

Terms and conditions continued

7. License

AST grants to the Client a non-exclusive, non-transferable license to use ZAP software or the duration of this agreement. The Client shall have no right to print, copy, change or modify the software and upon termination of this agreement agrees to erase or otherwise destroy any programme or series of instructions relating to the software.

8. Disclaimer

No liability of consequential loss will be accepted for any or all failure or reduction in quality in all aspects of the system hardware or services provided nor the terrestrial connections that apply. No liability or consequential loss is accepted for any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated service. This agreement specifically excludes any claim for liability for damages arising from, illegal acts, breaches of privacy, personal or property loss, confidentiality of data, physical use and any other activity. No warranty either express or implied as to performance or fitness for purpose is given. Call records generated by the system will be considered conclusive evidence of calls made.

9. Value Added Tax

VAT is charged at the current rate and added to the charges quoted herein where applicable. Charges may be zero rated if the equipment is used outside of the EU. An overseas address must be provided to enable zero rating; this facility is offered at AST's discretion. (Proof of export is required if originally delivered within UK/EU).

10. Jurisdiction

This agreement is subject to English law and is not transferable without written consent from AST.

11. Contract

This contract, which can be assigned at AST's option, is with AST Connections Ltd, Burlingham House, Hewett Road, Gapton Hall Estate, Gt.Yarmouth, Norfolk, NR31 0NN, UK.

I hereby agree to the Terms and Conditions of this Agreement

Signature of credit card holder:	Name:
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The above named hereby applies for subscription to the AST Service and / or Software Licencing and agrees to be bound by the provisions of the AST Subscriber Agreement. This Agreement is not effective unless and until it is accepted by AST Connections Ltd.

ZAP WEATHERTRACK™ Service Agreement (Part 2)

ZAP EMAIL ADDRESS – please complete where shown. ----- @zap-email.com e.g. john.smith@zap-email.com	
NAME OF VESSEL if any	

Additional Terms and Conditions for ZAP Weather Track™

License Agreement and Disclaimer

AST Connections grants to the customer a non exclusive license to use the programme obtained under this agreement as follows:-

- A: Customer is licensed to a single-copy use of the ZAP Weather system.
- B: Customer may make a copy of the registered ZAP Weather software as necessary for normal backup purposes.
- C: Customer agrees not to make any copies of the registered CD contents for others without prior written permission of AST.
- D: Customer agrees not to cause or permit the reverse engineering, disassembly or de-compilation of the ZAP Weather software.
- E: AST shall retain all title, copyright and other proprietary rights in the ZAP Weather software and all modifications, enhancements and other works derivative of the programme. Customer does not acquire any rights, expressed or implied, in the programme other than those specified in this agreement.

Disclaimer.

In no event shall AST be liable for any indirect, incidental, special or consequential damages or damages for loss of profit, revenue, data or use incurred by the customer or any third party, whether in an action in contract or tort, even if AST or any other person has been advised of the possibility of such damages.

AST accepts no responsibility for damages that are caused by this programme and data service and makes NO warranty or representation, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose, with respect to this software and data service.

Furthermore AST does not warrant the programme and data service will meet the customers' requirements or that its operation with data will be uninterrupted or error free. This software and its data are provided "as is" and the customer, its user, assumes the entire risk when using

ZAP WEATHERTRACK

I understand that I will be charged as per the ZAP WeatherTrack™ price list, in addition to the ZAP Email charges detailed in part 1 of this agreement. I have read the license agreement and disclaimer and will abide by the terms and conditions relating to ZAP WEATHERTRACK.

Signed:	Name:
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For office use only	1. Zap Email address confirmed and active?	2. Zap Weather track agreement part 2 faxed to activations?
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AST Connections Ltd
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Fax +44 1493 441023