

DELORME GPS POSTPRO 2.0
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This is an Agreement between you, the end user, and DeLorme. By using the GPS PostPro 2.0 software and documentation, or the GPS PostPro 2.0 Logger for handheld devices and documentation (the "System"), you are agreeing to be bound by the terms of this License. If you do not agree with the terms of this License, you may not use the System. Return all materials to DeLorme within thirty (30) days of receipt for a full refund.

Any term or condition of an approved purchase order that differs from or adds to the terms or conditions of this Agreement, as well as any other modification or amendment to this Agreement, will not be effective unless expressly agreed to by both parties in a written amendment to this Agreement.

LICENSE TERMS AND CONDITIONS

THE LICENSED SYSTEM

The Licensed System consists of Licensor's copyrighted computer program for verification and correction of geographic data obtained by using an Earthmate USB GPS receiver in conjunction with digital maps generated by compatible DeLorme software products, as described in the documentation. The software in its entirety is protected by U.S. and foreign copyright. You have no ownership rights in the System. Rather, you have a license to use the System as long as this Agreement remains in full force and effect.

YOUR USE OF THE SYSTEM

Permitted Uses. You may install the System on a single computer and on one handheld computer to facilitate downloading waypoints in the field. You may apply the functions of the System to data generated by a compatible GPS receiver, as described in the documentation.

LIMITATIONS ON USE

No Commercial Use. You do not have the right to sell, or to reproduce or distribute for sale, any part of the System alone or in combination with any other text, data, software, or graphic matter.

No Interactive Use. You do not have the right to combine the System interactively with the operation of other software unless licensed to do so by DeLorme.

No Modifications or Decompilation. Except through use of any software modification functions provided with the System you have no right to modify the System in any way, incorporate any part or product of it into a compilation or create any derivative work. You may not reverse engineer, decompile,

disassemble, or otherwise access source code or the logical structure and contents of the System database.

No Third Party/Service Bureau Use. Except as specifically provided in this Agreement, you may not (a) permit any third party to use the System or transfer, disclose, or otherwise make available the System to any third party, (b) use the System in the operation of a service bureau or (c) allow access to the System through terminals located outside your premises. You agree to secure and protect the System in a manner consistent with the maintenance of DeLorme's rights therein and to take appropriate action by instruction or agreement with your employees who are permitted access to the System to satisfy your obligations hereunder.

No Copies. The copying of the System, any portion of the System, or any of the printed materials accompanying the System is strictly prohibited. Making copies of the GPS PostPro 2.0 Logger software for handheld devices is prohibited.

Copyright Notice Limitations. Removal, alteration, or concealment of any DeLorme copyright notice appearing in or on any part of the System is unlawful.

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WARNING, WARRANTIES, DISCLAIMER

Warning. THE SYSTEM IS SUITABLE AND INTENDED ONLY FOR GENERAL VISUAL REFERENCE USE. IT SHOULD NOT BE USED FOR ANY PURPOSE REQUIRING EXACT MEASUREMENT OF DISTANCE OR DIRECTION.

Limited Warranty on Media. DeLorme warrants that the media on which the System is furnished shall, for a period of thirty (30) days from date of receipt (the "Warranty Period"), be free from defects in material and workmanship under normal use. If a defect in the media appears during the Warranty Period, return all materials to DeLorme for replacement, or at DeLorme's option, refund of the license fee.

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No Consequential Damages. IN NO EVENT SHALL DELORME BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, EVEN IF DELORME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Termination and Transfer

DeLorme may terminate this Agreement if DeLorme finds that you have violated any of the terms of this Agreement. Termination will be effective upon written notice to you. Upon termination of this Agreement you agree to promptly return all copies of the System materials furnished to you or made by you, including unauthorized copies. Termination is in addition to and not in lieu of any other remedies available to DeLorme. All provisions relating to property rights shall survive termination. You are not authorized to transfer your rights under this Agreement.

Other

This Agreement contains the complete understanding between the parties and supersedes and replaces any prior or contemporaneous agreement or understanding, whether oral or written, with respect to its subject matter. This Agreement shall be governed by the laws of the State of Maine, applicable to agreements wholly executed and wholly performed in Maine. Any action relating to this Agreement shall be brought in federal or state court in Maine and the parties consent to the personal jurisdiction of either such court.

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