

LICENSE AGREEMENT FOR VALUE ADDITION

This Agreement is made and entered into on the _____ day of _____ month of year 2009.

Between

The President of India, acting through Surveyor General of India, Survey of India, Ministry of Science & Technology Govt. of India having office at Hathibarkala Estate, Dehra Dun - 248001; hereinafter referred to as SOI (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the First Part;

And

".....Enter name of the Person (see definition).....", duly registered with the competent authorities having its Registered Office at ".....enter address of the office.....", India and having requisite financial status (see definition) hereinafter referred to as LICENSEE (which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest and permitted assigns) of the Second Part;

WHEREAS the SOI is the National Mapping & Surveying agency engaged in surveying and mapping of whole country including towns, villages, cities and states and in publishing topographical & general purpose maps in analogue and digital form.

AND WHEREAS SOI is the owner of its analogue and digital map data and its copyright;

AND WHEREAS the LICENSEE is presently engaged in development of value added Digital map products and customer specific solutions.

AND WHEREAS the LICENSEE has requested SOI to provide security vetted unclassified or unrestricted digital products in order that .

- (a) The LICENSEE uses this digital data as one of the key inputs for the development of digital map products.
- (b) The LICENSEE value adds on the Licensed digital data, creates, markets and sells published products based on the above digital products ,and / or

- (c) The LICENSEE creates digital applications and integrates these applications with the value added digital data, to be marketed and sold by the LICENSEE.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Definitions

Unless otherwise stated, for the purposes of this Agreement, the following words and expressions shall have unless the context otherwise requires, the following meaning ascribed to them respectively.

(i) *License Agreement* means this Agreement

(ii Person: As defined in Section 2(31) of Income Tax Act, it includes an Individual, a Hindu undivided family, a firm, a company, an association of persons or a body of individuals, whether incorporated or not, a local authority and every artificial juridical person, not falling within any of the preceding sub clauses.

(iii) Requisite Financial Status of Licensee: A Person capable of doing the business and whose turnover during last three years was not less than 50% of the cost of the data being indented. There will be three category of data indent:

- (i) Cost of the data is less than one lakh
- (ii) Cost of the data is more than one lakh but less than ten lakh
- (iii) Cost of data is over ten lakh

Licensee should submit banker's certificate /audit balance sheet for last three years as a proof for adjudging the financial status of licensee. One of the above three criteria will be mentioned in appendix "B" on the basis of which financial status was adjudged.

(iv) "Licensed Products" shall mean digital map products made by the LICENSEE after value addition in Survey of India data.

(v) *Copyright* means as set out in Copyright law on Intellectual Property Rights as applicable in India from time to time.

(vi) *Intellectual Property Rights* shall mean and include all trademarks, copyrights, Logos, domain names, designs used by the respective parties as owner. Intellectual Property Rights include the copyright of SOI on the Licensed Products as set out in Copyright law on Intellectual Property Rights as applicable in India from time to time.

(vii) *Licensee:* In case, the Licensee is a consortium of two or more legal entities, the responsibilities, obligations and liabilities of each member or constituent of the Licensee shall be joint and several.

(viii) *SOI's Mapping* means original published editions of SOI maps in which Copyright subsists published by the SOI or another publisher (although these may not look like maps published by SOI itself) but which show or should show the acknowledgment of the SOI copyright.

(ix) *SOI products* means extract from any SOI data for the purpose of this License.

(x) *Digital Products* shall mean vector and raster image maps;

(xi) *Digital vector* means the representation of mapping composed of point, lines, area and text with the map coordinates i.e. defining its positions.

(xii) *Raster image* means the representation of mapping composed of individual pixels (the smallest discernable element of such mapping) where the information stored within each pixel corresponds to the colour of that pixel only and such information is not referenced to the information within any other pixel.

(xiii) *Map Transaction Registry (MTR)* means the online registration and verification system maintained by SOI for supplying digital data to the Licensee for the purpose of value additions.

(xiv) *Proscribed Changes:* means changes in SOI mapping with regard to internal and external administrative boundaries including coastlines and outlying islands and depiction of Vital Areas(VAs) and Vital Points(VPs). SOI will provide a list of VAs and VPs at the time of delivery of SOI data, to be value added, to the Licensee. The Licensee shall ensure that no features sensitive to the national security including features appearing in the list of VAs and VPs shall appear on the value added products. Value added product vetted by SOI will be entered in Appendix "A" enclosed herewith. Once value added product(s) has been vetted by SOI, any further deviation, variation, improvement, deletion, addition in the value added product shall require re-vetting by SOI in respect of the products already vetted.

2. All references to be the singular in this License shall include the plural and vice versa and any reference to a gender shall include both genders.

3. License

3.1 This License is for the LICENSEE who propose to develop value added products which contains SOI Mapping either on paper or in digital form which then stored on another medium for marketing or distribution. This will cover the use of SOI mapping in book or pamphlets, CD-ROMs, DVD-ROMs or video/DVDs which are all classed as publishing. SOI retains the rights to decide when and where the publishing terms apply.

3.2 Subject to the provisions of this Agreement, SOI grants the LICENSEE a non-transferable, non-exclusive license to add value on SOI mapping to generate the value added Licensed Products, in digital and published form, and to market the

digital Licensed Products as standalone product or bundled with the LICENSEE products.

3.3 The LICENSEE will submit within 45 days of License , a detailed techno commercial model for each product proposed to be developed by them, quantifying the revenues to be assessed by SOI or by a board constituted by the SOI as per the direction of the Surveyor General of India.

3.4 This License shall be effective after issuing of the License number to the LICENSEE on LICENSEE's signing and returning an original of this License Agreement to the SOI and payment of the charges as set out under clauses 4.1(a), (b) and 4.2 hereof for value addition. SOI or the board as constituted in para 3.3 above will also decide the technical eligibility of the Licensee for producing value added products.

3.5 SOI will provide the LICENSEE with one master copy of its data on the condition under clauses 4 as mentioned below.

3.6 This license will be valid for a period of three years from the date of issue of license number subject to the condition mentioned in clause 4.1 (a), (b) and 4.2 hereof. However, the LICENSEE can apply for renewal of license at least three months prior to its expiry. A board of officers will decide whether license should be renewed or not after assessing the performance and the revenue generated by the licensee in last three years.

3.7 No scanning and/or digitization of any SOI Mapping shall be permitted to the LICENSEE.

3.8 Value added products will be submitted by the Licensee to the SOI for getting it vetted by SOI. Subject to the provisions of this agreement, SOI may ask for clarification, records or documents pertaining to vetting within thirty days from the date of receipt of value added products in SOI. In case SOI fails to vet the value added products within ninety days from the date of receipt of the clarification, records or documents, the Licensee shall have the right to reduce the royalty by 1% for the period of delay from first installment of royalty payable to SOI. In case the amount of royalty is not recoverable from the first installment of royalty, same will be recovered from subsequent installments. The vetting fee shall be charged from the LICENSEE as fixed by SOI time to time.

3.9 For future value added products to be submitted to SOI for vetting, an addendum will be made in Appendix "A" for all such products and License will be effective from the date value added products are vetted by SOI under the same terms and conditions as mentioned in this License Agreement, unless otherwise specified.

3.10 A remark in appendix "B" will appear whether value added product will be

generated from (i) soft copy to soft copy (ii) soft copy to hard copy (iii) hard copy to hard copy.

3.11 The license is a permission to use the SOI data which can be exercised by the LICENSEE on satisfying all the conditions mentioned in the license Agreement. At all times, the ownership of the data shall always vest with the SOI. Infringement of the license provisions will make the license liable to termination.

3.12 In case digital data, delivered to the LICENSEE by SOI on any media (CD / Pen drive or otherwise) for value addition, is lost/damaged by the Licensee for any reason whatsoever, same may be procured by the LICENSEE on making the total payment in advance, equal to the amount of 10% of the total amount of digital data along with its actual transportation and dispatch charges to SOI.

3.13 In case the LICENSEE notices any malfunctioning or manufacturing defect or damage in CD/Pendrive containing digital data, he / she shall report back to SOI with the data within four weeks of the receipt of data. The copy of the same data on CD/Pendrive shall be reissued within two weeks from the date of receipt of its demand by SOI to the Licensee free of cost. After expiry of four weeks, no claim by the Licensee will be accepted by SOI. Transportation and dispatch charges, if any, shall be borne by the LICENSEE.

3.14 SOI shall not be responsible for any or more value added products that has been generated by one Licensee and the same product(s) was obtained by other Licensee by unfair means or otherwise and used for generating own value added product(s). In this regards SOI disclaim any liability whatsoever on copyright on improved value added products by the Licensee so authorized under the agreement

4. Financial arrangements

4.1 For Published Products

a) LICENSEE will pay 10% of the cost of the data of Published/Printed product amounting to Rupees.....to SOI and submit within 15 days of this Agreement, a Bank guarantee of value of 90% of the cost of the data amounting to Rupees.....for three years. For subsequent years, subject to the condition that license is renewed, the value of Bank guarantee will be amounting to the difference of the value of 90% of the cost of the data and revenue recovered through royalty. In addition to above, Licensee shall pay a royalty of 10% to SOI of the retail price (excluding taxes) of the map product, based upon the number of copies sold. This payment is excluding TDS, and any other taxes.

For Digital Products

b) The Licensee will pay 10% of the cost of the digital data amounting to Rupees.....to SOI and submit within 15 days of this Agreement, a

Bank guarantee of 90% value of the cost of the digital data amounting to Rupees..... for three years. For subsequent years, subject to the condition that license is renewed, the value of Bank guarantee will be amounting to the difference of the value of 90% of the cost of the data and revenue recovered through royalty. In addition to above, the LICENSEE shall pay a royalty of 30% of the retail price (excluding taxes) of the map product to SOI, based upon the number of copies of value added product sold. This payment is excluding TDS, and any other taxes.

4.2 After recovery of the cost of the data the firm will indicate minimum revenue to be generated each year based on which SOI will decide on the continuity of the Agreement for the said product and LICENSEE will submit within fifteen days of this Agreement a Bank Guarantee of value of indicated minimum revenue which can be en-cashed in case of non realization of minimum revenue as per this Agreement.

4.3 Within Thirty (30) days following the end of each half yearly of the financial year, the LICENSEE shall submit SOI a list of the Licensed Products sold in digital and printed form. The LICENSEE will indicate the name of individual / organization whom value added products are sold. The list of names should be forwarded along with the statement and audited report. The Licensee should ensure that in no case the value added product sold is fragmented by the licensee himself or by the individual / organization who has purchased the value added products from the licensee for some other purposes other than specified in the license. The payment of royalty by Demand Draft will be due immediately on sale, without depending on the point of realization of the sale price.

4.4 Arrears of Land revenues: The LICENSEE shall always make timely payment of royalty to SOI. Any payment of royalty or any other dues of SOI, which is due and payable to SOI/ Govt shall be recoverable as the arrear of land revenue, in addition to and without prejudice to other legal recourses available to SOI / the Government.

5. LICENSEE'S OBLIGATIONS

5.1 The LICENSEE shall, at the LICENSEE's sole cost make value added Licensed data products;

5.2 The LICENSEE shall not use SOI Mapping in any Publication, which is offensive, defamatory or otherwise infringes acceptable standards of taste and decency;

5.3 The LICENSEE shall not at any time conduct LICENSEE's business in a manner, which would reflect unfavorably on SOI Mapping and on the good name and reputation of the SOI;

5.4 The LICENSEE shall not either with the LICENSEE or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of SOI Mapping or SOI or other practices, which may be detrimental to SOI Mapping or SOI;

5.5 The LICENSEE shall make all transaction of SOI digital data a part of Map Transaction Registry (MTR).

5.6 The LICENSEE shall ensure that no proscribed changes take place in the SOI maps under any circumstances. The LICENSEE further agrees that any proscribed changes will render him liable to criminal proceedings without prejudice to termination of Agreement and / or payment of fine.

5.7 The LICENSEE will ensure that no insertion or deletion will be made to the value added product once it is security vetted by SOI.

5.8 The LICENSEE agrees and undertakes to use SOI mapping only for the purposes of its permitted use.

5.9 The LICENSEE agrees and shall not transfer or hand over the SOI data to third party for direct use i.e. encrypted SOI data bundled with application only can be further sold or licensed.

5.10 The LICENSEE will make available the records of clients and users of bundled application to SOI for reference & records to be used only by security agencies.

5.11 The LICENSEE agrees and acknowledges that export of SOI mapping on 1:250,000 and large scales is prohibited. For export of publications having SOI mappings on 1:250,000 and larger scales, special permission shall always be obtained from the Ministry of External Affairs, Department of Revenue and Ministry of Defence through SOI. Further value addition should be restricted to OSM data only.

5.12 The LICENSEE shall at all times display, demonstrate and otherwise represent SOI Mapping fairly in comparison with competitive products from other suppliers contained or utilized within the Publication.

5.13 The LICENSEE shall notify the SOI / the Government of any material change in their status , shareholding or that of any Guarantor of the LICENSEE, in particular, where such change may impact on performance of obligations under this License Agreement.

6. SOI'S LIABILITY

6.1 The LICENSEE on completion of this Agreement and on mutually acceptable terms may be eligible to obtain from SOI updated versions of the data.

6.2 Names of Publishers Registered with SOI will be hosted on SOI website.

6.3 Association of Map/Chart can decide whether confidentiality be maintained or not by SOI regarding their data submitted to SOI for vetting provided has been requested to do so. SOI will act accordingly.

6.4 All possible efforts will be made by SOI to ban unauthorized publishers.

6.5 SOI will claim royalty on that portion/pages which has been prepared by using SOI data.

6.6 License will be renewed on the criteria whether terms and conditions stated in the MOA have been followed by the Licensee.

6.7 Cost of the data will be listed out and uploaded into SOI website as and when revision of rates take place.

6.8 While changing the terms and condition, SOI will take opinion of licensee. A Board will be constituted and suggestion etc will be invited from licensee/Publisher.

6.9 Term "Product" is restricted in meaning and covers only to the "value Added Map Data product".The product value (which is the base for Royalty consideration) will not include the value of the hardware and the application software in which the data product is contained/delivered/made available to the end user.

6.10 SOI shall not be responsible for death or personal injury, which results from the LICENSEE's negligence or the negligence of its employees or agents. Other than as expressly set out in this License Agreement, SOI excludes all other warranties, terms and conditions, express or implied, to the fullest extent. SOI will not be responsible for any loss of profits or contracts, loss of goodwill or loss of any expected savings or any indirect or consequential losses that the LICENSEE suffers or suffered.

7. Intellectual Property Rights

7.1 SOI is the owner of its digital map data and its copyrights.

7.2 The LICENSEE shall not use the name Survey of India (SOI) or any other registered or unregistered trademarks of SOI other than the use of the name Survey of India in the copyright acknowledgement below.

7.3 Copyright Acknowledgement: All SOI Mapping is protected by copyright. The LICENSEE hereby acknowledges that any and all unauthorized use of SOI Mapping is an infringement of such copyright. The LICENSEE must ensure that appropriate acknowledgements of copyright ownership are included in a conspicuous position in all copies of value added products using SOI Mapping. The appropriate notation for all copies of value added products is: 'Reproduced by permission of Surveyor General of India on behalf of the Government of India. All rights reserved. Govt. of India License number [nnnnn]'.
[nnnnn]

7.4 Trademark Acknowledgement: The LICENSEE shall ensure that the name 'Survey of India' and any other trade marks must show the appropriate trade mark notation and shall not tamper with or remove any trade mark symbols or notices. The crest identifier of SOI shall be of equal size as that of the LICENSEE.

7.5 Notification of intellectual property right infringements: If the LICENSEE becomes aware of any infringements of SOI intellectual property rights (including but not limited to any infringement of copyright or trade marks) by any third party, the LICENSEE shall notify SOI as soon as practicably possible of full details of any such infringement or suspected infringement. The LICENSEE hereby agrees to give any reasonable help at the request of SOI to take action against such third party.

8. Changes to this license

8.1 SOI has the right to change the rules and terms of this license at any time by giving written notice to the LICENSEE of those changes which will be effective from prospective date.

9. Audit

9.1 The LICENSEE shall maintain accurate, complete and detailed records related to all transactions arising out of this License including written evidence from an independent source of the number of copies of the publication produced and sold. SOI reserves the right to request copies of any of these records from time to time in order to meet SOI's auditors' and business requirements and to ensure compliance of the LICENSEE with this License and the LICENSEE shall allow SOI to take copies of any records requested. The LICENSEE shall, at his expense, make appropriate employees (where applicable) and/or facilities available to provide SOI with all reasonable assistance to satisfy these requirements. SOI or its authorised representative will have powers to take expedient steps like physical inspection of the premises of the LICENSEE or his agents to prevent, detect and prosecute for any violation.

10. Transferring rights and responsibilities

10.1 This License is personal to the LICENSEE and the LICENSEE shall not assign, transfer or sub license its rights or obligations under this License.

10.2 SOI is a government agency. It shall be entitled to specifically assign the benefit and obligations of this Agreement to any other government body, or to change its constitution or any other aspect of its presentation or constructions without adversely affecting its rights under this Agreement.

11. Arbitration:

11.1 Subject to the provisions of this License Agreement, disputes between the SOI and the LICENSEE which do not involve proscribed additions and changes to boundaries will be referred to the Secretary, Department of Science & Technology, Government of India for arbitration. The award given by the arbitrator shall be final and binding on the parties. The decision as to whether a dispute substantively involves proscribed addition and / or changes to boundaries shall always lie with the SOI. The venue of the arbitration proceedings shall be at New Delhi, India . Subject to aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and

any statutory modification thereof shall be deemed to apply to the arbitration proceedings under this clause.

12. Confidentiality

12.1 Each Party shall keep this License Agreement confidential and shall not disclose any details of this Agreement to any third party except with the prior written consent of the other party unless asked by any public, Govt. authority or any judicial authority of competent jurisdiction.

13. Relationship - Principal to Principal

13.1 All dealings between SOI and LICENSEE shall be as Principal to Principal. This agreement does not in any way create, establish or deem to imply the relationship of principal and Agent or partnership between SOI and LICENSEE.

14. Force majeure

14.1 Neither party shall be held responsible for non-fulfillment of its respective obligations under this Agreement due to the exigency of one or more of the force majeure events lying beyond the reasonable control of affected Party, such as but not limited to, Acts of God, War, Flood, Earthquakes, Epidemics, Riots, Civil commotions etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to this effect to the other party immediately after, but not later than one month of such occurrence and/or cessation. The period between the occurrences and cessation of such events will be excluded while calculating the period during which the party has to perform its obligations under this Agreement. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

15. Indemnity

15.1 Each party shall indemnify and hold harmless the other party and its trustees, officers, employees from and against any claims, actions, damages, expenses (including reasonable attorney fees and costs), liabilities and costs arising from or relating to the services of either party under this Agreement.

16. Termination

16.1 Subject to any earlier termination under Clause 16.2 below, this License shall continue in force for a period as set out under clause 3.6 and 3.9 of this License Agreement when it shall terminate automatically by expiry.

16.2 If the LICENSEE commits any breach of any of the provisions of this License and, where the breach is remediable, remain in breach fourteen (14) days after receiving notice to remedy such breach then SOI, without prejudice to any of its other rights, may by notice to the LICENSEE at the given address (set out in the Schedule), terminate this License immediately.

16.3 The effect of termination of this License is and shall be to freeze sale of any further copies or value added products already published / produced unless expressly permitted by the Surveyor General of India in writing.

17. Non-Waiver

17.1 Failure by either party, to exercise any rights under this Agreement in anyone or more instances shall not constitute waiver of such rights or other rights in any other instance.

18. Contact person

18.1 Each party will appoint in writing an employee or agent of such party to act as a "contact person" (herein "Contact Person") for correspondence with the other Party in relation to this Agreement. The Contact Person will be responsible for monitoring the status of the performance of obligations by both Parties and with schedule regular meetings with personnel of each Party to review the status from time to time. Either Party may change its Contact Person and provide written notice to the other, of such change in Contact Person.

LICENSEE 's Contact Person"

Name:

Designation:

Address:

Tel. No.

Fax No.

SOI "Contact Person"

Name: Major General S.V.Chinnawar

Designation: Additional Surveyor General

Address: Surveyor General's Office

Survey of India

Hathibarkala Estate

Post Box No. 37

Dehra Dun - 248 001

Tel.No.:0135-2748025

Fax.No:0135-2743331

19. Governing Law and Jurisdiction

19.1 This License Agreement shall be governed by and construed in accordance with Indian laws .

19.2 Subject to the provision of clause 11.1 (Arbitration) both SOI and the LICENSEE submit to the exclusive jurisdiction of the Courts in Delhi in respect of any proceedings initiated by either party in connection with this License Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the date, month and year hereinabove mentioned.

Signed for and on behalf of the LICENSEE duly authorized vide resolution of the Board of Directors of (The Licensee)

Signature

Name :

Title :

Date

Witness:-

1.

2.

Signed for and on behalf of the President of India by Surveyor General of India, Survey of India, Ministry of Science & Technology, Government of India.

Signature

Name :

Title :

Date

Witness:-

1.

2.

