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This agreement is made between Contract Data Research Ltd hereon referred to as 'The Company' whose registered office is at Eccles House Eccles Lane Hope Valley S33 6RW, and:

Name: Peak District National Park Authority hereon referred to as 'The Licensee'
 Whose registered office is situated at: Aldern House, Baslow road, Bakewell, Derbyshire, DE45 1AE

LICENCE

The company has agreed to grant the Licensee a non-exclusive non-transferable licence to use the computer software programs and associated documentation for the Licence Fee Period listed in the Schedule and to provide optional services to the Licensee upon the terms and conditions of the agreement.

Operative provisions:

1. Definitions

1.1 In this agreement: 'ANNUAL MAINTENANCE FEE' means the optional fee payable by the Licensee to the Company to purchase a 12 Month Maintenance Contract; 'ANNUAL TECHNICAL SUPPORT FEE' means the optional fee payable by the Licensee to the Company to purchase a 12 Month Technical Support Contract; 'ACTUAL DELIVERY DATE' means the actual date that the Licensed Program Materials are delivered by the Company in accordance with clause 4 below; 'ADDITIONAL CHARGES' means the Company's rates from time to time for work undertaken on a time and materials basis; 'ESTIMATED DELIVERY DATE' means the estimated date for the delivery of the Licensed Program Materials set out in the Schedule; 'DESIGNATED EQUIPMENT' means the computer equipment which the Licensed Program Materials are installed upon; 'LICENCE FEE' means the fee payable by the Licensee to the Company for the Licensed Program; 'LICENCE FEE PERIOD' means the duration over which the Licence Fee has been granted set out in the Schedule starting from the Actual Delivery Date; 'LICENSED PROGRAM' means the software program in executable code form identified by title in the Schedule including any New Release of the same made or issued pursuant to clause 6 below; 'LICENSED PROGRAM MATERIALS' means the Licensed Program and the Program Documentation; 'MAINTENANCE' means the provision of a Maintenance Contract in accordance with clause 6.7 below; 'NEW RELEASE' means any improved modified or corrected version of any of the Licensed Program or Program Documentation from time to time issued by the Company pursuant to clause 6 below; 'PROGRAM SPECIFICATIONS' means the technical specifications from time to time published by the Company in respect of the Licensed Program; 'PROGRAM DOCUMENTATION' means the instruction manuals user guides and other information to be made available by the Company at its discretion in either printed or machine readable form to the Licensee; 'SERVICES' means the optional provision of Annual Technical Support, Annual Maintenance and any major New Release which incur an upgrade fee in accordance with clause 6 below; 'SITE' means the address of the Use of the Licensed Program Materials specified by the Licensee; 'TECHNICAL SUPPORT' means the provision of technical support in accordance with clause 6.1 below; 'LIMITATION OF SUPPORT' means the geographic limits within which the Technical Support shall be provided; 'USE' means the copying or transmission of the Licensed Program (or where in machine readable form) the Program Documentation into the Designated Equipment for the processing of the instructions contained in the Licensed Program (or as the case may be) the Program Documentation

2. Grant Of Licence And Provision Of Services

2.1 The Company in consideration of the payment by the Licensee of the Licence Fee in accordance with clause 3 below hereby:
 2.1.1 grants to the Licensee a non-exclusive non-transferable licence to Use the Licensed Program (and where appropriate the Program Documentation) upon the Designated Equipment and to possess and refer to the Program Documentation; and
 2.1.2 undertakes to the Licensee to provide the optional Services upon the terms and conditions of this agreement.

3. Licence Fee

3.1 The Licence Fee (together with value added tax thereon) shall be levied by the Company and shall be payable by the Licensee within 30 days of receipt of the Company's invoice therefor.
 3.2 The Licence Fee shall not include value added tax which shall be payable by the Licensee in the manner and at the rate from time to time prescribed by law.
 3.3 The Company reserves the right to charge the Purchaser interest in respect of the late payment of any sum due under this agreement (as well after as before judgement) at the rate of 3 per cent per annum above the base rate from time to time of Royal Bank of Scotland plc from the due date therefor until payment.

4. Delivery

4.1 The Company shall use all reasonable endeavours to deliver the Licensed Program and the Program Documentation to the Site on the Delivery Date or as soon thereafter as is possible.
 4.2 If the Company shall fail to deliver the Licensed Program Materials within 30 days of the Delivery Date the Licensee shall be entitled to either:
 4.2.1 without prejudice to any other rights or remedies it may have hereunder or at law terminate this agreement upon 14 days' notice to the Company; or
 4.2.2 after consultation with the Company specify by notice to the Company such revised delivery date as it shall in its reasonable opinion think fit making time of the essence.

5. Acceptance

Acceptance of the Licensed Program shall be deemed to take place on the Actual Delivery Date.

6. Services

6.1 Technical Support

With effect from the Actual Delivery Date and for the period of 12 months thereafter (subject to the Licensee purchasing a Technical Support Contract) the Company shall provide technical support for the Licensed Program and subject to the payment of the Annual Technical Support Fee the same Technical Support shall be provided by the Company in each subsequent year. Technical support shall comprise all or any of the following:

- 6.1.1 advice by telephone facsimile email or post on the Use of the Licensed Program;
- 6.1.2 upon request by the Licensee the diagnosis of faults in the Licensed Program and the rectification of such faults (remotely or by attendance on Site) by the issue of fixes in respect of the Licensed Program and the making of all necessary consequential amendments (if any) to the Program Documentation;
- 6.1.3 the Company shall provide within reason telephone technical support between the hours of 0930 to 1630 Mondays through to Fridays except on Bank Holidays, Public Holidays and Formal closures which clients will be given notice;
- 6.1.4 the creation and despatch to the Licensee from time to time at the Company's sole discretion minor bug fixes in respect of the Licensed Program;
- 6.2 The Licensee shall supply in writing to the Company a detailed description of any fault requiring Technical Support and the circumstances in which it arose forthwith upon becoming aware of the same.
- 6.3 Technical Support shall not include the diagnosis and rectification of any fault resulting from:
 6.3.1 the improper installation use operation or neglect of either the Licensed Program Materials or the Designated Equipment;
 6.3.2 save as is provided in clause 9 below the modification of the Licensed Program or its merger (in whole or in part) with any other;
 6.3.3 the use of the Licensed Program on equipment other than the Designated Equipment;
 6.3.4 the failure of the Licensee to implement recommendations in respect of or solutions to faults previously advised by the Company;

6.3.5 any repair adjustment alteration or modification of the Licensed Program by any person other than the Company without the Company's prior consent;

6.3.6 any breach by the Licensee of any of its obligations under any maintenance agreement in respect of the Designated Equipment;

6.3.7 the Licensee's failure to install and Use upon the Designated Equipment in substitution for the previous release any New Release of the Licensed Program within 7 days of receipt of the same;

6.3.8 the use of the Licensed Program for a purpose for which it was not designed; or
 6.3.9 Non payment of Annual Technical Support Fee.

6.3.10 The loss of a program protection device installed by the Company on the Licensee's computer equipment

6.4 The Company shall upon request by the Licensee provide Technical Support notwithstanding that the fault results from any of the circumstances described in clause 6.3 above. The company shall in such circumstances be entitled to levy Additional Charges in the manner set out in clause 6.6 below.

6.5 Without prejudice to clause 6.4 above the Company shall be entitled to levy reasonable Additional Charges in the manner set out in clause 6.6 below if Technical Support is provided other than as specified in clause 6.1 above where any reasonably and competent program operator would have judged the Licensee's request to have been unnecessary.

6.6 Additional Charges shall be levied by the Company monthly in arrears and shall be payable by the Licensee (together with value added tax thereon) within 30 days of receipt of an invoice therefor.

6.7 Maintenance

With effect from the Actual Delivery Date and for the period of 12 months thereafter (subject to the Licensee purchasing a Maintenance Contract) the Company shall provide maintenance for the Licensed Program and subject to the payment of the Annual Maintenance Fee the same Maintenance shall be provided by the Company in each subsequent year. Maintenance shall comprise all or any of the following:

6.7.1 information and advice by telephone or post on forthcoming New Releases of the Licensed Program;
 6.7.2 the creation and despatch to the Licensee from time to time 'as soon as generally available' of a New Release of the Licensed Program or Program Documentation within the 12 Month period of Maintenance cover.

6.8 New Releases

If the Licensed Program is not covered by a Maintenance Contract as set out in clause 6.7 above any Major New Release of the Licensed Program (optional) will incur an Upgrade Fee payable by the Licensee to the Company.

7. Property And Confidentiality In The Licensed Program Materials

7.1 The Licensed Program Materials contain confidential information of the Company and all copyright trade marks and other intellectual property rights in the Licensed Program Materials are the exclusive property of the Company.

7.2 The Licensee shall not:

- 7.2.1 save as provided in clause 8 below copy the whole or any part of the Licensed Program Materials;
- 7.2.2 save as provided in clause 9 below modify merge or combine the whole or any part of the Licensed Program Materials with any other software or documentation;
- 7.2.3 assign transfer sell lease rent charge or otherwise deal in or encumber the Licensed Program Materials nor use on behalf of or make available the same to any third party;
- 7.2.4 reverse compile the whole or any part of the Licensed Program Materials from object code into source code; or
- 7.2.5 Use the Licensed Program Materials to provide bureau services to any third party

7.3 The Licensee shall:

- 7.3.1 keep confidential the Licensed Program Materials and limit access to the same to those of its employees who either have a need to know or who are engaged in the Use of the Licensed Program (including where appropriate the Program Documentation);
- 7.3.2 acknowledge in any reference to the Licensed Program Materials the Company's copyright and trade mark notices;
- 7.3.3 maintain an up-to-date written record of the number of copies of the Licensed Program Materials and their location and upon request forthwith produce such record to the Company;
- 7.3.4 without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of the Company in the Licensed Program Materials; and
- 7.3.5 shall obtain approval from the Company before divulging opinions on the performance of the Licensed Program.

7.4 The Licensee shall inform all relevant employees agents and subcontractors that the Licensed Program Materials constitute confidential information of the Company and that all intellectual property rights therein are the property of the Company and the Licensee shall take all such steps as shall be necessary to ensure compliance by its employees agents and subcontractors with the provisions of this clause 7.

8. Copying Of The Licensed Program Materials

8.1 The Licensee shall be entitled to retain the installation copy of the Licensed Program as a back up copy. Any such copy shall in all respects be subject to the terms and conditions of this agreement and shall be deemed to form part of the Licensed Program.

8.2 The Licensee shall not be entitled to copy in whole or in part the Program Documentation.

9. Program Association

9.1 The Licensee shall be entitled to associate the Licensed Program in executable code with any other software program provided that upon the termination of this agreement howsoever and whensoever occasioned the Licensee shall remove the Licensed Program from any software with which they have been associated.

9.2 The Licensed Program as associated pursuant to clause 9.1 above shall remain subject to the terms and conditions of this agreement.

10. Use On Non-Designated Equipment And Relocation Of The Designated Equipment

10.1 If the Designated Equipment is for any reason inoperable the Licensee shall be entitled without extra charge to use the Licensed Program upon such alternative machine as the Company shall approve (such approval not to be unreasonably withheld) until such time as the Designated Equipment once more becomes operable.

10.2 The Licensee shall not be entitled to replace the Designated Equipment without the prior consent of the Company (such consent not to be unreasonably withheld)

11. Warranty

11.1 Subject to the exceptions set out in clause 11.4 below and the limitations upon its liability in clause 12 below the Company warrants that:

- 11.1.1 its title to and property in the Licensed Program Materials is free and unencumbered and that it has the right power and authority to license the same upon the terms and conditions of this agreement;
- 11.1.2 the media upon which the Licensed Program Materials are stored will for a period of 365 days from the Acceptance Date be free from defects in materials design and workmanship; and

11.1.3 the Licensed Program will for a period of 90 days from the Acceptance Date conform to the Program Specifications.

11.2 The Licensee shall give notice only to the Company as soon as it is reasonably able upon becoming aware of a breach of warranty.

11.3 Subject to clause 11.4 below the Company shall remedy any breach of the warranties set out in clauses 11.1.2 and 11.1.3 above by the provision of Technical Support and/or any New Release of the Licensed Program free of charge.

11.4 The Company shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the circumstances described in clause 6.3 above.

11.5 Without prejudice to the foregoing the Company does not warrant that the Use of the Licensed Program will meet the Licensee's data processing requirements or that the operation of the Licensed Program (including where in machine-readable form the Program Documentation) will be uninterrupted or error free.

11.6 Subject to the foregoing all conditions warranties terms and undertakings unless or implied statutory or otherwise in respect of the Licensed Program Materials and the provisions the Services are hereby excluded.

12. Limitation Of Liability

12.1 The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its employees agents and sub-contractors) to the Licensee in respect of:

12.1.1 any breach of its contractual obligations arising under this agreement; and

12.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with this agreement AND THE LICENSEE'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 12.

12.2 Any act or omission on the part of the Company or its employees agents or sub-contractors falling within clause 12.1 above shall for the purposes of this clause 12 be known as an 'Event of Default.'

12.3 The Company's liability to the Licensee for death or injury resulting from its own or that of its employees' agents' or sub-contractors' negligence shall not be limited.

12.4 Subject to the limits set out in clause 12.5 below the Company shall accept liability to the Licensee in respect of damage to the tangible property of the Licensee resulting from the negligence of the Company or its employees agents or sub-contractors.

12.5 Subject to the provisions of clause 12.3 above the Company's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the Licence Fee specified in the Schedule.

12.6 Subject to clause 12.3 above the Company shall not be liable to the Licensee in respect of any Event of Default for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Licensee as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Licensee incurring the same.

12.7 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this agreement.

12.8 The Licensee hereby agrees to afford the Company not less than 60 days (following notification thereof by the Licensee) in which to remedy any Event of Default hereunder.

12.9 Except in the case of an Event of Default arising under clause 12.3 above the Company shall have no liability to the Licensee in respect of any Event of Default unless the Licensee shall have served notice of the same upon the Company within one year of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.

12.10 Nothing in this clause shall confer any right or remedy upon the Licensee to which it would not otherwise be legally entitled.

13. Intellectual Property Rights Indemnity

13.1 The Company will indemnify and hold harmless the Licensee against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation possession or use of the Licensed Program Materials by the Licensee infringes the patent copyright registered design or trade mark rights of said third party (an 'Intellectual Property Infringement') provided that the Licensee:

13.1.1 gives notice to the Company of any Intellectual Property Infringement forthwith upon becoming aware of the same;

13.1.2 gives the Company the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of the company; and

13.1.3 acts in accordance with the reasonable instructions of the Company and gives to the Company such assistance as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

13.2 The Company shall reimburse the Licensee its reasonable costs incurred in complying with the provisions of clause 13.1 above.

13.3 The Company shall have no liability to the Licensee in respect of an Intellectual Property Infringement if the same results from any breach of the Licensee's obligations under this agreement.

13.4 In the event of an Intellectual Property Infringement the Company shall be entitled at its own expense and option either to:

13.4.1 procure the right for the Licensee to continue using the Licensed Program Materials; or

13.4.2 make such alterations modifications or adjustments to the Licensed Program Materials that they become non-infringing without incurring a material diminution in performance or function; or

13.4.3 replace the Licensed Program Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

13.5 If the Company in its reasonable judgement is not able to exercise any of the options set out at clauses 13.4.1, 13.4.2 or 13.4.3 above within one year of the date it received notice of the Intellectual Property Infringement then the Licensee without prejudice to any other rights or remedies it may have hereunder or at law shall be entitled to terminate this agreement by one year's notice upon the Company. Upon any such termination the provisions of clause 19.3 below (but not 19.4) shall apply.

13.6 The provisions of clause 12 above shall not apply to this clause 13.

14. Risk in the licensed program materials

Risk in the Licensed Program Materials will pass to the Licensee upon the Actual Delivery Date. If subsequently the Licensed Program Materials are (in whole or in part) destroyed damaged or lost the Company will upon request replace the same subject to the Licensee paying its then prevailing charges.

15. Confidentiality

15.1 Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into of this agreement save that which is:

15.1.1 trivial or obvious;

15.1.2 already in its possession other than as a result of a breach of this clause; or

15.1.3 in the public domain other than as a result of a breach of this clause.

15.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 15.1 above by its employees agents and sub-contractors.

16. Training

Any training services requested by the Licensee shall be provided by the Company for Additional Charges levied on the basis set out in clause 6.6 above.

17. Duration Of Agreement

This agreement shall continue until terminated in accordance with the provisions of clause 19 below.

18. Licensee's Representatives

The Licensee shall communicate to the Company upon the date hereof the identity of the person(s) or the department within its undertaking at the Site who shall act as the sole contact point and channel of communication for the provision by the Company of the optional Services during the currency of this agreement. The Licensee shall forthwith inform the company of any change in the identity of any such person(s) or department.

19. Termination

19.1 This agreement may be terminated:

19.1.1 by the Licensee upon giving not less than 60 days notice by the Company;

19.1.2 forthwith by the Company if the Licensee fails to pay any sum due hereunder within 14 days of the due date therefor;

19.1.3 forthwith by either party if the other commits any material breach of any term of this agreement (other than one falling within 19.1.2 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;

19.1.4 forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

19.2 Any termination of this agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

19.3 Subject to clause 19.4 below within 7 days of the termination of this agreement (howsoever and by whomsoever occasioned) the Licensee shall destroy all copies of the Licensed Program Materials in its possession and a duly authorised officer of the Licensee shall certify in writing to the Company that the Licensee has complied with such obligation.

19.4 Notwithstanding termination for other reasons the Licensee shall cease to use the Licensed Program on the Date of Licence Termination specified in the Schedule.

20. Force Majeure

20.1 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires strikes (of its own or other employees) insurrection or riots embargoes container shortages wrecks or delays in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an 'Event of Force Majeure').

20.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

20.3 If a default due to an Event of Force Majeure shall continue for more than 12 weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of an Event of Force Majeure.

21. Waiver

The waiver by either party of a breach or default of any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power of privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

22. Notices

Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class post or by facsimile transaction (such facsimile notice to be confirmed by letter posted within 12 hours) to the address of the other party set out in this agreement (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile) upon the expiration of 12 hours after despatch.

23. Invalidity Severability And Enforcement

If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions are not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

24. Entire Agreement

24.1 The Company shall not be liable to the Licensee for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of execution of this agreement other than those representations agreements statements or undertakings confirmed by a duly authorised representative of the Company in writing or expressly incorporated or referred to in this agreement.

24.2 The Licensee accepts that the Licensed Program Materials were not designed and produced to its individual requirements and that it was responsible for their selection.

25. Successors

This agreement shall be binding upon and enure for the benefit of the successors in title of the parties hereto.

26. Assignment And Sub-Licensing

The Licensee shall not be entitled to assign this agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Licensed Program Materials without the prior written consent of the Company which shall not be unreasonably withheld.

27. Headings

Headings to clauses in this agreement are for the purpose of information and identification only and shall not be construed as forming part of this agreement.

28. Law

This agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.

LICENCE SCHEDULE

1. Estimated Delivery Date:	Within 14 days receipt of written instruction
2. Licensed Program:	Browse A Map
3. Licence Fee:	See Schedule of Licence Fees
4. Licence Fee Period:	20 years
5. Number of Licences:	1

We have read this software licence and we agree to abide by the terms and conditions contained in it.

Signed on behalf of the Licensee: _____ Dated: _____

Print Name: _____

Position: _____

Signed on behalf of the Company:  Dated: 17/12/2007

Print Name: John E Ievers

Position: Director

Please return a signed copy of this licence agreement to CDR Group at Eccles House, Eccles Lane, Hope, Hope Valley, S33 6RW. U.K.