



NEODC NEXTMap Registration



Here is a summary of the main points of the End User License Agreement (EULA). Please make sure you read and understand the full EULA given below before submitting your application. Submission of a completed application will be taken as an indication that you have accepted to abide by all parts of the EULA. (See full EULA for numbered sections or items marked *)

- **The data may only be used by NERC sponsored agencies and research organizations**
- **You may use but not redistribute the data**
- **You may create but not distribute Product Derivative Works***
- **You may create and distribute ortho-imagery products, subject to conditions in section 2.**
- **You may create and distribute Thematic Derivate Works***
- **You agree to use your best efforts to protect the contents of the Product* from unauthorized disclosure or use.**

1. End User License Agreement for NEXTMap Britain dataset

1. Introduction. This End User License Agreement ("EULA") is between Intermap Technologies Inc. ("Intermap") Norwich Union Insurance Limited ("NUI") and The Natural Environmental Research Council (NERC - "You"). This license governs Your perpetual use of the NEXTMap Britain data products or documentation accompanying this EULA (the "Products"). By using the Products, You agree to be bound by the terms of this EULA. If You do not agree with these terms, You should promptly return the unused Product to Intermap and Your money will be refunded in full. The Products includes Intermap data and data products, and the data and data products of third parties that are licensed to Intermap for distribution.

2. Scope of License. Intermap grants You a limited, non-transferable, non-exclusive license to use the Products in the manner set forth in this license. Your use of the Products must conform to the following restrictions: (a) the Products may only be used for internal purposes by NERC sponsored agencies and research organizations; if You wish to distribute the Products, You must obtain an additional license from Intermap; (b) use of the Products is confined to Your employees, agents, sub-contractors or NERC Award Holders; (c) the Products may be used internally on one or more information processing machines and at one or more geographical locations; (d) You may create but not distribute Product Derivative Works (as defined in Section 3); (e) You may create and distribute ortho-imagery products as long as, when distributing the products, they agree to always include the Intermap Technologies Inc wordmarks, which is available in digital form from Intermap, on the medium of distribution and its packaging; and (f) You may create and distribute Thematic Derivative Works royalty-free (as defined in Section 4).

3. Product Derivative Works. Product Derivative Works for the purpose of this license are defined as any image, representation or alteration of the Products received from Intermap from which the Products can be reverse engineered. Examples of Product Derivative Works include contour maps, and resampled elevation data Products. Product Derivative Works are subject to this license as outlined in Section 2.

4. Thematic Derivative Works. Thematic Derivative Works for the purpose of this license are defined as any image, representation or alteration of the Products received from Intermap from which the Products cannot be reverse engineered. Examples of Thematic Derivative Works include thematic maps, hazard maps, fly-through videos, perspective views, vector-based road center lines, building or feature outlines, mapping class boundaries, or other vector-based data extraction results. Thematic Derivative Works are not subject to this license except insofar as their creation from the Products is concerned.

5. Flood Hazard Maps and Models. Flood Hazard Maps and Models for the purpose of this license are defined as any map, image or representation that is derived from the Products received from Intermap to indicate flood modeling or risk in any manner. You shall be permitted to use the Products to create or distribute Flood Hazard Maps, Flood Hazard Models and Catchment Basin Studies.

6. Restrictions. This EULA prohibits You from disclosing, publishing, selling, assigning, leasing, sublicensing, marketing or transferring the Products in whole or in part, or using the same in any manner or for any purpose not expressly authorized by this EULA. Intermap reserves all rights not expressly granted by this EULA. You may not use the Products on behalf of, or allow the Products to be used by, any affiliated organization or subsidiary whether or not controlled by the Client or the Client's organization. If the Products are licensed to a government agency (whether federal, state or local) under this EULA, the Product may be used only by the licensed agency and not by any other government agency. You acknowledge that the Products and the data within them are proprietary to, copyrighted by, and contain trade secrets of, Intermap or its suppliers. Unauthorized reproduction, distribution, or display of the Products in any manner not expressly authorized herein is prohibited. You agree to keep confidential and use Your best efforts to prevent and protect the contents of the Product from unauthorized disclosure or use. You will advise Intermap immediately upon discovering evidence of a breach or threatened breach of the terms of this license by any party.

7. Limited Warranty and Disclaimers. Intermap warrants for sixty (60) days after the delivery of the Products that the data delivered will be of the area of interest ordered and the media used to carry the data will be free from physical or material defects. Intermap's sole liability under this limited warranty shall be to replace the media if it (not the software or data encoded thereon) is defective and You return such to Intermap within sixty (60) days of delivery. Except for the limited warranty specified herein, the Products are provided without warranty of any kind, and all warranties or merchantability and fitness for a particular purpose are expressly excluded. Intermap does not warrant that the products will meet Your needs or expectations or that use of the Products will be error free or uninterrupted. In no event shall either party be liable for any claim or loss incurred by the other party (including without limitation compensatory, incidental, indirect, special, consequential or exemplary damages), irrespective of whether such party has been informed, knew, or should have known of the likelihood of such damages. This limitation applies to all causes of action, including without limitation breach of contract or warranty or tort. If the limitation of liability set forth in this agreement shall for any reason be held unenforceable or inapplicable, both parties agree that the other's liability shall not exceed fifty percent (50%) of the license fees paid by Client to Intermap with respect to the Products at issue.

8. Term and Termination. This EULA shall become effective upon use of the Product and shall continue in force until terminated as provided herein. This EULA shall terminate immediately if You fail to comply with any of its terms. Upon termination of this EULA for any reason, You shall deliver to Intermap the Products and confirm You have destroyed all copies of the Products in Your possession.

9. Dispute Resolution and Governing Law. This EULA shall be construed and enforced in accordance with the laws of the State of Colorado not withstanding its conflict of laws provisions. The parties agree to attempt to settle any claim or controversy arising under this EULA through consultation and negotiation in the spirit of mutual friendship and cooperation. If such attempts fail, then the dispute shall first be submitted to a mutually acceptable neutral advisor for initial fact finding in preparation for mediation or other form of alternate dispute resolution. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this EULA shall be the United States District Court for the District of Colorado or the state courts in Denver, Colorado, USA.

10. Miscellaneous. This EULA is the complete and exclusive statement between the Client, Intermap and NUI with respect to the use of the Products and may be amended or modified only in a written instrument signed by a duly authorized representative of Intermap and NUI. If any provision is determined to be invalid or unenforceable, the remaining provisions of this EULA shall continue to be valid and enforceable. Neither this EULA nor any of the rights granted by it may be assigned or transferred by You without the prior written consent of Intermap and NUI. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation. The Client shall be solely responsible for obtaining any and all required government authorizations, including without limitation, any export or import licenses and foreign exchange permits. Nothing in this section shall restrict the ability of Intermap and/or NUI to pursue any legal or equitable remedy or to obtain an injunction to protect any rights Intermap and/or NUI may have arising out of or relating to the Product or any of Intermap's and/or NUI's other trademark or intellectual property rights. Sections 5, 6, 7, 8, 9, 10 and 11 shall survive expiration or termination of this EULA.

11. Export Licensing Notification. The products delivered hereunder are or may be subject to the export licensing regulations of the United States Department of Commerce. The recipient of the Products may be obligated under US law to comply with such regulations in distributing the Products.