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UTILISATION LICENCE

THE EURATLAS® PHYSICAL VECTOR MAP OF EUROPE

This is a legal Agreement between the End-User and Christos Nüssli, legal holder and owner the Physical Vector Map of Europe and of the trademark EurAtlas⁽¹⁾.

By accepting the digital topographic data delivered with this agreement, you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, do not purchase the digital topographic data.

Whereas Christos Nüssli is the owner of the proprietary rights in the digital data EurAtlas® vector map files delivered with this Agreement;

whereas the End-User wishes to obtain the right to use the Data;

and whereas Christos Nüssli is prepared to license to the End-User the right to use the Data for the End-Users' own internal use subject to the terms and conditions hereinafter set forth;

now, therefore, Christos Nüssli and the End-User for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, covenant and agree as follows:

1. The End-User acknowledges that the EurAtlas® Physical Vector Map of Europe files are original works protected by intellectual property legislation.
2. The Data is licensed, not sold, to the End-User for the intended use here below, subject to the terms and conditions of this Agreement. The End-User owns the disk(s) or tape(s) on which the Data is recorded, but Christos Nüssli retains all ownership interests in the Data.
3. The End-User shall use the Data for press advertising, brochure, poster, corporate identity, infography, any paper edition or publication, postcards, calendars, tee-shirts or web sites. Massive use of the file such as for producing a geographical atlas, a CD-ROM or a television channel presentation is subject to prior consent and to possible royalties.
4. The End-User shall reproduce the following Copyright Notice on all copies of the Data:
"© Copyright EurAtlas Nüssli – www.euratlas.com, reproduction prohibited, year of publication"
5. The End-user may loan the Data to a person under contract with the End-User solely for the purpose of providing a service to the End-User that requires the use of the Data; provided that the person is under a written obligation to return all copies of the Data upon completion of the contract project and so long as the modifications thus made undoubtedly do not lead to illegal, discriminatory or scientifically erroneous elements in the final work.
6. Except as provided in Articles 3 and 5 above, the End-User shall not authorize or allow any third party to duplicate or reproduce the Data, in whole or in part, in any form or format whatsoever without the prior written consent of Christos Nüssli, nor sell, loan, lease, distribute, transfer or sublicense the Data or otherwise assign any rights under this Agreement to any third party without the prior written consent of Christos Nüssli.
7. The Data is provided on an "as is" basis and Christos Nüssli makes no guarantees, representations or warranties respecting the Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.
8. Christos Nüssli shall not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the End-User's use or possession of the Data. Christos Nüssli shall not be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the Data.
9. The End-User shall indemnify and save harmless Christos Nüssli, its employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the End-User's use or possession of the Data.
10. This Agreement shall be interpreted in accordance with the laws in force in Switzerland. The court having jurisdiction is at Yverdon-les-Bains, Vaud.

(1)The trademark EurAtlas was filed with the Swiss Federal Intellectual Property Institute on June 24, 2003 under number 511307