

This form is for customers who have licensed Intellectual Property (IP) using the DIGITAL 9 Purchase Order Form

LAND & PROPERTY SERVICES (LPS) THIRD PARTY ASSISTANCE LICENCE TO *TEMPORARILY TRANSFER LPS IP BY A LICENSEE TO A SUB-LICENSEE

Please complete this form with the Sub-Licensee and copy to LPS when temporarily transferring the IP.

(Drafting Note: This should be completed before issuing.)

LICENSEE
BLOCK CAPITALS

SUB-LICENSEE
BLOCK CAPITALS

Name:

Address:

.....

Post Code:

Tel No:

The Licensee is hereby authorised to temporarily transfer LPS IP (as detailed below) to the Sub-Licensee named above, subject to the terms and conditions set out in the LPS Broadcaster IP Licence (the "Licence") and this Sub-Licence duly signed.

Signed

Sharon Magee

Chief Executive



on behalf of Land & Property Services, a core directorate within the Department of Finance , whose principal office for the purpose of this Sub-Licence is Lanyon Plaza, 7 Lanyon Place, Town Parks, Belfast, BT1 3LP.

LPS IP to be temporarily transferred to the Sub-Licensee (the "IP"):

(Drafting note: List data here by scale and format, specify files.)

End of list.

1. CONDITIONS OF SUB-LICENCE

1.1 This Sub-Licence is issued on behalf of the Chief Executive of LPS and should be read in conjunction with the "Licence". For the avoidance of doubt, this Sub-Licence is granted solely for the following purpose, namely:

[insert reason IP being sub-licensed here]

.....
.....

All other uses are prohibited.

1.2 Subject to Clause 1.1, this Sub-Licence incorporates in full the terms and conditions of the "Licence" and references to the Licensee in the "Licence" shall be read as if they are references to the Sub-Licensee pursuant to which (but without limitation) LPS shall be able to protect and enforce its Intellectual Property Rights save where the "Licence" is inconsistent with this Sub-Licence, in which case the terms of this Sub-Licence shall prevail.

1.3 The words and phrases defined in the "Licence" shall have the same meaning in this Sub-Licence.

2. THE INTELLECTUAL PROPERTY

This Sub-Licence only authorises the temporary licensing of the IP to the Sub-Licensee named above in accordance with the "Licence".

3. ON COMPLETION OF WORK

3.1 All of the IP, to which this Sub-Licence refers, must be returned to the Licensee by the Sub-Licensee upon expiry or termination of this Sub-Licence for whatever reason.

3.2 All of the IP must be completely erased from the database of the Sub-Licensee.

3.3 Any hard and screen copies produced from the IP by the Sub-Licensee must be returned to the Licensee.

3.4 Any security copies made of the IP will be held by the Licensee only.

4. INSPECTION BY LPS STAFF

The Licensee and the Sub-Licensee shall at any reasonable time grant to an accredited representative of LPS facilities for checking the observance of the terms and conditions of this Sub-Licence.

5. RIGHTS OF LPS

5.1 The parties to this Sub-licence must obtain the written consent of LPS before they may, by agreement, vary this Sub-Licence so as to vary or extinguish LPS right under Clauses 1.2 and 5 hereof to enforce the terms of the "Licence" against the Sub-Licensee. This requirement applies (without limitation) in the circumstances set out in Section 2(1) (a) to (c) of the Contracts (Rights of Third Parties) Act 1999).

5.2 LPS will inform the Licensee before it may bring proceedings to enforce the terms of Clauses 1.2 or 5.

5.3 If LPS brings proceedings to enforce the terms of Clauses 1.2 or 5, the Sub-Licensee shall only have available to it by way of defence a matter that would have been available by way of defence if LPS had been a party to the agreement.

6. TEMPORARY TRANSFER OF THE IP

6.1 The temporary transfer of the IP is for a maximum period of twelve (12) months from the date of the final signature to this Sub-Licence.

6.2 The Sub-Licence period can only be extended by written agreement between LPS and the Licensee.

6.3 This Sub-Licence will not extend beyond the period of the "Licence".

7. SIGNATURES

Signed on behalf of the Licensee:

Signed on behalf of the Sub-Licensee:

Signed:

Signed:

Name:

Name:

Position:

Position:

Date:

Date: