

# Nobeltec® Bathy Recorder™ User's Guide



# **Do You Have Everything?**

Before unlocking Bathy Recorder, make sure you have received the following:

- Bathy Recorder Unlock Code (via dealer or directly from Jeppesen Marine, Inc.®)
- Bathy Recorder User's Guide (this book)

Please write down your Bathy Recorder Unlock Code in the **My Nobeltec Program** and Chart Information table located inside the back cover of the Nobeltec Navigation Software User's Guide.

# **Hardware Requirement for Bathy Recorder**

To utilize the Bathy Recorder feature of Nobeltec Navigation Software, a Sounder or Depth Finder device that can output NMEA 0183 depth data must be connected to your onboard computer.

## **System Requirements for Nobeltec Navigation Software**

**Minimum System Requirements for Nobeltec Navigation Software** - if multiple advanced features are used concurrently, higher quality components may be required:

- Microsoft® Windows® 2000/XP Home/Professional (latest Service Pack may be required for Technical Support troubleshooting)
- Pentium® IV 3.0 GHz processing power, or equivalent
- 512 MB of RAM
- 160 MB available disc space (2-4 GB space required to store charts)
- 16 MB Video Card w/ 16 bit color VGA-compatible display (minimum 800x600)
- 12x or higher CD-ROM drive, DVD drive for optional data
- Monitor settings 1024x768, 32-bit color video
- Available Serial or USB COM port (USB requires an adapter)
- International Passport World Charts™ require a USB port (for Dongle)

**Recommended system components:** Windows® 2000/XP Pro; 1 GB RAM; 64+ MB 3D video graphics card with OpenGL.

## **Product Support**

If you have a question about your Bathy Recorder<sup>™</sup>, please first review this User's Guide and the User's Guide that came with your Nobeltec Navigation Software<sup>™</sup>. If you cannot find the answer you are looking for, please contact Jeppesen Marine's Nobeltec Customer Support (see inside back cover for contact information).

**ONOTE:** Technical Support is free of charge for registered users.

# **Table of Contents**

Chapter 1. Introduction	1
Nobeltec® Navigation Software Bathy Recorder™	1
Limitations of Documentation	1
Passport Deluxe™ Charts and Supplemental Data Sets (North America Only)	1
Passport™ 3D Bathymetric Charts	2
Chartgridding	2
The Software License Agreement	2
Chapter 2. Installation	3
Unlocking the Bathy Recorder	3
Using the Bathy Recorder Unlock Code	3
Upon Install	3
The Benefits of Bathy Recorder	
Chapter 3. Bathy Recorder Settings	5
Transducer Offset Settings	5
Using a Sounder or Depth Finder	5
Bathy Recorder Indicator	6
Locating, Saving, or Deleting Bathy Recorder Files	6
Tools   Bathy Recorder	6
Tools   Options   3D/Bathy	8
Tips to Remember	10
Custom Contours	10
Legal Disclaimer & Limited Warranty	12
Jeppesen Marine Contact Information	17



Introduction

1

# Nobeltec Navigation Software Bathy Recorder™

Thank you for purchasing Jeppesen Marine's® Nobeltec® Bathy Recorder™!

The Nobeltec Bathy Recorder™, sold as an upgrade to Nobeltec's award-winning software products, Visual Navigation Suite (VNS)™ and Admiral™, enables you to record sea floor topographic information using your Sounder/Depth Finder device, and to incorporate that data into your 3D display.

When you use the Bathy Recorder to customize your sea floor charts, those charts will constantly improve with repeat trips over the same areas, enabling you to have a perfect picture of important sea floor terrain, as well as your favorite fishing and diving spots. The data provided by your Bathy Recorder can be more specifically oriented to your needs than any chart you can purchase. And, with Nobeltec's exclusive, high-quality 3D-rendering, the Bathy Recorder will give you an unparalleled 360° awareness of your environment.

Bathy Recorder can give you specific contour lines that standard 3D charts available don't display, as well as complete control of the contour line display. Create your own custom contours to see the areas of sea-floor topography that are important to you.

#### Limitations of Documentation

This user's guide covers the key installation and usage information for the Nobeltec Bathy Recorder. It is written for an audience assumed to have a mid-level, pre-existing knowledge of PC operation and the principles of marine navigation.

This document should in no way be used to replace actual navigation training and experience. Jeppesen Marine is not liable for errors contained herein, nor incidental or consequential damages in connection with use of this material.

# Passport Deluxe™ Charts and Supplemental Data Sets (North America Only)

Bathy Recorder uses and creates three dimensional (3D) bathymetric (sea-floor) data in real-time. While you can use the Bathy Recorder feature to display only the data recorded by your Bathy Recorder, Jeppesen Marine highly recommends purchasing Passport Deluxe™ Chart Permits for every region where you intend to use Bathy Recorder. Passport Deluxe charts supplement your bathymetric coverage and add continuity to the 3D image.

Passport Deluxe is Jeppesen Marine's comprehensive supplemental nautical data solution for North America. It includes Passport World Charts™, photo charts, raster charts, and 3D bathymetric charts, as well as an additional data pack containing Coast Pilot™, place name marks, local info marks, light and buoy data, geographic location marks, and world port index information.

#### **Chapter 1 - Introduction**

Passport Deluxe World Charts and Supplemental Data Sets are subdivided into regions and stored on a series of CDs and/or DVDs available from Jeppesen Marine, Inc. Each Passport Deluxe region is encrypted and you must purchase a Chart Permit number, sold separately, for each region you wish to use in order to access that region.

● NOTE: Not every Passport Deluxe region includes all of the listed data types. Refer to the Jeppesen Marine Nobeltec website at www.nobeltec.com or your Jeppesen Marine Nobeltec product distributor for complete details.

#### Passport 3D Bathymetric Charts

Passport 3D bathymetric charts contain high-resolution sea-floor elevation data, spaced at regular intervals. These charts are part of the Passport Deluxe chart packages for North America. Data points contain latitude, longitude, and elevation. Nobeltec software interprets this data and renders it into a 3D image, combining charts with a 3D view of the ocean floor.

#### ChartGridding

Since Passport 3D bathymetric charts are only available in North America, you can use the **ChartGridding** feature in Nobeltec® VNS™ or Admiral™ to create 3D sea floor topographic data from 2D vector charts in areas where high-resolution sea floor charts are unavailable. ChartGridding can also be used to supplement existing vector data, even in places where the high-resolution 3D data is available.

## The Software License Agreement

⚠ ATTENTION: You may not use Nobeltec Navigation Software or any feature thereof unless you agree to the terms of the Software License Agreement (see Pages 12-16).

When you first launch Nobeltec Navigation Software, a digital copy of the Software License Agreement will display. By continuing to use the product, you and all users of your copy of Nobeltec Navigation Software agree to be bound by the terms of the Software License Agreement and to release and hold Jeppesen Marine harmless from and against any and all claims, obligations, and liabilities with respect to the product, except those specifically reserved in the License Agreement.

If you do not agree with the terms of the Software License Agreement, click the button labeled **I Do Not Agree** and the program will close. If you choose this option you may return the program to the original place of purchase within thirty (30) days of the purchase date.

Passport World Charts and Passport Deluxe Supplemental Data Sets (once unlocked) are not returnable.

#### **Unlocking the Bathy Recorder**

Your Bathy Recorder product distributor will either provide you with an Unlock Code or a Voucher, which can be redeemed online for an Unlock Code. No matter how you receive it, your Unlock Code is used to unlock the Bathy Recorder features already embedded in Nobeltec Navigation Software.

Bathy Recorder is available for use with Nobeltec® Admiral™ or Visual Navigation Suite (VNS)™ version(s) 8.1.2000 or higher. If you already own a copy of Admiral or VNS version 8.0 or higher, a free update may be available to you. Please see the Jeppesen Marine Nobeltec website (www.nobeltec.com) for upgrade details.

Upon installation of the Bathy Recorder Unlock Code, Nobeltec Navigation Software will recognize the Bathy Recorder and is now ready for immediate use to record and display sea floor data.

#### Using the Bathy Recorder Unlock Code

To use your Unlock Code to unlock Bathy Recorder:

- 1. Open your Nobeltec Navigation Software.
- 2. Click File | Chart Table | Install Tab, or Tools | Permit & Unlock Codes.
- 3. From the drop-down menu, select Permits and Unlock Codes.
- 4. Click Install.
- 5. Input the 20-digit Bathy Recorder Unlock Code provided to you by your product distributor, the Jeppesen Marine website, or dealer and then click **Finish**.
- 6. Bathy Recorder will be activated as soon as the Chart Table closes.

#### **Upon Install**

When you launch Nobeltec Navigation Software, the startup splash screen will now display Bathy Recorder as one of the supplemental installed features.



Figure 1 - Startup Splash Screen with Bathy Recorder

#### The Benefits of Bathy Recorder

Terrain rendered using Bathy Recorder provides you with an awareness of depth, terrain values and possible hazards that standard high-resolution 3D cannot provide. Without Bathy Recorder, standard 3D chart terrain may not reveal significant sea floor detail.

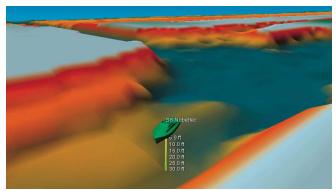


Figure 2 - Nobeltec High-Resolution 3D Bathymetric Data from Passport Deluxe DVD Kit

Using Bathy Recorder data, terrain samples gain a crispness and specific clarity with which other 3D charts cannot compete.

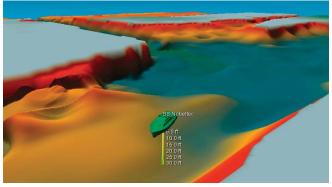


Figure 3 -Nobeltec High-Resolution 3D Bathymetric Data Enhanced by Bathy Recorder

#### **Transducer Offset Settings**

When using the Bathy Recorder, the Transducer Offset settings must be configured before any recordings can be made with the tool.

Transducer Offset can be accessed using the Shallow Water Alarm Settings window, which is available either via **Tools | Options | Sounder** or via **Sounder | Options** and clicking the **Transducer Offset...** button in the lower left of the window.

The Transducer Offset field must be set to > 0 (greater than 0) feet.

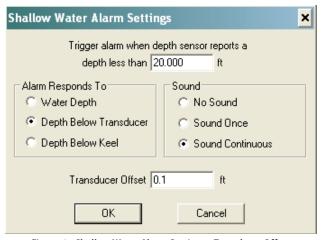


Figure 4 - Shallow Water Alarm Settings - Transducer Offset

• NOTE: In order to generate accurate bathymetric recordings, Bathy Recorder settings must allow for the waterline offset of the transducer.

#### **Using a Sounder or Depth Finder**

Bathy Recorder is designed for use with a Sounder or Depth Finder device that is connected to your onboard computer and can output NMEA 0183 depth data. When depth information is being received accurately by Nobeltec Navigation Software, the Console panel, on the right-hand side of the screen, will display Depth (Dpt) information.

Cursor Position
Lat: 47 35.832 N
Lon: 122 23.202 W
Dpt: 64.3 ft

Figure 5- Console Panel with Depth Information

#### **Bathy Recorder Indicator**

Whenever Bathy data is being recorded, a small indicator will appear in the upper right corner of the 3D window, indicating that the **Capture Bathy Recorder Data** option has been selected, and that valid GPS and depth information is available.

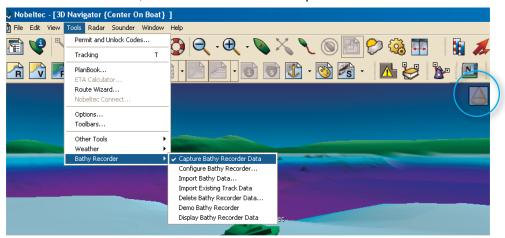


Figure 6 - Enable Capture Bathy Recorder Data with Right-Hand Corner Indicator

▲ WARNING: Currently, Nobeltec Navigation Software tolerates a short loss in GPS and depth information. During this time, however, Bathy Recorder continues to record the last known good sample. This can result in erroneous depths being recorded during outages. Timeout occurs within 90 seconds.

#### Locating, Deleting, and Saving Bathy Recorder Files

Bathy Recorder files are stored on your hard drive, and are named by date and your serial number (for example, 2006\_256.9\_13.###-#############.1.bth) These files are stored by default in \Program Files\Nobeltec\Visual Series\Bathy Recorder Data\. Files can be deleted or shared.

Daily batches of Bathy data files can be deleted at any time using the **Tools | Bathy Recorder | Delete Bathy Recorder Data**. This function only deletes a day or range of days (yesterday or prior) at a time (see **Figure 7**).

Recorded bathymetric files can also be copied and shared with other users as you would share any other data file.

## **Tools | Bathy Recorder**

There is a **Tools | Bathy Recorder** menu created when you unlock Bathy Recorder, with the following options:

 Capture Bathy Recorder Data: This option starts the recording process of bathymetric data being transmitted by your Sounder or Depth Finder device (see

- **Figure 6**). Throughout recording, the Bathy Recorder indicator should appear in the upper right-hand window of the 3D display. Nobeltec Navigation Software must be receiving both GPS position and depth information from a depth sounder before sea floor topographic data samplings are taken. You can verify that both data feeds are functioning using the console.
- NOTE: If GPS position and depth information are not available, an error message will be displayed in the NavBar Message Tab.
- Configure Bathy Recorder: This allows you to change your Bathy Recorder default settings after setup. Clicking this option will open Tools | Options | 3D/Bathy.
- Import Bathy Data: When selected, this option opens a standard browser window for you to locate appropriate Bathy data to import into the Bathy Recorder. Data must be in tab-delimited format, and should include latitude, longitude, and depth. When data is imported, the 3D display window, if open, changes to "Explore" mode and is centered upon the first data point in the imported file.
- Import Existing Track Data: This allows you to convert saved boat track lines into Bathy Recorder data. Tracks can be easily created using Nobeltec Admiral or VNS, see your Nobeltec Navigation Software User's Guide. Track data can also be imported from an existing chart-plotter/Sounder onboard your vessel.
- NOTE: You must have saved track data for this function to work properly.
- **Delete Bathy Data**: This opens a "Delete Bathy Recorder Data" dialog box where you may select to delete previously recorded bathymetric chart data by day or date range. This method removes an entire day or range of days of recorded data. *Earliest files that can be deleted are yesterday's or prior.*



Figure 7 - Delete Bathy Recorder Data

- NOTE: You will be asked to confirm deletion after clicking the **Delete** button before the selected files are permanently removed.
- **Demo Bathy Recorder**: This feature simulates the effects of using Bathy Recorder with existing bathymetric information, such as ChartGridding, etc.

  When the simulation starts, Shaded Relief is enabled and the boat is set to follow a route. The simulation function takes bathymetric information from existing charts and applies current setup configurations, such as cone angle and rate

#### **Chapter 3 - Bathy Recorder Settings**

of refresh. The 3D display shows this simulation until you select **Demo Bathy Recorder** again to turn off the demonstration.

Typically, the simulation mode will create its own temporary route based on settings previously determined by Jeppesen Marine. However, if there is a route you wish to simulate, you can open that route in Nobeltec Navigation Software, rename the route "BR DEMO ROUTE". The next time you click **Demo Bathy Recorder**, the route you saved will be demonstrated in the 3D display.

- MARNING: For safety reasons, the demo feature does not work when receiving GPS information. If you attempt to use the Demo Bathy Recorder feature when GPS data is being received, a warning message will display and the demo will not start.
- Display Bathy Data: When selected, this feature uses Bathy Recorder data to contribute to the overall Nobeltec bathymetric features shown on chart, including Shaded Relief, Custom Contours, 3D, and Route Wizard. This data is also used to build the 3D representation in the 3D display window. See also the Tools | Options | 3D/Bathy | Bathy Recorder: Display Bathy Recorder Data option.

# Tools | Options | 3D/Bathy

Bathy Recorder settings can be controlled using the **Tools | Options | 3D/Bathy** tab. Settings include:

- Bathy Source Display 3D/Bathymap Data: Yes displays the 3D high-resolution bathymetric chart data set sold by Jeppesen Marine as part of the Passport Deluxe package in the 3D display window. No disables.
- Bathy Source Display ChartGridding Data: Yes allows you to create 3D sea floor topographic data from 2D vector charts in areas where those high-resolution sea floor charts are unavailable, or to supplement existing vector data in places where the high-resolution, 3D, sea floor topographic data is available. When you select Yes, this data is used to build 3D representation in the 3D display window. No disables this feature.

**•• NOTE**: The following options only appear if you have purchased and unlocked Bathy Recorder.

- Bathy Source Display Bathy Recorder Data: Yes displays your recorded data and
  uses that data to build 3D representation in the 3D display window, No disables.
- Bathy Recorder: Apply Tidal Offsets: This setting applies a tidal offset to your data, allowing for changes in currents and tides during recording. Default is Yes. If the option is set to Yes, when any depth data point is received by the 3D engine, the offset of the closest tidal station (as determined by settings in the NavBar | Tides & Currents tab) is applied to the depth. For example, if the Sounder or Depth Finder device reports depth at 12 feet, and the closest tidal station shows a high tide at 4 feet, the actual depth is stored as 8 feet. If there is no tidal station within 50 nautical miles, no tidal station influence is considered.

- Bathy Recorder: Frequency of Data Collection: Use this setting to control how often Bathy Recorder will record a data point. Options are every meter, every 5 meters, every 10 meters, every 20 meters, and every 50 meters. Default is every 5 meters. More frequent data collection results in larger Bathy Recorder files and higher detail. However, if performance of your computer becomes an issue, consider using a lesser frequency.
- Bathy Recorder: Frequency of Screen Refresh: This drop-down list allows you to select how frequently the 3D window and chart window screens will have the bathymetric chart data refreshed. Options are once/second, every 5 seconds, every 10 seconds, every 15 seconds, every 30 seconds, every 60 seconds, and at Startup only. Default is every 5 seconds. In cases where the computer system is already taxed, the frequency of screen refresh should be reduced to prevent pauses in the system.
- Bathy Recorder: Transducer Cone Angle: This option should be set to reflect the actual sonar transducer cone angle (from side to side) that is being used to provide the software with depth information. This information transmits on a point-by-point basis the influence range of each recorded depth. Influence range is also a function of the depth. For example, in 100 m (328 feet) of water, a 45° cone angle will result in a range of influence of about 40 m (131 feet) around the collected sample, whereas a 6° cone angle would only have a 5 m (16 feet) range of influence. The minimum influence range is 1 m (3 feet), which means that in shallow water, a narrow cone angle may produce a wider impact than expected. For example, in 10 m (33 feet) of water, a 6° cone angle should have an influence range of 0.52 m (1.7 feet), but instead is transmitted as 1 m (3 feet).

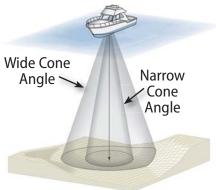


Figure 8 - Transducer Cone Angle Differences

Options for this setting are: 6 Degrees, 9 Degrees, 12 Degrees, 15 Degrees, 22 Degrees, or 45 Degrees. Default is 45 Degrees. Changes made to this option impacts only newly recorded data.

#### **Chapter 3 - Bathy Recorder Settings**

Jeppesen Marine highly recommends that you check the documentation that came with your sounder/depth finder transducer to determine the correct transducer cone angle setting.

- Bathy Recorder: Rendering Exaggeration: Normally, a sample has a range of influence dictated by the depth and the transducer cone angle. You can use this option to exaggerate that rendering to increase the range of influence of a Bathy Recorder sample. In essence, this setting causes your depth recording to draw with a wider or narrower calculation. Since this is a subjective setting, you are encouraged to experiment with the value to see what style and setting you prefer. Changes to this option impact both new and previously collected data. Options for this setting are: Standard (default), 2x, 4x, 8x, and Maximum.
- ▲ WARNING: There may be a significant change in depth beyond the transducer cone angle that could prove materially hazardous. Increasing rendering exaggeration "fills in" more areas and may look more aesthetically pleasing, but can mask changes in depth outside the transducer cone and therefore should be used with caution.
- Bathy Recorder: Show Raw Points on Chart Window: This option allows you to have Bathy Recorder data always rendered in black, rather than the color dictated by the Shaded Relief color scheme in the chart window. Yes turns on the display black-only bathymetric data points on your chart window, No defaults to the shaded relief color scheme. No is the default setting.
  - This feature permits you to see where you have and have not captured data. There is no harm in adding additional data to an area, and, in fact, can improve your overall sea-floor map of any area over time.
- Bathy Recorder: Duplicate Data: This setting controls how Nobeltec Navigation
  Software handles overlapping Bathy Recorder samples. Options are Average Data
  Points or Use Newest Data Point. Average Data Points is the default setting, and
  causes all overlapping data to impact the final depth value. Use Newest Data
  Point causes data from only the latest Bathy Recorder file to be used. Data from
  within the same file is always averaged.

## **Tips to Remember**

▲ TIP: Choppy seas impact performance. Jeppesen Marine recommends that you do not use Bathy Recorder when choppy seas may give you an inconsistent cone angle or if your boat is in a situation where the cone may not be consistently pointing downward.

#### **Custom Contours**

When the Bathy Recorder product is installed, custom contours become available. The Contours Tab is renamed Custom Contours, and contains five contour themes, with three sets of customizable contours for Sea, Land, and None for each theme. The

Contour button on the toolbar will also contain custom contour information.

Contour themes give you the ability to have clearly differentiated contours that are quickly visible on-screen at a glance. This feature is especially useful if there are multiple contours that you are interested in fishing along, but wish to avoid cluttering your screen with all of them at once.

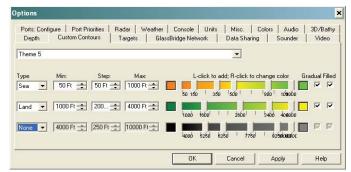


Figure 9 - Tools | Options | Custom Contours Tab

To begin customizing contour colors, set the Start and End depths and heights, as well as the number of contour lines to render using the step control.

- Depths can be dragged back and forth to your specifications, affecting the coloring.
- Click your mouse in the color strip to add a depth/height marker, or drag the marker off-screen to remove it.
- Use your right mouse click to select a customized color from the provide swatch.

Color swatches allow you to quickly select a Start and End color for contour and the standard behavior of the color slider. You may select to fill the color or not, and to make the color behavior gradient or not.

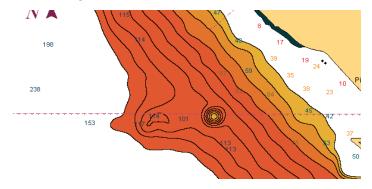


Figure 10 - Custom Contours

## **Nobeltec® Software License Agreement**

WARNING! CAREFULLY READ THIS ENTIRE SOFTWARE LICENSE AGREEMENT ("AGREEMENT") BEFORE USING THE ENCLOSED SOFTWARE PROGRAM. THIS AGREEMENT IS LEGALLY BINDING UPON YOU (EITHER AN INDIVIDUAL OR ENTITY) AND JEPPESEN MARINE, INC. BY OPENING THE SEALED SOFTWARE PACKAGE AND/OR BY USING THIS SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE SOFTWARE LICENSE RESTRICTIONS ON USE, LIMITED WARRANTY AND DISCLAIMER. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PROMPTLY RETURN THE SOFTWARE AND ACCOMPANYING MATERIALS (INCLUDING THE DISC PACKAGE, PRINTED MATERIALS AND BINDERS OR OTHER CONTAINERS) TO THE PLACE WHERE YOU PURCHASED IT FROM FOR A FULL REFUND.

ALL JEPPESEN MARINE NOBELTEC PROGRAM SOFTWARE COMES WITH A 30-DAY MONEY BACK GUARANTEE IF PURCHASED DIRECTLY FROM JEPPESEN MARINE. AN RMA NUMBER MUST ACCOMPANY ALL RETURNED PRODUCTS. PLEASE CONTACT JEPPESEN AT 800 946 2877 - CUSTOMER SUPPORT - IN ORDER TO OBTAIN AN RMA IF THE NEED ARISES. JEPPESEN MARINE'S NOBELTEC SOFTWARE YOU PURCHASED FROM A DEALER MUST BE RETURNED TO THAT DEALER FOR A REFUND IF THEY HAVE A RETURN POLICY. PASSPORT AND 3D CHART PURCHASES ARE NON-REFUNDABLE. OWNERSHIP IS FINAL ONCE THEY ARE PURCHASED AND THE PERMIT IS GENERATED. DONGLE EXCHANGES REQUIRE THE DONGLE BE RETURNED TO JEPPESEN MARINE FOR REPLACEMENT BEFORE A NEW DONGLE CAN BE ISSUED. JEPPESEN MARINE RESERVES THE RIGHT TO REFUSE REFUNDS ON ANY OR ALL JEPPESEN MARINE NOBELTEC PRODUCTS.

This Agreement is proof of license to exercise the rights granted herein. Please treat it as valuable property.

- 1. DESCRIPTION OF SOFTWARE. The SOFTWARE may include accompanying materials, including, but not limited to, a 3-dimensional viewing and navigation software program and related data, vector digitized charts, chart folios, color and monochrome chart image data sublicensed to Jeppesen Marine, Inc. ("Jeppesen") by Nautical Data International Inc., images, photographs, animation, video, audio, music and text (collectively "SOFTWARE" or "product"). Certain portions of the SOFTWARE may be owned by Jeppesen and other portions of the SOFTWARE may be owned by one or more third parties, including without limitation one or more agencies or instrumentalities of the United States Government or other governments, and licensed to Nobeltec for use as provided in this License Agreement. Your use of this SOFTWARE is subject to all of the terms and conditions of this License Agreement.
- 2. GRANT OF LICENSE. Except as otherwise provided for herein, Jeppesen hereby grants to you a non-transferable, personal, non-exclusive license to use the SOFTWARE during the License Term (as defined below) for your benefit on a maximum of three (3) of your own personal computers. The SOFTWARE is "in use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disc, CD-ROM, or other storage device) of that computer. Jeppesen expressly reserves any and all rights that it may have in or to the SOFTWARE which are not expressly licensed by Jeppesen to you hereunder. Except as otherwise provided for herein, you may (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disc provided you keep the original solely for backup or archival purposes. You acknowledge that Jeppesen has copyrights and other proprietary rights in and to the SOFTWARE and you, therefore, agree to reproduce Jeppesen's copyright notice on each copy of the SOFTWARE which you shall create.
- **3. SPECIAL NETWORK LICENSE.** Except as otherwise described, all computers on a network running the SOFTWARE must be individually purchased and therefore have its own unique serial number or hardware security dongle ("dongle"). There are two exceptions to this rule. The first of these is the Nobeltec Admiral version of the SOFTWARE, which includes a dongle and may be installed on two computers on the same network. The "primary" installation of Nobeltec Admiral, which is designated by the existence of the dongle, communicates with external devices, such as a GPS, and can forward the information on to the "secondary" installation of Nobeltec Admiral. The secondary installation of Nobeltec Admiral is feature limited, including that it is solely capable of receiving data from the primary Admiral by virtue that it does not have its own dongle. The second exception is the network version of Tides & Currents does not require any external devices or a hardware security dongle. In addition, the

non-network version of Tides & Currents may be installed on a total of three machines at one time. Additional installations after the third will be granted at Jeppesen's discretion.

- **4. OTHER RESTRICTIONS.** Except for the initial loading of the SOFTWARE or for archival or backup purposes as set forth in Section 2 above, you shall not (a) copy, duplicate, reproduce or publish the SOFTWARE; (b) electronically transfer the SOFTWARE to multiple computers over a network; (c) distribute copies of the SOFTWARE to others by any means whatsoever; (d) modify, adapt, translate, reverse engineer, disassemble or decompile the SOFTWARE in any way or create derivative works (i.e. works which include or are derived from any portion of the SOFTWARE) based on the SOFTWARE; (e) modify, adapt, translate, or create derivative works based on the printed, electronic or written materials; (f) assign, rent, exchange, lend, lease or sublease the SOFTWARE; or (g) sell or transfer the SOFTWARE. In no event shall you make any use of the SOFTWARE for commercial purposes except as expressly permitted herein, it being understood that, except as so expressly permitted, your sole rights with respect to the SOFTWARE shall be to use the SOFTWARE for your own benefit and not for the benefit of any third party. Notwithstanding the foregoing, you may transfer you rights under this Agreement on a permanent basis provided that you transfer this Agreement and the SOFTWARE and that you do not retain any copies of this Agreement or SOFTWARE and that the transferee agrees to all of the terms and conditions of this Agreement. A CHANGE OF REGISTRATION form must be submitted to Jeppesen. Contact CUSTOMER SERVICE 800 732 2800 for information about the CHANGE OF REGISTRATION form.
- **5. UPGRADES.** If the SOFTWARE is an upgrade from a Jeppesen Nobeltec product, you now may use that upgraded product only in accordance with this Agreement.
- **6. LICENSE TERM.** The term of the license granted to you hereunder (the "License Term") will commence upon your opening of the sealed software package and/or by using this SOFTWARE and will continue indefinitely unless and until the Agreement is terminated. The Agreement shall be terminated as follows: (a) you may terminate the Agreement at any time, with or without cause, effective upon your delivery to Jeppesen of written notice of termination; or (b) the Agreement shall terminate immediately and without notice if you fail to comply with any term or condition of this Agreement.
- **7. EFFECT OF TERMINATION.** All of the provisions of this Agreement which are not expressly limited to the period of the License Term, including without limitation the provisions regarding disclaimers of warranties, limitations of liability, remedies and proprietary rights, shall survive the termination of the License Term. Promptly following the termination of the License Term, you shall either destroy or return to Jeppesen any and all copies of the SOFTWARE.
- **8. GOVERNMENT RESTRICTED RIGHTS.** THE FOLLOWING ADDITIONAL RESTRICTIONS AND DISCLAIMERS MAY APPLY TO YOU:
- (a) U.S. GOVERNMENT RESTRICTED RIGHTS. This SOFTWARE and accompanying documentation is provided with restricted rights. Use, duplication or disclosure by the U.S. Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227 19, as applicable. Manufacturer is Jeppesen Marine, Inc., 15160 NW Laidlaw Rd. Suite 100, Portland, OR 97229.
- (b) CANADA SAFETY WARNING. You are hereby advised of the Canadian carriage regulations applicable to Canadian ships in all waters and to all ships in waters under Canadian jurisdiction which requires the master and owner of every ship to: have on board, in respect of each area in which the ship is to be navigated, the most recent editions of the charts, documents; or to have sufficient knowledge of specific information, such that safe and efficient navigation in the area where the ship is to be navigated is not compromised. You are particularly advised to review Articles 4, 5 and 6 of the Charts and Nautical Publications Regulations 1995 of the Canada Shipping Act.
- (c) UK SAFETY WARNING. No National Hydrographic Office has verified the information in this product and none accept liability for the accuracy of reproduction or any modifications made thereafter. No National Hydrographic Office warrants that this product satisfies national or international regulations regarding the use of the appropriate products for navigation.
- (d) GERMANY SAFETY WARNING. The digital chart(s) contained herein have not been verified or updated. For their

own safety, users are advised to consult official updated nautical charts for purposes of navigation.

- (e) **DENMARK SAFETY WARNING.** No National Hydrographic Office has verified the information in this product and none accept liability for the accuracy of reproduction or any modifications made thereafter. No National Hydrographic Office warrants that this product satisfies national or international regulations regarding the use of the appropriate products for navigation.
- (f) NORWAY SAFETY WARNING. No National Hydrographic Office has verified the information in this product and none accept liability for the accuracy of reproduction or any modifications made thereafter. No National Hydrographic Office warrants that this product satisfies national or international regulations regarding the use of the appropriate products for navigation.
- (g) AUSTRALIA SAFETY WARNING. The Australian Hydrographic Office does not check the information on this product and the Commonwealth accepts no liability for accuracy of copying or for any modifications that may have been made to the information which it has supplied. Furthermore, the Commonwealth does not warrant that this product meets any regulations as an appropriate product for navigation or that it contains the latest hydrographic information available.
- (h) FINLAND SAFETY WARNING. No National Hydrographic Office has verified the information in this product and none accept liability for the accuracy of reproduction or any modifications made thereafter. No National Hydrographic Office warrants that this product satisfies national or international regulations regarding the use of the appropriate products for navigation.
- **9. LIMITED WARRANTY AND DISCLAIMER.** Jeppesen warrants that the magnetic media on which this SOFTWARE is recorded is free from defects in materials and workmanship under normal use and operation. Jeppesen does not warrant that this SOFTWARE is error free, that it will perform without interruption or that it is compatible with products manufactured by any person or entity other than Jeppesen. This SOFTWARE utilizes digital chart data and electronic information from the Global Positioning System ("GPS") which may contain errors. Jeppesen does not warrant the accuracy of such information and you are advised that errors in such information may cause the SOFTWARE to give inaccurate readings.

The above warranty is exclusive and is in lieu of all others, express or implied. It does not cover any SOFTWARE which has been subjected to damage or abuse, which has been altered or changed in any way, or which is operated in a manner inconsistent with the instructions for use provided by Jeppesen. Jeppesen is not responsible for problems caused by the interaction of the SOFTWARE with products manufactured by others or for problems arising from errors in the chart data or information provided by third parties, including the GPS.

Except for the limited warranty regarding the magnetic media, this SOFTWARE is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, and any which may arise from the course of performance, course of dealing, or usage of trade. The limited warranty provided above is made to you if you (a) are registered with Jeppesen as a user of this SOFTWARE, (b) have fully paid the required license fee, (c) have fully complied with the terms of the license, and (d) are the original licensed end-user. No warranty is made to any other person or entity.

The limited warranty provided above will be effective for a period of sixty (60) following your receipt of this SOFTWARE.

EXCEPT AS EXPRESSLY STATED ABOVE, JEPPESEN MAKES NO WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR ITS CAPABILITY, VALIDITY, ACCURACY OR RELIABILITY, AND DISCLAIMS ANY LIABILITY FOR THE SOFTWARE OR THE DESIGN, ACCURACY, SAFETY OR CONFORMANCE WITH ANY GOVERNMENT STANDARDS, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific rights, and you may also have other rights, which vary state to state.

**10. WARNING REGARDING NAVIGATIONAL USE.** Nautical navigation, including but not limited to navigation with 3-dimensional views of the ocean and land elevation topography, is an inherently dangerous undertaking

and should only be engaged in by persons trained and experienced in navigation. This SOFTWARE is intended for use only by persons trained in nautical navigation and only as a navigational aid, not as the sole method of navigation.

- **11. INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Jeppesen and its suppliers from and against any and all claims, costs, liabilities, damages and expense (including, but not limited to reasonable attorneys fees and legal costs), including claims by third parties, which Jeppesen may suffer, sustain or incur as result of (a) your breach of any of the terms and conditions of this Agreement and/or (b) your use of the SOFTWARE, except to the extent that Jeppesen is liable under any express warranty set forth herein.
- **12. REMEDIES.** As noted above, the limited warranty provided above will be effective for a period of sixty (60) days following your receipt of this SOFTWARE. During the warranty period, Jeppesen will, at its sole option, (a) repair or replace, without charge, on an exchange basis, any magnetic diskette which proves defective in materials or workmanship or (b) refund the fees paid for licensing the SOFTWARE. This is Jeppesen's entire liability and your sole and exclusive remedy. This remedy shall not apply if the storage device on which the SOFTWARE is stored has been damaged by negligence, accident, improper or unreasonable use, or by any other cause, unrelated to defective material or workmanship.

If you have a warranty claim, you must contact the Jeppesen Marine customer service department for a return authorization during the warranty period. If the customer service representative is unable to correct your problem, you will be provided with a return authorization number and an address for returning the defective item for warranty service or replacement.

You must either return the defective item post-paid, postmarked within the time period stated above. You must either insure the defective item being returned or assume the risk of loss or damage in transit. Any claim under the above warranty must include a copy of your receipt or invoice or other proof of the date of delivery. No warranty claims will be honored which are made after the expiration of the warranty period.

13. LIMITATION OF LIABILITY. JEPPESEN AND ITS SUPPLIERS SHALL NOT IN ANY CASE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY OR OTHER DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE, PROFIT, DATA, PROPERTY DAMAGE OR INJURY) WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, WARRANTY, CONTRIBUTION, STRICT LIABILITY, TORT OR OTHER THEORY ARISING OUT OF THIS AGREEMENT, OR THE USE OR THE INABILITY TO USE THE SOFTWARE OR ANY OTHER LEGAL THEORIES, EVEN IF JEPPESEN OR ITS AGENT OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL JEPPESEN'S LIABILITY EXCEED THE LICENSE FEES PAID BY YOU FOR THE SOFTWARE. Some states do not allow the exclusion or limitation of direct, indirect, incidental or consequential damages, so the above exclusions or limitations may not apply to you.

If a court of competent jurisdiction determines that relevant laws in force may imply warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on Jeppesen's liability set forth in this Section 12 shall apply to the fullest extent permitted by law. If Jeppesen cannot exclude or limit a warranty or liability implied by law, this Agreement shall be read and construed subject to such provisions of law.

**14. SOFTWARE OWNERSHIP.** The SOFTWARE, and all copies and derivative works thereof, are and shall remain the sole and exclusive property of Jeppesen or its suppliers and are protected by United States copyrights laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording). All applicable rights to copyrights, patents, trade secrets, trademarks and other intellectual property in and to the SOFTWARE are and shall remain in Jeppesen and its suppliers. To the extent that you may acquire any right or interest in or to the SOFTWARE, other than the rights and license expressly granted to you herein, you agree that you shall be deemed to have assigned such rights to Jeppesen. This license shall not be considered a "sale" of the SOFTWARE.

Data and information contained in this SOFTWARE are provided by Nautical Data International © 2001 Her Majesty the Queen in Right of Canada, Canadian Hydrographic Service. Jeppesen is an authorized user and

Licensee of selected Nautical Data International Inc. data products under Licensing Agreement number 0529003.

- **15. SEVERABILITY.** If any provision or any part of a provision of this Agreement shall be held invalid or unenforceable, then the remaining portions of that provision and the remainder of the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of each party shall be construed and enforced accordingly.
- **16. ASSIGNMENT.** This Agreement and the license granted herein are personal to you and, except as otherwise provided for herein, they may not be transferred or assigned. This Agreement and all terms and conditions contained herein shall be inure to the benefit of and be binding upon Jeppesen's successors and assigns.
- **17. WAIVER.** Failure to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition.
- **18. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of laws provisions.
- **19. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and superseded all prior or contemporaneous representations or agreements of the parties whether written or oral. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by the parties. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected.

(End)

# Nobeltec® by Jeppesen®

15160 NW Laidlaw Road – Suite 100 Portland, Oregon 97229 USA

# **Customer Support Phone Numbers**

 North America:
 800 732 2800
 6 AM - 7 PM MT

 Europe:
 +49 6102 50 8171
 8 AM - 5 PM CET

 All Other Locations:
 +1 303 328 6983
 6 AM - 7 PM MT

**Sales Phone Numbers** 

**All Locations:** 800 598 4976/+1 503 579 1414 8 AM - 5 PM PT

**FAX:** 503 579 1304 (North America)/+49 6102 50 8189 (Europe)

**E-MAIL:** sales@nobeltec.com (Sales) or support@nobeltec.com (Support)

WEBSITE: www.nobeltec.com

Printed in USA

Press Date: February 2006

© 2006 Jeppesen Marine, Inc. All rights reserved.

Nobeltec® Bathy Recorder™ Installation Guide

