

LICENCE AGREEMENT FOR THE USE OF SPATIAL DATA

/legal person governed by private law or physical person not performing public duties/

1. General Provisions

1.1 The object of this License Agreement (hereinafter Agreement) is the grant of license by the Estonian Land Board (hereinafter Licensor) to the Licensee for the use of the spatial data.

1.2 In this Agreement the terms used are defined as follows:

- **licensee** – a person to whom the right to use spatial data is granted upon the acceptance of the terms and conditions of this Agreement
- **agreement** – licence agreement and all accompanying appendices thereto (documents of delivery and receipt)
- **service fee** – fee that the Licensee shall pay to the Licensor for making data available
- **third party** – any person not mentioned in this Agreement to whom the performance of this Agreement does not create any rights or duties towards the agreement parties (Licensor and Licensee)
- **data** – digital spatial data that directly or indirectly relate to a specific location or geographical area (e.g. extract from a digital map, a digital map layer or single spatial objects of digital map, map sheets in digital format, orthophotos or elevation models)
- **spatial object** – an abstract representation of a real-world phenomenon related to a specific location or geographical area
- **processing** – any operation that changes spatial data, e.g. changing of file formats, coordinate system, scale, representation model, geometry, or alphanumeric data (table data), data generalisation and translation
- **derivation** – a value added dataset created as the result of data processing. It is not a derivation when value addition is only marginal (e.g. the layout of objects has been changed, or some data column has been added or deleted)
- **backup copy** – a backup copy made of data the purpose of which is to protect data from incidental destruction or loss
- **product** – any product or service that is created by the Licensee on the basis of data or derivations, except those products and services the purpose of which is to distribute/transfer original data.

1.3 With this Agreement the Licensor grants to the Licensee the right to use data. Data are released into use only under the terms and conditions set out in this Agreement. Under this Agreement the Licensee is not authorized to grant sublicenses or the right of use of data to third parties (including its subsidiaries). All rights not granted by the Licensor to the Licensee under this Agreement shall remain with the Licensor.

1.4 With this Agreement data are licensed for the period of three years. The Licensor registers the Agreement by providing it with a number. The Licensee is notified of the number and period of validity of the Agreement in the document of data delivery and receipt. Based on the valid Agreement new data orders may be submitted. Each order

is accompanied by the document of delivery and receipt. Documents of delivery and receipt become an integral part of the Agreement showing for which data the right of use has been granted to the Licensee. Documents of delivery and receipt will not be signed unless agreed otherwise.

- 1.5 All proprietary rights of data belong to the Licensor. The Licensee shall guarantee that all derivations and products containing the Land Board's data are provided with a reference to the proprietary rights of the data owner in a clear and conspicuous manner, including at least the name of data, the data source "Estonian Land Board" and the age of data (e.g. "Orthophoto: Estonian Land Board 2015" or "Orthophotos by Estonian Land Board 2011-2015"). Also the following reference is allowed: "Map data: Estonian Land Board". The reference may be missing only in case it cannot be depicted due to the product format and there are no references to other authors either. In this case the data origin shall be referred to in the accompanying documentation and/or package of the product.
- 1.6 The Licensee may give data to a third party under an agreement between the Licensee and the third party providing that the third party uses the data exclusively for the work to be performed for the Licensee in the framework of the agreement. In this case the third party is not obliged to apply for the license from the Licensor. If it becomes evident that the third party has violated the trust and used the data for other purposes or continues to use the data after the performance of the agreement between the Licensee and the third party, also the Licensee shall be held responsible in the conformity with §3.2 of this Agreement.
- 1.7 This Agreement does not entitle to free updates. To obtain data updates, it is necessary to apply in conformity with the valid procedure and to pay a service fee as set out in § 1.8 of this Agreement.
- 1.8 Prior to getting access to data, the Licensee shall pay the Licensor the service fee provided by law in the conformity with the issued invoice. According to the Law of Obligations Act, the consumer can choose whether to pay the whole fee as an advance payment, or at least 50% of it. The remaining part shall be paid to the Licensor within 14 calendar days of making data available to the Licensee.

2. Rights and Obligations of the Licensee

2.1 During the validity of the Agreement the Licensee shall be entitled to:

- 2.1.1 view data on computer screen (number of workstations is not limited)
- 2.1.2 make printouts
- 2.1.3 process and improve data and make derivations and products thereof
- 2.1.4 make a backup copy of data
- 2.1.5 distribute images of processed or unprocessed data or derivations in periodic publications and non-cartographic publications and advertisements
- 2.1.6 transfer/sell printouts of data, derivations or products
- 2.1.7 transfer/sell derivations created from data
- 2.1.8 transfer/sell products created from data
- 2.1.9 make the product (derivation together with data) available to the public over the Internet providing that the data cannot be separated from the product and distributed further
- 2.1.10 make proposals to the Licensor for a better use and improvement of data

2.2 The Licensee shall be obliged:

- 2.2.1 to use the data, which are the object of this Agreement, in the conformity with the Agreement

- 2.2.2 not to transfer or otherwise grant use of data to third parties except for the purpose and under terms set out in § 1.6 of this Agreement
- 2.2.3 not to allow its staff to use the data for their private purposes
- 2.2.4 to adopt measures in order to avoid falling of data into the hands of unauthorized persons and to inform the Licensor immediately of such cases
- 2.2.5 to inform the Licensor in writing of any changes in the name or address of the Licensee or in any other data relevant to this Agreement within 30 calendar days of the enforcement of such changes
- 2.2.6 to cease the use of data upon the expiry of the Agreement and either to delete or archive the data

3. Rights and Obligations of the Licensor

- 3.1 If the Licensor discovers any violations of § 2.2 of the Agreement, the Licensor shall submit to the Licensee a claim in writing.
- 3.2 In case of the violation of § 2.2 of this Agreement, the Licensor shall be entitled to claim from the Licensee a contractual penalty up to 5000 (five thousand) euros. In addition to the penalty, the Licensor shall have the right to use legal remedies, to claim compensation for direct damages and to terminate the Agreement.
- 3.3 The Licensor shall have the right to require destruction of products or derivations illegally created by the Licensee, or delivery of them to the Licensor.
- 3.4 The Licensor shall be obliged to grant use of data pursuant to procedure prescribed by law.

4. Liability

- 4.1 Failure in the performance, or unsatisfactory performance, of the obligations of this Agreement shall not be considered as the breach of the Agreement when it is due to circumstances beyond the parties' control – force majeure. Force majeure includes riots, sabotage, war, destruction of equipment in explosion, tempest or flood, and other factors beyond the parties' control that can be regarded as force majeure. For the period of force majeure the performance of the Agreement will be suspended.
- 4.2 The party, who wants to be released from the performance of the Agreement due to force majeure, shall submit to the other party a relevant application in writing explaining the difficulties related to the performance of the Agreement and indicating the reasons.
- 4.3 The Licensee shall be responsible for an unauthorized use of the data by a third party. The Licensee shall not be held responsible in case the data are no longer under his control due to the violation of law by the third party, and provided the Licensee has taken all customary measures to ensure data inviolability.
- 4.4 The risk related to the preservation of data delivered to the Licensee shall be borne by the Licensee, as for technical reasons the Land Board might not be able to make new copies of identical data.
- 4.5 The parties shall be released from liability when the non-performance or unsatisfactory performance of obligations is caused by the other party.
- 4.6 The Licensee agrees to use the data with all possible inaccuracies and defects in data. The Licensor does not warrant any deadlines for the correction of inaccuracies or other defects in data. The Licensor shall not be held liable to the Licensee or any third party for any loss or damage to the data, loss of profits, or any incidental or consequential loss or damage caused by the use, or impossibility of use, of data, even if the Licensee has advised the Licensor of the possibility of such loss or damage.

5. Amendments and termination

- 5.1 All amendments to the Agreement shall be drawn up as appendices and the Agreement together with the appendices shall be signed by the Licensor and Licensee.
- 5.2 The Licensee may terminate this Agreement at any time by sending a written notice thereof to the other party 30 calendar days in advance. Upon the termination of the Agreement the Licensee has no more right to use the data.
- 5.3 The Agreement shall be considered terminated when the Licensee's (legal person's) activities are terminated, unless the legal successor of the Licensee has notified the Licensor in the conformity with §2.2.5.
- 5.4 When the Licensee violates one or several obligations set out in §1.8 or 2.2 and the violation is not eliminated within seven calendar days of the receipt of the claim, the Land Board shall be entitled to unilateral termination of the Agreement notifying the Licensee thereof in a format which can be reproduced in writing. In this case the Agreement will be terminated on the day when the Licensee received, or should have received, the notice, but not later than five working days after sending the notice.
- 5.5 The fee pursuant to §1.8 shall not be refunded upon the termination of the Agreement regardless the manner or cause for termination.

6. Final provisions

- 6.1 This Agreement enters into force by registering the Agreement, which has been signed by the Licensee, in the Land Board's database of licenses. The Agreement will be signed only by the Licensee, no signature from the Licensor's representative is needed. For the Licensee the Agreement shall be signed by a person who is authorized either by law or with a letter of authorization. In the latter case a copy of the letter of authorization shall be attached to the Agreement.
- 6.2 At the Licensee's reasoned request, both parties may sign the Agreement.
- 6.3 All issues not regulated in this Agreement shall be governed by laws and other legislative acts of the Republic of Estonia.
- 6.4 All disputes related to the performance and termination of this Agreement shall be settled through negotiations. If no agreement is reached, the dispute shall be settled in Harju County Court, Estonia.
- 6.5 If any of the articles of the Agreement becomes void or inapplicable, it shall not affect the validity of other articles.

I confirm that I am authorized to sign this Agreement on behalf of the Licensee. I have read the Agreement and accept its terms and conditions.

/signed digitally/

When signed in paper format the following shall be filled in:

/Name and register number of the Licensee, name and position of the authorized person; in case of a private person, the name and surname and identification code/

/Date/

/Signature/