



**End User Licence Agreement for customers of  
emapsite.com Ltd**

## **SCHEDULE 7**

### **Distributor Annual Intellectual Property Licence for Land & Property Services (“LPS”).**

When completed please photocopy this page for your reference and return the original to:

***emapsite.com Ltd.*** (the “Distributor”)

When granted the licence (See Licensed Use below) will:

- (a) authorise the internal business use of the Intellectual Property within [the European Union];
- (b) confer no rights to publish the Intellectual Property or any mapping based on the Intellectual Property.

**A     Licensee Details (BLOCK Capitals Please)**

Name of Organisation: ... **As specified on invoice** .....(the “Licensee”)

Delivery Address: ... **As specified on invoice** .....

..... Post Code: .....

Invoice Address (If different): ... **As specified on invoice** .....

..... Post Code: .....

Contact Name:... **As specified on invoice** .....

Tel No .....Fax .....E-Mail .....

Business of the Licensee: .....

Formats:     **As specified on invoice**

**B     No & size of hard copies to be made from the Intellectual Property?**

A5	A4	A3	A2	A1	A0	None
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**C     Intellectual Property to be licensed**

**Products purchased as specified on invoice**

For licensed use see below

## LICENSED USE

When granted the licence permits the use of the IP licensed by the Distributor under the terms and conditions of this licence within the licensee's own office for its own internal business use for:

- copying for back up purposes
- the making of hard copies as stated in Section B above
- merging
- integrating
- adapting
- sub-licensing with the prior written consent of the Distributor. If you wish the temporary assistance of a Sub-Licensee you must make the terms and conditions of this document available to your Sub-Licensee.

**All other uses are prohibited.**

If you wish to discuss publishing, developing, demonstrating or making your own product, please contact [emapsite.com](http://emapsite.com) on 0118 973 6883 who will advise you of the procedures to follow.

### ***D      Granting of Licence***

***The licence will be granted for a period of 12 months subject to the Distributor licensing terms and conditions, a copy of which is attached. This is an annually renewable licence.***

**If a Third Party (Subcontractor or End User) is involved you must specify this at the time of purchase at [emapsite.com](http://emapsite.com).**

By clicking to agree the Terms and Conditions at the time of purchase online at [emapsite.com](http://emapsite.com), the Licensee named on the relevant invoice hereby acknowledges and accepts the terms and conditions upon which this licence is granted.

**[Name as shown on invoice](#)**

**[Date as invoice](#)**

**FOR DISTRIBUTOR USE ONLY**

**The Distributor grants the Licensee above a licence to use the IP applied for only under the terms and conditions contained with this document.**

**Signed:-**



**Date:-...[Date as invoice](#)**

## DISTRIBUTOR INTELLECTUAL PROPERTY LICENSING TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 Unless the context otherwise requires, in these terms and conditions:
- “**DFP**” means the Department of Finance and Personnel;
- “**HMSO**” means Her Majesty’s Stationery Office;
- “**Intellectual Property (“IP”)**” means the Crown digital data licensed by the Distributor and supplied to the Licensee, under this Contract. It also means databases, utility models, trade marks, trade names, service marks, know-how, designs, drawings, algorithms, computer programs and confidential information;
- “**Intellectual Property Rights (“IPR”)**” means (as appropriate) Copyright, database right, and all other similar proprietary rights (whether registered or not) in the digital data owned by the Crown through HMSO as may exist anywhere in the world and licensed under this Contract and all applications and rights to apply for the protection of any of the foregoing. It also means patents, utility models, trade marks, trade names, service marks, design rights, know-how, designs, drawings, algorithms, computer programs and confidential information or any other process or other similar right or assets capable of protection.
- 1.2 references to any statute or statutory provision shall include a reference to any statute or statutory provision which amends or replaces or has amended or replaced it and vice versa and the same shall apply to statutory instruments.
- 1.3 these terms and conditions shall be binding upon and shall continue for the benefit of the successors and assigns of LPS or DFP, as the case may be.

### 2. OWNERSHIP

- 2.1 The Crown owns absolutely, as beneficial owner, all rights in the IP. All IP licensed to the Licensee under these terms and conditions remains the property of the Crown who, through HMSO, has given delegated authority to the Chief Executive of LPS.

2.2

**All hard copies produced must carry an acknowledgement as follows: -**

**“This is Crown Copyright and is reproduced with the permission of Land & Property Services under delegated authority the Controller of Her Majesty’s Stationery Office, © Crown Copyright and database right (insert year) Licence Number 100,220-xxxxx (where xxxxx references emapsite.com invoice number)”.**

**The note “© Crown Copyright and database right (insert year)” will be sufficient for a finished reproduction of less than 200 sq centimetres.**

### 3. GRANT OF LICENCE

- 3.1 In consideration of the Licensee paying the licence fee and performing its obligations under these terms and conditions, the Distributor grants the Licensee a non-exclusive, non-transferable licence to use the IP [in the European Union] [Worldwide] solely for the Licensed Use.
- 3.2 The Licence shall commence on the date the IP is issued and shall continue for a minimum period of twelve (12) months or until earlier termination.
- 3.3 The Licence shall be renewable on the anniversary of the date of acceptance of this Licence (the “**Renewal Date**”) by the Licensee giving written notice to the Distributor requesting a renewal of this Licence.
- 3.4 The Licensee shall not permit any third party to use the IP without the Distributor’s prior written consent to a Sub-Licence.
- 3.5 The Licensee shall not use the IP on behalf of or for the benefit of any third party.
- 3.6 The Licensee has no right to use the IP other than as expressly set out in these terms and conditions.

### 4. SUPPORT AND MAINTENANCE

LPS will not be obliged to provide support and maintenance services. Any support and maintenance will be the responsibility of the Distributor.

## **5. THE LICENSEE'S OBLIGATIONS**

5.1 The Licensee will take all reasonable technological and security measures to ensure that all IP which the Licensee holds or is responsible for is secure from unauthorised use or access.

5.2 The Licensee will notify LPS as soon as the Licensee suspects any infringement or other breach by a third party of the IPR, and will give LPS all reasonable assistance (at Our reasonable cost) and comply with all reasonable instructions from LPS in pursuit of any infringement. The Licensee shall not be entitled to conduct any proceedings relating to IP, including any action in respect of any infringement or suspected infringement of IP.

5.3 The Licensee will not use the IP, or allow it to be used by others, in any manner which LPS reasonably feels is inconsistent with the goodwill in its name.

5.4 Permission to publish must be applied for using LPS form Publishing 1.

## **6. SUB-LICENCES**

The Licensee shall not be licensed under these terms and conditions to grant sub-licences without the Distributor's prior written agreement, such sub-licence to be in the form attached hereto. The Licensee shall not make any amendments to the Sub-Licence without first obtaining the written approval of such variation from the Distributor and LPS.

## **7. LICENCE FEES AND ROYALTIES**

7.1 The licence fee shall be payable by the Licensee from the date of the commencement of this licence and on each subsequent Renewal Date.

7.2 When ordering the IP, the Licensee will provide the Distributor with an estimate of the number of hard copies that will be made from the IP requested and the royalty fees payable for such copies are noted in section B of this document.

7.3 The Distributor will invoice the Licensee for the Royalties due in accordance with this licence. In addition, the Licensee will pay VAT and any other taxes at the rate prevailing on the date of the invoice.

7.4 [The Licensee will pay all invoices within thirty (30) days of the date of the invoice. Interest will be payable at 2% above the base rate of the Ulster Bank Limited on any outstanding balances. Interest shall run from day to day from the due date and shall accrue before and after any judgement and shall be

compounded monthly on the amount overdue until payment is made.]

## **8. AUDIT RIGHTS**

8.1 Throughout the duration of this License the Licensee shall keep and maintain accurate complete and detailed records relating to all the transactions and uses contemplated by or arising out of these terms and conditions.

8.2 Upon giving reasonable written notice, LPS and or the Distributor, its advisors or representatives shall have the right to inspect (and where necessary take copies of) the records referred to in Clause 8.1. If upon inspection it is determined that there is an underpayment of the amount properly payable to the Distributor under these terms and conditions, the underpayment shall be paid to the Distributor forthwith together with interest at the rate of two (2)% above the base rate of Ulster Bank Limited from the date payment was due until full payment whether before or after judgement. If there is an underpayment of five (5)% or more of the amount properly payable at any time to the Distributor under these terms and conditions then the Licensee shall also be responsible for the reasonable auditing costs incurred by LPS and/or the Distributor (including the fees of any third party used for such purposes).

8.3 The Licensee shall give LPS and/or the Distributor and their advisors and representatives all reasonable access to its premises and use of all its facilities so as to enable LPS and/or the Distributor and their advisors and representatives to fulfil their rights under Clause 8.2.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1 The Licensee acknowledges the Crown's ownership and proprietary rights in the IP and agrees and acknowledges that:

9.1.1 the Licensee will not obtain any rights in the IP, except as expressly granted to it under these terms and conditions; and

9.1.2 the Licensee will not register or attempt to register any of the IP in any jurisdiction without LPS prior permission.

9.1.3 All hard copies must carry the following note: -"This is Crown Copyright and is reproduced with the permission of Land & Property Services under delegated authority from the Controller of Her Majesty's Stationery Office, © Crown Copyright and database right [insert year] Licence No 100,[XXX]".

Where the reproduction is not solely confined to the IP the words "Based upon" should be inserted

after “This is” and before the words “Crown Copyright” in the acknowledgement.  
The note “© Crown Copyright and database right [insert year]” will be sufficient for a finished reproduction of less than 200 sq centimetres.

9.2 The Licensee shall immediately give notice in writing to The Distributor if it becomes aware of any:

9.2.1 infringement or suspected infringement of any of the IP; or

9.2.2 claims made or threatened that the IP infringes the rights of any third party.

9.3 In the case of any infringement or suspected infringement by any third party of the IP:

9.3.1 LPS shall in its sole discretion decide what action if any to take;

9.3.2 LPS shall have sole control over and conduct of all claims and legal proceedings;

9.3.3 the Licensee will, subject to an indemnity from LPS for the Licensee's costs, act in accordance with LPS' reasonable instructions and provide LPS with all assistance as it may reasonably require in the conduct of any claims or legal proceedings; and

9.3.4 LPS will bear the cost of any legal proceedings and shall be entitled to retain all sums recovered in any action for its own account.

## 10. IMPROVEMENTS

10.1 The Licensee shall immediately disclose to LPS in confidence and in such detail as LPS may reasonably require all improvements to the IP that the Licensee may develop or acquire during the term of this Licence.

10.2 LPS shall have a non-exclusive, perpetual, irrevocable, worldwide, royalty-free Licence to use and exploit all improvements disclosed to LPS by the Licensee under Sub-Clause 10.1 with the right to grant sub-licences.

## 11. LIABILITY

11.1 The Distributor will undertake to notify LPS of any error in or omission from the IP. LPS will remedy as soon as reasonably practicable (which may not be until the next release) any error in or omission from the IP of which the Licensee notifies the Distributor and that is subsequently notified to and agreed by LPS.

11.2 It is the Licensee's responsibility to ensure that IP is suitable for the Licensee's intended purposes. LPS and/or the Distributor do not accept any liability as to the fitness of IP supplied in meeting the Licensee's needs and LPS and/or the Distributor exclude to the fullest extent permissible by law all warranties, conditions or terms that may be implied by statute, statutory instrument, common law, custom or otherwise..

11.3 LPS will indemnify the Licensee and hold it harmless against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the Licensee's possession and/or use of the IP infringes the copyright, trade mark rights or other intellectual property rights of a third party ('Intellectual Property Infringement') provided that:

11.3.1 the Licensee's possession and/or use of the IP is pursuant to and in accordance with these terms and conditions;

11.3.2 the Licensee gives The Distributor notice of any Intellectual Property Infringement immediately on becoming aware of it; and

11.3.3 the Licensee gives LPS the sole conduct of the defence above (LPS will pay reasonable costs) to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise the said claim or action except upon LPS' express instructions.

11.4 LPS shall have no liability to the Licensee in respect of an Intellectual Property Infringement if:

11.4.1 the same results from any use of the IP by the Licensee other than in accordance with these terms and conditions; or

11.4.2 the same results from the use of the IP for a purpose for which it was not designed; or

11.4.3 there is any breach by the Licensee of its obligations under these terms and conditions; or

11.4.4 there has been any alteration, modification, adjustment or enhancement made by the Licensee to the IP that was not authorised by LPS; or

11.4.4 there has been any combination, connection, operation or use of the IP with any other equipment, software or documentation and such combination, connection, operation or use was not within the

	contemplation of the parties at the time of delivery of the IP.		to be paid by The Distributor on behalf of the Licensee to LPS in the twelve (12) months preceding the date on which the claim arose.
11.5	In the event of an Intellectual Property Infringement, LPS shall be entitled at its own expense and option either to:	11.11	The Licensee warrants that in entering into this licence it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding relating to the IP other than as expressly set out in this Licence.
11.5.1	procure the right for the Licensee to continue using the IP; or		
11.5.2	make, where relevant, such alterations, modifications or adjustments to the IP so that it becomes non-infringing without incurring a material diminution in performance or function; or	<b>12.</b>	<b>PERIOD OF LICENCE AND TERMINATION</b>
		12.1	These terms and conditions shall be effective from the commencement date, subject to the provisions of this Clause 12 and shall continue in force for the period of the licence.
11.5.3	replace, where relevant, the infringing IP with a non-infringing substitute provided that such substitute does not entail a material diminution in performance or function (where relevant).	12.2	The Distributor shall be entitled forthwith to terminate this licence by written notice to the Licensee if:
11.6	If LPS in its reasonable judgment is not able to exercise any of the options set out in Clause 11.5 within ninety (90) days of the date LPS receives notice of the Intellectual Property Infringement, LPS will accept the return of the infringing IP.	12.2.1	the Licensee commits any continuing or material breach of any of the provisions of these terms and conditions and, in the case of such a breach which is capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
11.7	This Clause 11 sets out the Licensee's exclusive remedy and LPS' sole liability in respect of any breach of warranty concerning any Intellectual Property Infringement.	12.2.2	an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Licensee; or
11.8	The Licensee shall be liable for and will indemnify LPS against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by LPS whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claim or legal proceedings brought against LPS by reason of the manufacture, use or sale of any goods and services or the use by the Licensee of the IP other than in accordance with these terms and conditions except for liability for death or personal injury resulting from the negligence of LPS, its servants or agents and any other liability which LPS is expressly prohibited from excluding or limiting by law.	12.2.3	the Licensee makes any voluntary arrangement with its creditors or becomes subject to an administration order; or
11.9	Save as otherwise provided in these terms and conditions, LPS shall be under no liability of any sort (however arising) and without prejudice to the foregoing shall not be liable for any damage, injury, loss (whether direct, consequential or otherwise), loss of profits or costs, charges or expenses, however arising.	12.2.4	the Licensee goes into liquidation, except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under these terms & conditions; or
11.10	The total and aggregate liability of LPS and/or the Distributor in connection with these terms and conditions will not at any time exceed an amount equal to the total monies paid or due	12.2.5	the Licensee ceases, or threatens to cease, to carry on business; or
		12.2.6	there is a change of control of the Licensee within the meaning of Section 416 of the Income and Corporation Taxes Act 1988.
		12.3	For the purpose of Clause 12.2.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

12.4 Termination or expiry of these terms and conditions shall not affect the parties' accrued rights and remedies.

12.5 In the event of termination (howsoever caused) or expiry of these terms and conditions:

12.5.1 the Licensee shall provide the estimate as referred to in Clause 7.2 above and immediately pay all outstanding sums to the Distributor and upon production of further invoices the Licensee shall pay other sums due but not previously invoiced prior to date of termination or expiry;

12.5.2 any licence granted to the Licensee shall immediately cease; and

12.5.3 at LPS' option (but at the Licensee's expense) the Licensee shall either destroy the IP in its possession, power or control, (including any security copy) or return the IP to LPS. The Licensee shall also procure that an officer or duly authorised executive provides a sworn statement or affidavit verifying that this has been done.

#### **13. EVENTS BEYOND THE CONTROL OF EITHER PARTY**

13.1 Neither party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under these terms and conditions due to events beyond the control of either party. Such delay or failure shall not constitute a breach of these terms and conditions and the time for performance of the affected obligation shall be extended by such period as is reasonable.

13.2 The party claiming events beyond their control shall notify the other party in writing of the reasons for such an event (and the likely duration, which should not be in excess of three (3) months) promptly after the occurrence of the same and should use their reasonable endeavours to minimise the effect and duration of the event.

#### **14. ASSIGNMENT**

The Licensee shall not be entitled to assign, novate or transfer the whole or any part of the benefit of this Licence or any obligation under it to any party.

#### **15. EXCLUSIVITY**

These terms and conditions are not exclusive.

#### **16. SEVERABILITY**

If any provision of this Licence is held to be unenforceable, invalid or illegal that shall not affect the enforceability, validity or legality of any other provision.

#### **17. WAIVER**

No failure or delay by any party in exercising any right, power or privilege under this Licence shall impair such right, power or privilege or be construed as a waiver thereof. The rights and remedies of any party herein provided are cumulative and not exclusive of any rights and remedies provided by law.

#### **18. NOTICES**

All notices which are required to be given under this Licence shall be in writing and shall be sent to the address of the recipient set out on page one (1) or such other address as the recipient may designate by notice given in accordance with these terms and conditions.

#### **19. ENTIRE AGREEMENT**

These terms and conditions represent the entire agreement and understanding between the parties hereto with respect to the subject matter.

#### **20. LAW**

These terms and conditions shall be governed by and construed in accordance with the law of Northern Ireland and each party agrees to submit to the exclusive jurisdiction of the Courts of Northern Ireland.



