERSHIP & ACKNOWLEDGEMENTS

1. RH Publications owns intellectual property rights in the Software and Map Images which includes but is not limited to copyright and trademarks. RH Publications is authorised to license all other intellectual property rights vesting in the Software.

RH Publications trades as MAPS IN MINUTES™ and atlas digital maps™. RH, MAPS IN MINUTES and atlas digital maps are trademarks of RH Publications. Adobe Illustrator, Acrobat, Photoshop and PostScript are registered trademarks of Adobe Systems Incorporated. Apple and Macintosh are registered trademarks of Apple Computer Inc. Windows and Vista are trademarks of the Microsoft Corporation.

SCOPE OF USE AND RESTRICTIONS

2. RH Publications grants to the End User under the following non exclusive licence the right to duplicate and create Map Images from the Software for personal, professional, educational and Commercial Use, subject to the terms and conditions set out in this Licence.

No Map Image (i) may be used for purposes of defence or (ii) cartographic data (e.g. country boundaries or names) be changed (added, erased, amended, etc.) that would cause any offence.

- N.B. MIM Software is licensed to European Union purchasers strictly for business usage only, for the avoidance of doubt, not for usage by consumers (private individuals and non-business entities, for example, public authorities or charitable bodies). All EU purchasers agree to provide their VAT number or, if not VAT registered, other evidence that they are in business.
- **2.1** Any reproduction of the Map Images for Commercial Use in any media MUST legibly incorporate the Copyright Notice as supplied by the manufacturer on the 'Copyright notice' layer of the Software or adm Software map file used. Accordingly, the Copyright Notice will be one of the following:-
 - ©MAPS IN MINUTES™(year). All rights reserved.
 - ©MAPS IN MINUTES™ (year) Contains Ordnance Survey data ©Crown copyright and database right 2020
 - ©MAPS IN MINUTES™/Lovell Johns (year)

In internet sites, the Copyright Notice additionally must be hyperlinked to http://www.mapsinminutes.com or http://www.atlasdigitalmaps.com.

In books, the Copyright Notice may be legibly incorporated on the imprint page (only).

- **2.2** The End User may reproduce the Map Images for hardcopy output to paper, slide, transparency, textiles and fabrics and any other printed media on the following conditions:-
- (i) An unlimited number of hardcopy output of the Map Images is permitted without the prior written consent of RH Publications and payment of any appropriate additional fee on the condition that such hardcopy output is only for distribution to any third party free of charge and not on a paid basis except for a newspaper, magazine or book publication in accordance with Clauses 2.4 and 2.5 below.

- (ii) No Map Image may be incorporated in a Commerciall Use printed atlas publication without the prior written consent of RH Publications and payment of an additional fee.
- **2.3** If the End User supplies Map Images to any third party (by way of example but not limited to a cartographer, designer, photographer, cartographic agency or design group supplying Map Images to a third party client), the following conditions apply:-

With the exception of City Map Images (see below), the End User shall provide no more than 10 Map Images for each third party. An additional copy of the Software must be purchased for each third party the End User supplies with more than 10 Map Images. Any Map Image supply must comply with Clause 2.1, and, as applicable, Clauses 2.2; 2.4 (ii), 2.5 (ii)-(iii) and 2.6.

For City Map Images, the End User must purchase a copy of the Software solely on behalf of each third party. Any Map Image supply must comply with Clause 2.1, and, as applicable, Clauses 2.2; 2.4 (ii), 2.5 (ii)-(iii) and 2.6.

- 2.4 If the End User is a newspaper or magazine publisher, the following conditions apply:-
- (i) A copy of the Software must be purchased for each publication title.
- (ii) The Map Images must not exceed 15% of the total content of any newspaper or magazine publication without the prior written consent of RH Publications which may be subject to an additional fee.
- (iii) The Map Images must legibly incorporate the Copyright Notice as outlined in Clause 2.1.
- 2.5 If the End User is a book publisher, the following conditions apply:-
- (i) A copy of the Software is permitted for up to five separate books. Any second or subsequent edition or extra language edition of a book shall be treated as a separate book for these purposes.
- (ii) The Map Images must not exceed 15% of the total content of any separate book without the prior written consent of RH Publications which may be subject to an additional fee.
- (iii) The Copyright Notice as outlined in Clause 2.1 must be legibly incorporated on the imprint page (only) of any book publication. Each separate book must also incorporate the applicable copyright acknowledgement of those data suppliers as acknowledged by RH Publications on each applicable map start-up screen of the Software.
- (iv) No Map Image may be incorporated in a Commerciall Use printed atlas publication without the prior written consent of RH Publications and payment of an additional fee.
- **2.6** The End User may reproduce Map Images for computer screen electronic display as part of an internet or intranet site, powerpoint or word presentation, CD-Rom or DVD publication (hereinafter within Clause 2.6 referred to as 'electronic display') on the following conditions:-
- (i) The Map Images Images MUST be strictly in either raster format with a resolution of no greater than 72 dpi (dots per inch) or a format which is password protected (e.g. pdf) or a format which cannot be decompiled. For the avoidance of doubt no Map Images may be in any PostScript® language vector format.
- (ii) Any Map Image reproduction must legibly incorporate the Copyright Notice as outlined in Clause 2.1. Within any internet site the Copyright Notice additionally must be hyperlinked to http://www.mapsinminutes.com or http://www.atlasdigitalmaps.com. Any CD-Rom or DVD publication must also incorporate the applicable copyright acknowledgement of those data suppliers as acknowledged by RH Publications on each applicable map start-up screen of the Software.
- (iii) The Map Images must not exceed 15% of the total content of any electronic display without the prior written consent of RH Publications which may be subject to an additional fee.
- (iv) A copy of the Software must be purchased for the incorporation of Map Images into each of the following electronic displays:(a) any internet site for access on a paid basis.
- (b) each separate CD-Rom or DVD publication for distribution on a paid basis. A subsequent edition or upgrade of such electronic display shall be treated as a separate electronic display for these purposes.
- (v) No Map Image may be used or made available as clip art in any electronic format whatsoever.
- (vi) No Map Image may be incorporated in a Commerciall Use online atlas publication without the prior written consent of RH Publications and payment of an additional fee.
- **2.7** No Map Image duplicated or created from the Software shall be incorporated into a video or film programme or television broadcast or online usage (other than outlined in Clause 2.6) without the prior written consent of RH Publications and payment of an additional fee.
- **3.** It is an infringement of copyright in the Software and Map Images to copy, adapt or make copies of adaptations in electronic format or otherwise. Any use of the Software and Map Images must be restricted to that which is permitted under this Licence or the Copyright Designs and Patents Act 1988 or any statutory modification or re-enactment thereof.
- **4.** The End User must include on any machine readable copy of the Software and Map Images the Copyright Notice as supplied by the manufacturer on the 'Copyright notice' layer of the Software map file used.
- **5.** Only one back-up copy of the Software and Map Images may be made by the End User and any such back-up copy will be subject to the terms of this Licence.
- **6.** Temporary copies of Map Images duplicated or created from the Software may be made on condition that this is required by the End User to output the images by means of an image creating device owned or operated by such End User or a third

party, for example an imagesetter, and that any temporary copy made is destroyed immediately on completion of project and used for no other purpose.

- 7. The Software may be used on one single standalone computer only and under no circumstances shall two or more persons be entitled to use the Software simultaneously unless a multi-user licence is obtained from RH Publications and the appropriate fee paid. An authorised multi-user licensee shall be subject to the terms and conditions set out herein.
- **8.** This Licence is personal to the End User and cannot, in any circumstances, be assigned, licensed or sub-licensed. The grant of rights set out herein will only pass to the End User on RH Publications' receipt of full payment for the Software.
- **9.** Syndication of the Software is prohibited without the prior written consent of RH Publications and such consent (if granted) being subject to the payment of the appropriate additional fees. Syndication shall mean the use of the Software consecutively by more than 5 employees of the End User or use outside a single department.
- **10.** RH Publications reserves the right to revise the Software without any obligation to notify the End User of such revision or to replace existing Software with such revised Software.

LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

- **11.** RH Publications warrants that the Software will perform substantially in accordance with the industry standard format of files supplied for a period of 30 days from the date of purchase and any implied warranties on the Software are limited to this 30 day period. The above warranty under Clause 11 is void if failure of the Software has resulted from accident, abuse or misapplication. Any replacement of the Software will be warranted for the remainder of the original warranty period or 30 days, whichever is the longer.
- **12.** RH Publications' entire liability and the End User's exclusive remedy shall be the replacement of the Software that does not meet the warranty set out above.
- 13. RH Publications disclaims all other warranties in particular with respect to the accuracy of the Software either express or implied including but not limited to implied warranties of satisfactory quality and fitness for a particular purpose, with respect to the Software. In no event shall RH Publications or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business or other pecuniary loss) arising out of the use of or inability to use the Software even if RH Publications has been advised of the possibility of such damages. In every case RH Publications' entire liability under any provision of this Agreement shall be limited to the amount actually paid by the End User for the Software.
- **14.** Whilst every effort is made to ensure the cartographic data is accurate, neither RH Publications nor any of its suppliers makes any guarantee or warranty with regard to the accuracy of the cartographic data they supply and which is incorporated in the Software and none of them accept any responsibility or liability (for loss or damage either direct, indirect or consequentially incurred as a result of) for any direct, indirect, incidental or consequential loss, damage, inconvenience or offence caused by inaccuracies or faults that may result from any reliance on or any change or alteration to such data by the End User or any other third party. For example, (by way of non-exhaustive illustration only) country boundaries or names may not be changed (added, erased, amended etc.).
- **15.** Neither RH Publications nor any of its suppliers will be liable for any loss or damage whatsoever suffered by any third party as a result of navigational use being made from the Software or Map Images.
- 16. The End User hereby acknowledges that any act taken or statement made by it in reliance of the Software is at its own risk.

TERMINATION

17. This Licence contained herein is effective until terminated. RH Publications has the right to terminate the licence immediately if the End User fails to comply with the user restrictions placed on it. If RH Publications terminates the Licence all copies of the Software must be destroyed or returned to RH Publications and RH Publications is not obliged to refund the purchase price.

CHOICE OF LAW

- **18.** This Licence is governed by the law of England and both the End User and RH Publications accept the non exclusive jurisdiction of the English Courts in the event of any dispute.
- **19.** If any provision of this Licence is deemed to be illegal or unenforceable in any jurisdiction, it shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof and such invalidity or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction.

©RH Publications 2021. All rights reserved.

RH Publications trades as MAPS IN MINUTES™ and atlas digital maps™

RH Publications & MAPS IN MINUTES™ | Driftwood, Treligga, Delabole, Cornwall PL33 9EE United Kingdom http://www.atlasdigitalmaps.com | http://www.mapsinminutes.com

Tel. + 44 (0) 1840 212 135 | Email : sales@mapsinminutes.com