



[www.caymanlandinfo.ky](http://www.caymanlandinfo.ky)

## LICENCE AGREEMENT

THIS Licence Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the **GOVERNMENT OF THE CAYMAN ISLANDS**, acting herein and represented by the Lands & Survey Department of the Cayman Islands Government Administration Building, 133 Elgin Avenue, George Town, Grand Cayman (hereinafter referred to as “the Licensor”) and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter referred to as “the Licensee”).

**This Licence Agreement contains 13 pages and will be considered incomplete unless submitted in full.**

## Schedule of Fees for Subscription Services

Tick as appropriate:

### **A. MAPPING SERVICES**

- 1. Caymap Bronze  
Primary Licence: CI\$3,000  
Additional Licence(s): CI\$750 each (additional concurrent users)
- 2. Caymap Silver  
Primary Licence: CI\$4,500  
Additional Licence(s): CI\$1,125 each (additional concurrent users)
- 3. Caymap Survey Package  
Primary Licence: CI\$5,500  
Additional Licence(s): CI\$1,375 each (additional concurrent users)
- 4. Caymap Gold Package  
Primary Licence: CI\$6,500  
Additional Licence(s): CI\$1,625 each (additional concurrent users)
- 5. Caymap Platinum Package  
Primary Licence: CI\$11,000  
Additional Licence(s): CI\$3,850 each (additional concurrent users)

### **B. LAND REGISTRY**

- 1. \* Land Registers  
Primary Licence: CI\$3,000  
Additional Licence(s) CI\$750 each (additional concurrent users)
- 2. \* Registry Map Extract  
Primary Licence: CI\$1,000  
Additional Licence(s) CI\$250 each (additional concurrent users)
- 3. Reduced Registry Maps  
Primary Licence: CI\$750  
Additional Licence(s) CI\$187 each (additional concurrent users)

### **C. DATA SERVICES**

- 1. Data Service Agreement  
Corporate Licence: CI\$23,000
- 2. CAD Data  
Corporate Licence: CI\$5,000

\* Statutory Fees also apply. See Appendix for more details.

## **Terms of the Licence Agreement**

### **1. Definitions**

1.1. In this Licence Agreement, the following terms shall have the meanings ascribed below:

- (a). "Additional Licence" means a licence granted to any additional User named in the Licensee User List for concurrent use of the Subscription Service for which the Primary Licence is held.
- (b). "Commercial Use" means use for the purpose of monetary reward (whether by or for the Licensee or an additional User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Website or Information.
- (c). "Information" means any information, maps, photographs, imagery, statistics, land registers or other data that is provided by the Licensor from time to time on the Website.
- (d). "Licence Fee" means the sum payable for the licence to use the Subscription Service by the Licensee.
- (e). "Licensee User List" means the list of Users within the Licensee's organization that have been duly authorized to access the Subscription Service.
- (f). "Primary Licence" means a licence granted to the Licensee for use of a Subscription Service by one User named in the Licensee User List at a time.
- (g). "Subscription Service" means the subscription service package described in the Schedule to the Licence Agreement and selected by the Licensee.
- (h). "User" means any current employee of the Licensee who is duly authorized to use the Subscription Service.
- (i). "Website" means the Cayman Land Info Website, [www.caymanlandinfo.ky](http://www.caymanlandinfo.ky).

1.2. References to any law or statute in this Agreement shall refer to any law for the time being in force, any regulations, orders or byelaws made under any such law.

### **2. Grant of Licence**

2.1. Subject to the terms and conditions contained herein, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable Primary Licence for a period of 1 year commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_ ("the Term").

2.2. Purchases of Additional Licences or upgrades to a different Subscription Service that occur during the course of the Term shall be effective for the remainder of the Term stated in clause 2.1 and the provisions of this Licence Agreement shall continue to apply to all Additional Licenses or upgrades for the remainder of the Term.

2.3. Subject to clause 6, the Licensee shall be entitled to use the Information and the Website in the course of its normal business activities for the duration of the Licence.

### **3. Licensor's undertakings**

The Licensor shall:

3.1. Arrange online access to the Website in accordance with the Subscription Service upon receipt of payment from Licensee, execution of Licence Agreement and registration by Licensee for a Cayman Land Info web account;

3.2. Permit the Licensee to use the Information in the manner and for the purposes provided for in the Licence Agreement, and in no other way;

3.3. Use all reasonable endeavours to maintain and update the time sensitive information contained on the Website, within 24 hours of its verification on the Licensor's central system; and

3.4. Use all reasonable endeavours to remedy as soon as is practicable any error or omission of which the Licensee notifies the Licensor in writing.

### **4. Payment of fees**

4.1. Prior to the commencement of the Subscription Service, the Licensee shall pay the Licence Fee and any fees for Additional Licences for the selected Subscription Service.

4.2. All fees payable for additions to the number of Additional Licences and/or upgrades to the Subscription Service during the Term shall be pro-rated to the remainder of the Term.

4.3. Where statutory fees are payable in respect of any Subscription Service, such fees shall be invoiced monthly (at the end of each calendar month) and paid within 30 days of the invoice date.

4.4. All fees shall be payable in CI\$ or the US\$ equivalent calculated at the rate of \$1 US = \$0.82 CI.

4.5. Where the Licensee has defaulted in the payment of monthly statutory fees, without prejudice to the provisions of clause 15, the Licensor may suspend the Subscription Service until all outstanding statutory fees and any applicable late fee have been paid in full.

4.6. Where the Licensee's Subscription Service has been suspended pursuant to clause 4.5, in addition to any other fees that are payable the Licensee shall be required to pay the applicable reconnection fee before access to the Subscription Service is restored.

### **5. Permitted use**

The Licensee may:

5.1. Use the Website and Information for the Licensee's core business purposes and ONLY for the duration of the Term;

5.2. Subject to clauses 6 and 8, make and use extracts of map images and data derived from the Website in company reports, newspapers, magazines, brochures, websites, television broadcasts, DVDs, CDs and videotape works ("the Media") provided that such use is only for the Licensee's core business purposes as aforesaid.

## **6. Restrictions on Use**

The Licensee shall not:

6.1. Copy, sell, re-distribute, licence, sub-licence or otherwise give access to the Website or Information to any unauthorized third party without the Licensor's prior written consent;

6.2. Imply that any product or material created by the Licensee and derived (whether wholly or in part) from its use of the Website or Information is an official and/or original product of the Licensor;

6.3. Reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the Website or its structural framework;

6.4. Use the whole or any part of the Website, Information or Subscription Service for any Commercial Use and/or any purpose competitive to the business of the Licensor including but not limited to the production for sale of any of the following: (i). printed Cayman Islands maps; (ii). atlases and other cartographic products; (iii). routing and navigation systems; (iv). Geographic Information Systems; and (v). buffer maps and Owner Notification data extracts for use in any application made under the Development and Planning Law;

6.5. Use the Website or Subscription Service in a manner that gives access to mass downloads, bulk feeds or stockpiling of any Information, including but not limited to maps, imagery, terrain and valuation data;

6.6. Use the Website or Subscription Service to display or otherwise use any material, content, software or information that contains any of the following:

- Material that violates local laws;
- Any material that violates or infringes in any way the rights, including copyright, trademark rights or other intellectual property rights of any third party;
- Fraudulent material or activity;
- Any material that is threatening, defamatory, invasive of privacy or inappropriate, all as determined by Licensor in its sole discretion;
- Any software, information or other material that contains a virus or corrupted data;

6.7. Modify, delete or obscure any copyright notices, legal notices, proprietary designations, author attributions or labels on the Website or Information and in the source code of each file;

6.8. Manipulate or otherwise display the Website by using framing or similar navigational technology; and

6.9. Deactivate, disable or make unworkable any of the limitations placed on the Website.

## **7. Audit of User List**

The Licensor reserves the right to audit the Licensee User List at any time without prior notice to the Licensee.

## **8. Licensee Undertakings**

The Licensee shall:

8.1. Upon reasonable notice by the Licensor, allow the Licensor or any person designated by it, to monitor its observance of the terms and conditions of this Agreement and for this purpose shall allow the Licensor access to any computer and associated apparatus or materials which are used in connection with the Website;

8.2. Give the Licensor or any person designated by it such assistance as may reasonably be required in order to give effect to its undertaking in clause 8.1;

8.3. Ensure that prior to use of the Subscription Service, Website and Information by its employees or agents, all such parties are notified of this Licence Agreement and its terms;

8.4. Reproduce and include the Licensor's copyright notice (© ***Crown Copyright. All Rights Reserved***), attribution (**Source: [www.caymanlandinfo.ky](http://www.caymanlandinfo.ky)**) and/or logo in the fonts and sizes specified on the Website's Attribution Guidance page (available at <http://www.caymanlandinfo.ky/tabid/177/default.aspx>) on all copies of Information derived from the Website or in any derivative works made therefrom when used for any of the publication purposes defined in clause 5.2; and

8.5. Obtain and maintain all computer hardware and other equipment needed to access the Website and Information.

## **9. Ownership Rights**

9.1. The Licensee agrees that the licensed Website, domain name and all graphic designs, style templates, icons, HTML code, programming code, and other graphic elements incorporated therein are the exclusive property of the Licensor.

9.2. All title, intellectual property rights, and ownership in and to the Website, including but not limited to any titles, computer code, trademarks, logos, themes, skins, objects, characters, dialog, icons, artwork, animation, sounds, methods of operation incorporated into the Website, Lands and Survey Department and Cayman Land Info trade names, service

marks, copyright, and know-how relating to the design, function or operation of the Website and any other rights not specifically granted herein are owned by the Licensor and protected by the copyright laws of the Cayman Islands and international copyright treaties and conventions.

9.3. To the extent any trade names, trademarks or other proprietary marks of third parties ("Third Party marks") are incorporated into any component of the Subscription Service or Website, the Licensee agrees that such Third Party marks are the intellectual property of such third parties.

## **10. Possible Errors and Revisions**

The Information available through the Website may be superseded, may contain errors or inaccuracies. The Licensor may make improvements and/or changes to the Website, the Information and servers at any time without notice to the Licensee. Such lack of notice shall not render any changes invalid.

## **11. Professional Advice**

The Licensor has prepared the Website for informational purposes only. It is not intended to provide the Licensee with any professional advice or opinions regarding the Information and should not be relied on as such. Where appropriate, the Licensee should consult the necessary professional or expert for specific advice and it is the Licensee's responsibility to ensure that the Information is suitable for its intended purpose. The Licensor accepts no liability for any loss or damage resulting from the Licensee's non-observance of this clause.

## **12. Disclaimer of Warranties**

12.1. The Website and Information are provided on an AS IS, AS AVAILABLE BASIS without warranties of any kind including but not limited to warranties of fitness for a particular purpose. The Licensor expressly disclaims any representation or warranty that the Website and Information will meet the Licensee's specific requirements, will be uninterrupted or error-free, that defects or errors (if any) will be corrected or corrected within a specific period of time or that the server making this site available is free of computer viruses or other harmful components.

12.2. The Licensor expressly disclaims any representation or warranty that data layers provided by third parties for inclusion in the Caymap Web Mapping service shall be available to the Licensee at all times.

12.3. No oral advice or written information given by the Licensor, its employees, servants or agents will create any such warranty nor shall the Licensee rely on such information or advice. The terms of this clause will survive any termination or cancellation of this Licence Agreement.

## **13. Limitation of Liability**

13.1. In no event shall the Licensor, its employees, servants, agents or affiliates be liable for any indirect, special, incidental, consequential damages, loss, inconvenience, expense, profits, including, without limitation, damages for loss of

goodwill, work stoppage, computer failure or malfunction or any and all other commercial damages or losses, even if advised of the possibility thereof, or any claims whatsoever (whether based in contract, tort or otherwise) and arising out of or in connection with the Licensee's use of, inability to use, misuse, alteration, or reproduction in any way of the Website or Information.

13.2. The Licensor specifically disclaims any and all loss or liability resulting from:

13.2.1. Access delays or access interruptions;

13.2.2. Data non-delivery or data mis-delivery;

13.2.3. An act of God;

13.2.4. Unauthorized use or misuse of the Licensee's account information (including any passwords);

13.2.5. Errors, omissions or misstatements in any and all Information or service provided under this Licence Agreement;

13.2.6. Deletion of or failure to store Information properly or at all;

13.2.7. Development or interruption of any of the services included in the Licensee's Subscription Service;

13.2.8. Repairs to the Licensee's computer systems;

13.2.9. The Licensor's processing of the Licensee's application for services, processing of any authorized modification to the Licensee's Subscription Service; and

13.2.10. Content provided by the Licensee or a third party that may be accessed through the Website and/or any material linked through such content.

## **14. Indemnification**

The Licensee agrees to defend, indemnify and hold the Licensor, its employees, servants, agents, officers, affiliates and assigns harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and expenses) of third parties arising from or related to the Licensee's use of the Website, Subscription Service or Information. The obligation herein shall not be limited in any way by any other provisions of this Licence Agreement, including the limitation of liability clause set forth above and shall survive the termination of this Licence Agreement.

## **15. Term and Termination**

### **15.1. Term**

The term of the Licence Agreement shall commence and expire on the dates specified in clause 2 herein. If after expiration of the Licence Agreement the Licensee continues to use the Website and Information, such use shall be subject to the terms and conditions in effect at the time of such use and a pro-rated Licence Fee based on the fees in effect at the time of such use, regardless of the terms and conditions and fees under the Licence Agreement.

### **15. 2. Termination without Cause**



(a) By Licensee

Subject to clause 15.4, the Licensee may terminate the Licence Agreement at any time upon 30 days' written notice to the Licensor.

(b) By Licensor

The Licensor may terminate the Licence Agreement at any time without prior notice to the Licensee.

### **15.3. Termination for default**

15.3.1. Subject to sub-clause 15.3.2 below if either party is in default of any of its obligations under this Licence Agreement, the other party shall give written notice of the default. Upon receipt of such notification, the party in default shall remedy the default within 14 days and if it fails to do so, the other party may terminate the Licence Agreement forthwith.

15.3.2. Where the Licensee commits a fundamental breach of the Licence Agreement (which, for the purposes of this Licence Agreement, shall include breach of any provision relating to infringement of the Licensor's intellectual property rights, payment of fees or unauthorized use of the Website and/or Information), the Licensor may terminate the Licence Agreement at any time without notice. In the event of termination under this sub-clause, the Licensor reserves the right to pursue any cause of action against the Licensee as a result of the said breach.

### **15.4. Effect of Termination**

15.4.1. Save as provided herein, unless otherwise specified in writing by the Licensor, the Licensee shall not receive any refund for payments already made as of the date of termination (for any reason herein) and the Licensor shall immediately terminate all access to the Website. The Licensee shall remain liable for any outstanding sums due and owing to the Licensor as of the date of termination.

15.4.2. Where the Licence Agreement is terminated under clause 15.3.1 for any default by the Licensor, the Licensor shall refund the Licence Fee paid on a pro-rata basis.

15.4.3. Upon termination of the Licence Agreement for whatever reason, the Licensee's obligations under clause 14 shall survive.

## **16. Assignment**

16.1. The Licensor shall be entitled to specifically assign the benefit and obligations of this Licence Agreement to any other Government body or department, or any other party.

16.2. This Licence Agreement is personal to the Licensee and neither the benefit nor obligations herein shall be assigned, transferred, sub-contracted or otherwise disposed of to any third party.

## **17. Modification**

17.1. The Licensor reserves the right to modify the terms and conditions of this Licence Agreement at its own discretion upon 7 days' written notice to the Licensee of any such modification and the effective date of such modification. Notwithstanding the provisions of clause 15, if any modification is unacceptable to the Licensee, it may immediately terminate this Licence Agreement by providing written notice to the Licensor. In such an event, the Licensor in its sole discretion shall determine whether the Licensee shall be entitled to receive any refund of any fees paid hereunder. If the Licensee does not terminate the Licence Agreement, or if it continues to use the Subscription Services following any modification to this Licence Agreement, its continued use will mean that the Licensee has accepted all modifications.

17.2. Save and except as set forth above, this Licence Agreement shall not be modified except by the written consent of the parties.

## **18. Force Majeure**

Neither party to this Licence Agreement shall be liable for any delay or failure to perform its obligations as a result of act of God, hurricane, fire, riot, industrial dispute or other circumstances beyond its reasonable control. In the event of a force majeure act, the rights and obligations of the parties shall be suspended until the termination of the act.

## **19. Waiver**

Failure or neglect by either party to exercise or enforce any rights or remedies under this Licence Agreement shall not be construed as a waiver of such rights nor in any way affect the validity of the whole or part of this Licence Agreement nor prejudice that party's right to take subsequent action.

## **20. Severability**

If any term or provision of this Licence Agreement is declared by any judicial authority with jurisdiction to be void, voidable, illegal or otherwise unenforceable, the Licensor shall amend that term or provision in such reasonable manner as achieves the intention of the parties without illegality or, at its discretion, such term or provision may be severed from this Licence Agreement and the remaining terms and conditions of the Licence Agreement shall continue in full force and effect.

## **21. Governing Law**

This Licence Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands and whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Licence Agreement.

## **22. Full Agreement**

This Licence Agreement represents the full understanding and agreement between the parties and supersedes any previous agreements, representations or undertakings, oral or written, as to the matters contained herein. No oral information or explanation given by any party shall alter the interpretation of this Licence Agreement. In agreeing to this Licence Agreement, the Licensee has not relied on any representation other than those expressly stated herein and agrees

that it shall have no remedy in respect of any misrepresentation which has not been made expressly in this Licence Agreement.

**By signing this Licence Agreement, the Licensee accepts and agrees to be bound by the terms and conditions herein as well as the Cayman Land Info Website Terms of Use.**

(Website Terms of Use are available at: <http://www.caymanlandinfo.ky/Home/tabid/36/ctl/Terms/Default.aspx>)

**For and on behalf of the Licensee:**

Name of Company:

.....

Address: .....

.....

.....

Signature: .....

Signature: .....

Name: .....

Name: .....

Position: .....

Position: .....

Date: .....

Date: .....

**For and on behalf of the Licensor:**

Signature: .....

Signature: .....

Name: .....

Name: .....

Position: .....

Position: .....

Date: .....

Date:.....

# APPENDIX

## Description of Services

### Notes:

- The Primary Licence fee grants access to a Website Subscription Service to one user at a time within the Licensee's organization and is referred to as the Primary Licence. Access to a Website Subscription Service granted to multiple concurrent users within the Licensee's organization is priced as shown and referred to as a Secondary Licence.
- Some Subscription Services have statutory fees associated with them which are invoiced separately. These fees are shown below where appropriate, and form part of the Licence Agreement.
- The statutory fees apply to Subscription Services marked thus \*. Access is granted to these services with no additional Licence Fee when purchasing packages A4 or A5 (however, statutory fees still apply).
- All Primary and Secondary Licence Fees are based on a 1 year subscription and are subject to annual review.

## A. MAPPING SERVICES

### 1. Caymap Bronze

Parcel mapping with extract from Land Registry database (including Leases) showing Owner Name, Owner Address, Strata Unit Number (where applicable), Ownership Type, Administrator (where applicable), Estate (where applicable), and parcel/strata unit area. Users may enter block and parcel number and retrieve map centered on the parcel and inspect basic owner information. Map tools include Pan, Zoom In/Out, Identify Parcel, Measure, Search for parcel and zoom to new location, and Print. Supporting layers include Buildings with street number, coastline, reefs, ponds, and 2008 aerial photography.

### 2. Caymap Silver

Map interface combining all the features and layers in Caymap Bronze plus additional layers including 2004 aerial photography, Terrain Model data, Planning Zones, Proposed Roads, Rights of Way, and Administrative Boundaries.

### 3. Caymap Survey Package

Map interface combining all the features and layers in the Bronze & Silver services plus additional layers including Surface and Terrain Model data, Survey Controls, and the CAD Data service.

### 4. Caymap Gold Package

Map interface combining all the features and layers in the Bronze & Silver services plus additional layers including Surface and Terrain Model data, Building Permits; plus the Land Registry service, Reduced Registry Map service and Registry Map Extract service.

### 5. Caymap Platinum Package

Map interface combining all the features, layers and services offered in the Caymap Gold Package plus Valuation Sales and Lease Comparables, Stamp Duty Zones, Survey Controls, 1971, 1994, 1999, 2004 Aerial Photography, Post-Ivan Satellite Imagery, and Ivan Flood Analysis.

## **B. LAND REGISTRY**

### **1. \* Land Registry**

View and Print current and archived editions of Land Registers. Users may enter Block and Parcel number and view the Land Register and (if desired) print out at Letter size.

\* Land Register inspection attracts additional fees of CI\$5 per view and CI\$14 per print. These are statutory fees and are invoiced separately. The statutory fees form part of the Licence Agreement and the Licensee should note that these fees will be invoiced monthly (at the end of each calendar month) and payment is required within 30 days of the invoice date. If the Land Register is searched on again after a 1 hour period has elapsed, then an additional view fee is applicable. Land Registers that are subsequently printed following a view (as part of the current search) will NOT attract a viewing charge. Each archived edition is counted as a separate search for billing purposes.

### **2. \* Registry Map Extract**

View and print extract of a Registry Map centered on specified Parcel.

\* Registry Map Extract prints attract an additional fee of CI\$5 per print, this is a statutory fee and is invoiced separately. The statutory fees form part of the Licence Agreement and the Licensee should note that these fees will be invoiced monthly (at the end of each calendar month) and payment is required within 30 days of the invoice date.

### **3. Reduced Registry Maps**

Reduced size versions of all Registry Maps are available in Adobe PDF format. Users may view and/or print any sheet.

## **C. DATA SERVICES**

### **1. CAD Data**

Download Registry Maps in AutoCAD DWG format for use in CAD applications. Intended for use by (but not restricted to) Licenced Land Surveyors.

## **End of the Licence Agreement**