

Envitia Ltd
Temporary Evaluation Licence for
MapLink Pro for Windows ("Software")

Software Licence for MapLink Pro (Windows)

By loading the MapLink Pro software into a computer for any use other than software evaluation, you must be in possession of a valid Software Licence for MapLink Pro (Windows). If you are unsure that this installation is correctly licenced, please contact licensing@envitia.com or +44 1403 273173.

Temporary Evaluation Licence for MapLink Pro for Windows

The purpose of this Agreement is to provide for the temporary loan of MapLink Pro for Windows ("Software") by Envitia Ltd ("ENVITIA") to the Customer for the purpose of evaluation.

By loading this software into a computer for the purposes of evaluation, you agree to be bound by the Terms and Conditions as stated below:-

To install the Software in a prompt manner and report installation experience to ENVITIA.

The Software may be used only on the single computer on which the Software was first installed.

No copy of the Software may be made for any purpose without the written consent of ENVITIA.

If the original installation computer experiences a malfunction that makes it necessary to move the Software, the Customer shall notify ENVITIA, and obtain permission to move Software.

All title and copyrights in and to the Software are owned by the Licensor and its suppliers. This Licence does not grant the Licensee any intellectual property rights in the Software. You must not copy the printed material or online documentation.

This Software is copyright Envitia Group Plc. and includes software and sample data developed and distributed by third parties.

Please refer to the 'MapLink Pro 3rd Party Licences' for title and copyright information pertaining to 3rd party software.

Please refer to the 'MapLink Pro Sample Data & Maps' for title and copyright information pertaining to the sample data.

Please refer to the 'MapLink Pro Deployment of End User Applications' for information on licence and copyright statement requirements for users of the Software.

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You are not permitted to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software other than as expressly permitted by law. You must not rent, lease, assign, sub licence, loan or charge the Software.

ENVITIA may terminate this Agreement at any time prior to normal expiration at its option.

Upon termination notice from ENVITIA, or upon expiration of this Agreement, the Customer shall immediately return the Software and media to ENVITIA at the Customer's expense, if the Customer has received media for this evaluation.

Upon termination notice from ENVITIA, or upon expiration of the Agreement, the Customer agrees to delete all installed files, listings and software derived from the Software, including disk-resident files created or derived from the Software use during evaluation period.

The Customer agrees to make an evaluation report if requested by ENVITIA in a timely and appropriate manner.

The Software supplied under the Agreement is furnished "as is". ENVITIA disclaim without limitation all implied warranties. If any risk is suspected from installation or use of the Software, the liability is assumed entirely by the Customer. In no event will ENVITIA be liable for damages to property or any damages resulting from loss of data, profits or other product use or for any incidental or consequential damages, even if advised of the possibility of such damage. This limitation of ENVITIA liability will apply regardless of the form of action, whether contract or tort including negligence. The Customer agrees to defend and hold ENVITIA harmless against any claims including legal expenses and court costs relating to the Software.

This Agreement is governed by the laws of England and Wales.

This Agreement constitutes the entire Agreement between the Customer and ENVITIA in connection with this Evaluation and supersedes all prior communications, oral or written, between the Customer and ENVITIA and no deviation from the terms and conditions shall be binding unless in writing and signed by both parties.