Mountain High Maps® License Agreement

The following is the full text of the License granted with each purchase of Mountain High Maps:

This is a legal agreement between you, the end user, and Digital Wisdom Incorporated ("DWI"). Digital Wisdom provides the Mountain High Maps® digital Map Images and licenses their use. You assume responsibility for the selection of these Map Images to achieve your desired results, and for the installation, use and results from these Map Images.

Definitions "Map Images" shall mean the Mountain High Maps® digital map images and any accompanying documentation, in the form delivered to you including any upgrades furnished by DWI. "Commercial Use" shall mean a publication that is made available to the general public for either free or paid circulation in excess of one hundred (100) copies, or broadcast or disseminated by television, film, digital or electronic media to the general public.

License

A: The Map Images media are licensed for use on a single workstation and may not be copied or transmitted for modification at remote locations within an organization or corporation without the express permission, in writing, of DWI. Multiple site licenses and network licenses are available from DWI.

B: You may not copy or transmit in any machine readable form the Map Images except as expressly provided for in this agreement.

C: You must reproduce and include this copyright notice on any machine readable copy.

D: You must pre-register with DWI before making any Commercial Use of the Map Images. Pre-register using the enclosed License & Warranty Registration postcard. There is no charge for registration.

E: Any copies of the Map Images made by you for Commercial Use must acknowledge the copyright as follows unless you have received written permission from DWI to waive this requirement:

"Mountain High Maps® Copyright © 1995 Digital Wisdom, Inc."

F: You may make a temporary copy if you intend to output Map Images by

means of an output device owned or operated by a third party, such as a service bureau's image setter – such copies must be destroyed upon completion of the production cycle.

- G: You may not use the Map Images to form the basis of a Commercial Use Atlas publication or a Commercial Use Electronic Atlas unless DWI's permission has been obtained in writing prior to use.
- H: Newspaper and magazine publishing groups must purchase individual sets of Map Images for each title in which they are to be reproduced for Commercial Use. Book and Multimedia publishers may use one license to create up to five (5) titles. Contact DWI for licensing terms in excess of five (5) titles.
- I: Map Images may not be syndicated for use in any form unless DWI's permission has been obtained in writing prior to syndication. "Syndication" shall mean Map Images that are supplied or sold through a syndicate for publication in a number of publications or programs in any media, whether simultaneously or otherwise. In some certain circumstances further fees may be payable.
- J: If you are an independent designer or cartographer, or are an independent design group, and your job is to supply, design and/or provide cartographic services to a third party on a fee basis, you may customize the Map Images for the purpose of supplying such a service to any of your clients (subject to all other conditions contained in this license agreement), the provision of customized Map Images being limited to 10 (ten) Map Images per client. Thereafter, each applicable client is required to purchase a set of Map Images, use of which is subject to the license agreement contained therein.

K: Map Images may not be resold or given away or bartered as individual images or as a set of images in the form of clip art collections or as clip art.

L: Map Images may be used in advertising and promotional matter, provided they have been modified, enhanced or customized to convey your specific message.

M: Map Images may be used in postcard, T-shirt or poster form providing they are used as a component within a larger image, not exceeding 25% of the surface area of the total image size. In formats exceeding 25% of the image area, one license of the Map Images permits one-time use up to 5,000 T-shirts or posters, and up to 10,000 copies of postcards.

N: Map Images may be used within a Multimedia title, provided (i) the Atlas

limitation of a maximum title content use of 25% is complied with, (ii) the Map Images are customized to the specific purpose of the title by addition of text, symbols and other graphics, thereby limiting the potential use to third parties, and (iii) no Map Images may be stored within the media in such a manner that third parties could access and reverse engineer the Map Images. One copy of the Map Images is licensed up to 10,000 copies of one multimedia title; for production volumes in excess of 10,000, additional licenses or a separate royalty based license will be required.

- O: Map Images prepared for transmission by television and broadcast media may be rebroadcast by branch stations within a single broadcasting network provided that the Map Images supplied to the branch station are rebroadcast "as is" that is, without further manipulation being carried out by the branch station. Additional licenses are required in circumstances where Map Images are prepared by separate departments within a broadcasting network for any Commercial Use by that network.
- P: Television "Superstations" or "International" networks transmitting Map Images via satellite or wide area distribution systems are licensed at one product license per 10 (ten) US States or one license per every 5 (five) countries of targetted audience coverage.
- Q: Map Images may not be stored, transmitted or received from any online service, bulletin board service, Internet site or similar service other than a sample Map Image specifically authorized by DWI.

Term. Your license is effective until terminated. You may terminate it at any other time by destroying the media, documentation and all its copies. It will also terminate upon conditions set forth elsewhere in this agreement or if you fail to comply with any term or condition specified within this agreement it will terminate automatically without notice.

Limited Warranty. DWI does not warrant that the Map Images will meet your requirements or that the operation of the media will be uninterrupted or error free, or that the coverage of the Map Images will be consistent and complete. However, DWI warrants the media on which the Map Images are furnished, to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt. THE MAP IMAGES MEDIA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY AND PERFORMANCE OF THE MAP IMAGES IS WITH YOU. SHOULD THE MAP IMAGES PROVE DEFECTIVE THROUGH INACCURACY

OR OTHERWISE, YOU (AND NOT DWI OR AN AUTHORIZED RESALE DEALER) ASSUME THE ENTIRE COST OF ALL NECESSARY CORRECTION.

Limitation of Remedies. DWI's entire liability and your exclusive remedy shall be:

- 1. The replacement of any media not meeting DWI's "Limited Warranty" and which is returned to DWI or to an authorized resale dealer with a copy of your receipt, or
- 2. If DWI or the dealer is unable to deliver replacement media free of defects in material or workmanship, you may terminate this Agreement by returning the media and your money will be refunded. IN NO EVENT WILL DWI BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH MAP IMAGES EVEN IF DWI OR ANY AUTHORIZED DWI DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY.

General. You may not sublicense, assign or transfer the license or the Map Images. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties or obligation hereunder is void.

The Map Images, the Mountain High Maps® product and its accompanying documentation are copyrighted. You may colorize, digitally manipulate, add other graphic elements to, or otherwise modify the Map Images but in full realization that the Map Images remain copyrighted in such modification. If you make unauthorized copies of the Map Images this Agreement is terminated and you will be held legally responsible for any copyright infringement.

This Agreement shall be governed by the laws of the Commonwealth of Virginia of the United States of America, without regard to the conflict of law rules thereof; except in matters relating to copyright, which shall be governed by the federal laws of the United States of America.

Should you have any questions concerning this Agreement, desire to register for Commercial Use, desire to request permission for a variation to this Agreement, desire to request special Map Images enhanced services, or wish to report a breach of copyright, you may contact: Digital Wisdom Inc., P.O.Box 2070, Tappahannock, Virginia 22560-2070, U.S.A.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR

WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

This product includes digitally encoded images of base relief maps owned by Quarto Publishing plc. Copyrights in the original maps are owned by Quarto Publishing plc and copyrights in the digitally encoded images are owned by Digital Wisdom, Inc. Mountain High Maps is a registered trademark of Digital Wisdom, Inc.

Mountain High Maps® digitally encoded map images Copyright © 1993-1995 Digital Wisdom, Inc.
Original maps Copyright © 1993 Quarto Publishing plc.

ALL RIGHTS RESERVED

End of License Agreement

To view the Table of Contents click in the box below (in the lower left of this window), or select another chapter from "Contents" in the Menu bar.