



Euratlas-Nüssli
Milieu 30
CH-1400 Yverdon-les-Bains
Switzerland
Tel. : 0041 24 426 13 50

EXTENDED LICENSE

for EurAtlas®, SWITZERLAND Georeferenced Historical Vector Data

This is a legal Agreement between

- ... ("Licensee") and

- Christos Nüssli ("Licensor") holder of the trademark EurAtlas, author of EurAtlas Periodis, periodical historical Atlas of Europe and owner of the proprietary rights in this work and in the Georeferenced Historical Vector Data, that is a part of EurAtlas Periodis,

1. The Licensee acknowledges that the Georeferenced Historical Vector Data are original works protected by intellectual property legislation.
2. The Licensee will not acquire any ownership in the Data. Rather, he has a non-exclusive, non-transferable, limited license to install and to use **on a single computer** the digital data, subject to the terms and conditions of this Agreement. The Licensee owns the physical media on which the Data are recorded, but the Licensor retains all ownership interests in the Data.

A. Rights Conferred by the Extended License

Distribution of Graphic Representations on Non-Digital Media

3. The Licensee is authorised to use the vector data, alone or combined with other data, for the illustration of books, booklets, publications on paper, calendars, postcards, posters, advertising posters and tee-shirts and to disseminate them on these media.

Distribution of Graphic Representations on Digital Media

4. The Licensee is authorised to use the vector data for the creation of geographical maps or other graphic media as raster images (bitmap), capable of being disseminated on CD-ROMs for purely illustrative purposes. He may also offer these documents, for purely illustrative purposes, on an Internet site.

Moreover, the Licensee is also authorised to distribute graphic representations produced from the vector data by cinematographic processes, in particular for television broadcasting and for presentation to the public.

B. Limitation on the Granted Rights

5. Regardless of the medium (non-digital or digital as raster images), only representations as indicated under clauses 3 and 4 above, may be disseminated and in no case the vector data themselves. Moreover, these representations should not constitute the essence of the contents of the product (derived work) that will be disseminated, or of the contents of the Internet site on which they will be offered. Lastly, any modifications and additions made should not contain any obviously illegal, humanly discriminatory or scientifically erroneous elements.

All the rights conferred under clauses 3 and 4 above are subject to the limitations appearing under clauses 6, 7 and 8 below and to the respect of the obligatory mention indicated under clause 9 below.

6. The Licensee may not entrust the vector data to any agent, consultant or associate other than for the sole purpose of allowing such party to render a service which the Licensee must supervise and which requires the use of the aforesaid data. Moreover, the agent, consultant or associate may not, in turn, entrust the vectorial data to any third party whatsoever and must be required by a written contract to restore to the Licensee all copies of the data on completion of the commission. In no case may the rights conferred on the Licensee be yielded to the agent, consultant or associate.

7. Except as provided in Article 6 above, the Licensee shall not authorize or allow any third party to duplicate or reproduce the Data, in whole or in part, in any form or format whatsoever without the prior written consent of the Licensor, nor sell, loan, lease, distribute, transfer or sublicense the Data or otherwise assign any rights under this Agreement to any third party without the prior written consent of the Licensor.

8. The Licensee may not disseminate a work, on any medium whatsoever, that could be an entire or



Euratlas-Nüssli
Milieu 30
CH-1400 Yverdon-les-Bains
Switzerland
Tel. : 0041 24 426 13 50

substantial reconstitution of the EurAtlas maps (EurAtlas Periodis Historical Atlas of Europe) from the vector data, e.g. for the publication of an historic atlas of Europe. To be authorised, any work derived from the vector data must deal with a subject different from that of the maps of EurAtlas Periodis and any additions or modifications made must exceed 50% of the derived work both in the general presentation and in its content. Moreover, the title of the derived work should not, whether alone or in combination, contain the expression "Periodical Historical Atlas of Europe" nor the names EurAtlas and Periodis.

C. Obligatory Mention

9. (a) Any graphical representation established from the Data as envisaged in clauses 3 and 4, whatever the medium, must comprise the following mention:

"© Copyright 2008, Christos Nüssli, EurAtlas – www.euratlas.com, reproduction prohibited, license of (date of this agreement)"

(b) When the modifications or additions made to the original work are, in the general presentation or its components, more than 70% of the derived work, the documentation accompanying the derived work will have to mention the original work and the Licensor's rights, for example, in the following form:

"map drawn with the EurAtlas Georeferenced Historical Vector Data © Copyright 2008, Christos Nüssli, EurAtlas – www.euratlas.com, reproduction prohibited, license of (date of this agreement)"

D. Guarantees and Responsibilities

10. The Licensor has devoted its best efforts to collecting and preparing the vector data but it does not provide any guarantee or assurance, either express or tacit, deriving from the law or other sources, as to the exactness, utility, innovation, validity, extent, precision or adequacy of the data for a particular purpose. The Licensor will not be liable in any event for any loss of profits, breaking-off of an agreement, or any loss arising as a result of the inaccuracy or incompleteness in the Data.

11. The Licensor will not be liable to the Licensee in any respect for any claims, loss or injury alleged to have result from use or detention of the Data or of derived work.

E. Application and Possible Litigation

12. This License is effective as of the date and time of downloading the Georeferenced Historical Vector Data and shall apply throughout the duration of the legal copyright protection and without any territorial limitation.

This License shall be interpreted in accordance with the laws in force in Switzerland. The court having jurisdiction is at Yverdon-les-Bains, Vaud.