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This is an Agreement between you, the end user, and DeLorme. By using the XMap 7 software (all titles and versions), data, and documentation (the "System"), you are agreeing to be bound by the terms of this Agreement. The XMap 7 system consists of three possible software titles:

XMap 7 Professional, XMap 7 GIS Editor, and XMap 7 GIS Enterprise Edition.

If you do not agree with the terms of this Agreement, you may not use the System. Return all materials within thirty (30) days of receipt to the dealer from which you obtained them or to DeLorme 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 in writing by both parties.

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Permitted Use. This Agreement permits a registered user to use the System on a non-exclusive basis for personal, reference, or business purposes on a single computer 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 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 prosales@delorme.com or 800-293-2389. You may use the System as instructed by the documentation to perform its designed functions only for the purposes authorized by this Agreement.

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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.

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DeLorme may terminate this Agreement at any time for any reason including, but not limited to, if DeLorme finds that you have violated any of the terms of this Agreement or that you have attempted to exceed the licensed uses in any way. Termination will be effective upon written notice to you. Upon termination of this Agreement, you agree to promptly return all copies of the System, documentation, and other 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

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