

DELORME BLUE LOGGER GPS UTILITY  
SINGLE-USER LICENSE AGREEMENT

This is an Agreement between you, the end user, and DeLorme. By using the DeLorme Blue Logger GPS Utility (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. 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 management of user options relating to the Earthmate Blue Logger GPS device, as described in the documentation. The software in its entirety is protected by US 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. This Agreement permits you the right to use the System on a non-exclusive basis for personal, reference, or business purposes on a single computer and a single hand-held device at one time. You may install the System on an auxiliary computer in addition to your principal computer. However, one of these two computers must be portable and the software may not be used simultaneously on both computers. Otherwise, once you have installed the System on one computer, you may use the System on a second computer only if you first delete the System from the first computer or purchase a separate license. Installation of any part of the System on a network is prohibited unless you have a separate network license. For information on network or multiple-user licensing, contact DeLorme at [sales@delorme.com](mailto:sales@delorme.com) or 1-800-452-5931. 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.

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No Third Party/Service Bureau Use. Except as specifically provided in this Agreement, you may not permit any third party to use the System or transfer, disclose, or otherwise make available the System to any third party. 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.

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#### WARNING, WARRANTIES, DISCLAIMER

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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