



**Licence Agreement for Using Government Digital Map**

**IMPORTANT - READ CAREFULLY:** This Licence Agreement is a legal agreement between the Customer and the Government pursuant to which the Digital Map required by the Customer in the Form are supplied.

**DEFINITIONS**

1. In this Licence Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"the Charge" means the charge or charges payable by the Customer to the Government for the supply of Digital Map as calculated and specified in the price list of the Government from time to time;

"the Computer Configuration" means the assembly of computer equipment used by the Customer at the Customer's location for storing, processing, retrieving, displaying and printing the Digital Map supplied under this Licence Agreement;

"this Licence Agreement" means the agreement entered into between the Government and the Customer on the terms and conditions herein contained;

"the Customer" means any individual, body of persons, corporate or unincorporated who enters into this Licence Agreement with the Government and whose name and address are set out in the Form;

"the Digital Map" means map or map image or compilation of map data in digital form produced by the Government and supplied to the Customer under this Licence Agreement, they include, Digital Topographic Map, Data Dictionary of Digital Topographic Map, Digital Land Boundary Map, Data Dictionary of Digital Land Boundary Map, Geo-Reference Database, GeoCommunity Database, Digital Aerial Photograph and Digital Orthophoto;

"the Form" means the order information to be filled in and completed by the Customer to enable the Government to supply the Digital Map under request as specified in the paper-based or electronic order form;

"the Government" means the Government of the Hong Kong Special Administrative Region;

"the Government's Representative" means the Director of Lands or any person duly authorised by him from time to time to act for and on his behalf under this Licence Agreement;

"the Licence" means the non-exclusive and non-transferable licence to use the Digital Map in the manner, for such purposes, in the Computer Configuration, and at the location as set out in this Licence Agreement.

"Intellectual Property Rights" means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights of whatever nature and wheresoever arising, whether now known or hereafter created, and in each case whether registered or unregistered and including applications for the grant of any such rights.

2. Each gender includes the others and vice versa.
3. The singular includes the plural and vice versa.
4. In the event of any inconsistency or ambiguity between the English version and the Chinese version of this Licence Agreement, the English version shall prevail.

## **GENERAL TERMS AND CONDITIONS**

1. The Digital Map under this Licence Agreement is supplied to the Customer on the basis of the particulars and information provided by the Customer in the Form and on the warranty and undertaking that such particulars and information so provided are true and accurate.
2. The Customer is granted the right to store, process, retrieve, display and print the Digital Map in its Computer Configuration at the location specified in the Form. The Customer may use the Digital Map internally within the Customer's organization. The Government reserves all rights that are not expressly granted in this Licence Agreement.
3. All money paid to the Government under this Licence Agreement shall not be refundable, in any circumstances, whether in part or in whole for any reason whatsoever.
4. If the Digital Map supplied is found to be corrupted or defective within one (1) calendar month from the date of collection by the Customer, the Government's Representative shall replace the Digital Map free of charge. The Digital Map will not be regarded as corrupted or defective if it can be loaded into and displayed on the computer system of the Government's Representative.
5. The Customer shall allow the Government's Representative to have access without prior notice to the Customer's location for the purpose of verifying the Computer Configuration in which the Digital Map is stored and used for the purposes and in the manner as specified in the Form by the Customer.
6. The Customer shall notify the Government's Representative in writing any changes to the Computer Configuration and location as specified in the Form within one (1) calendar month of the occurrence of such changes. Failure to notify as set out herein shall entitle the Government to terminate this Licence Agreement forthwith without notice.
7. Upon termination of the Licence Agreement for whatsoever reason, the Customer shall immediately cease using the Digital Map and confirm to the Government's Representative in writing within fourteen (14) days that he is no longer in possession of the Digital Map or any part thereof or any copy thereof in any medium or in any form and that the same has been permanently erased and/or duly destroyed, as the case may be. The Government's Representative shall have the right to enter the Customer's premises at the location to inspect the computer equipment of the Customer and to take such steps as Government may think fit to ensure that the written confirmation so given by the Customer is accurate.
8. For the avoidance of doubt, in the event the Licence Agreement is terminated for whatsoever reason and the Customer continues to maintain possession or use of the Digital Map or any part thereof or any copy thereof in any medium or in any form, he may be liable for any infringement of Intellectual Property Rights the Government may have in the same and may be called upon to compensate the Government for any loss or damage.
9. The Government shall not be responsible to install the Digital Map or provide any training in the use of the Digital Map and gives no warranty that the Digital Map can be processed in the Computer Configuration.
10. The Customer acknowledges that the Digital Map has not been prepared to meet his individual requirements and purposes and that he will not have any recourse against the Government for any damage or loss he may suffer in any use or attempted use of the Digital Map.
11. The Government gives no warranty that the Digital Map is error-free and the Government shall in no way be held liable for any loss or damage which may be suffered by the Customer or any other person from the use of the Digital Map.
12. Except as expressly provided in this Licence Agreement, no warranty, condition, undertaking or term expressed or implied is given or assumed by the Government.
- 13.1 The Customer shall indemnify and keep the Government fully indemnified against all losses, damages, demands, actions, claims, proceedings, costs and expenses (including any damages or compensation paid by the Government on the advice of its, his or their legal advisors to compromise or settle any claim) arising out of or in relation to any breach of this Licence Agreement or any allegation which if substantiated would constitute such a breach.
- 13.2 The Customer shall indemnify the Government and keep the Government fully and effectively indemnified against all actions costs claims demands damages expenses (including without limitation the fees and disbursements of lawyers agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings (where that settlement has first been proposed or approved in writing by/on behalf of the Customer) and liabilities of whatsoever nature arising out of or in connection with any allegation and/or claim that the design, development, use, possession or operation of the Computer Configuration infringes any Intellectual Property Rights of any party.

- 13.3 The provisions of Clauses 13.1 and 13.2 above shall survive the termination of this Licence Agreement (howsoever occasioned) and shall continue in full force and effect notwithstanding such termination.
14. The Government owns the Intellectual Property Rights' subsisting in the Digital Map at all times. The Customer shall not copy whether in whole or in part for the purposes other than permitted in Clause 2 or otherwise infringe any Intellectual Property Rights the Government may have in the Digital Map.
15. The Customer must apply to and obtain from the Government for prior written consent on a case-by-case basis subject to the payment of a fee to the Government before the Customer is permitted to incorporate the Digital Map or any part thereof, whether on hard copy, in digital form or in any other form in whatever media for distribution to any third party, with or without charges.
16. The Customer shall be entitled to purchase the updated version of the Digital Map which he has the Licence to use at the rate as stipulated in the price list of the Government from time to time in force.
17. This Licence Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The parties irrevocably agree to submit to the exclusive jurisdiction of the Courts of Hong Kong.