

APPENDIX - TERMS AND CONDITIONS FOR COMMERCIAL END-USE

Terms and conditions for the end-user's (licensee's) use of Lantmäteriet's geodata for commercial end-use

Scope

Specified below are the conditions that apply for the licensee's use of geodata for commercial end-use. The terms and conditions apply to both geodata in the form of geographical information and real property information unless otherwise stated.

The terms for commercial end-use shall be applied to activities that are conducted for commercial purposes in various legal forms (limited liability company, limited partnership company, partnership, non-registered partnership, incorporated association, European economic interest grouping (EEIG), certain foundations etc.). This category also includes the business activities of government authorities and municipalities if these activities are to be conducted on a commercial basis or according to commercial principles.

Certain terms and conditions for group companies

Companies part of the same group of companies can use the same license. The company that signs an agreement for a group license has the right to share data with the number of companies specified in the agreement that are within the group. The companies receiving data may use it provided they comply with the terms of the agreement. The company that signs an agreement for a group license is responsible for ensuring that the terms of the agreement are complied with. The license fee is calculated based on the number of companies that will use the data available. At the request of Lantmäteriet, the company that has signed a group license agreement shall name the companies that the company that has signed a group license agreement has shared data with.

A group is defined by the regulation in chapter 1 article 11 of the Swedish Companies Act (2005:551).

The definition of a group include any equivalent group of companies of which the parent company is one of the following: a Swedish legal entity that is required to keep records in accordance with the Swedish Accounting Act (1999:1078), an equivalent foreign legal entity resident in the European

Economic Area, or a municipality, county council or association of municipal corporations. Equivalent groups of companies are defined according to the regulation in chapter 21 article 2 of the Swedish Companies Act (2005:551).

For the provision of geodata products that constitute personal data, examination of the purpose of the processing is required for each company.

Licensee's right to use geodata for commercial end-use

The licensee is granted a non-exclusive, non-transferable, right to use the geodata for commercial end-use according to the terms and conditions specified below. The licensee is entitled to:

- Store geodata products (however, see specific conditions below).
- Use geodata products internally within the activities of the organization.
- Process geodata products regarding coordinate transformations and file formats, add new data or remove data. The licensee may not convert geodata products from raster format to vector format.
- Produce copies (paper/digital).
- Make geodata products available to a third party in connection with informing the third party about the own activities of the licensee. The external publication should be relevant for the purpose and information about the licensee's own activities shall represent the primary content of the publication.
- Produce and make printed geodata products available in analogue form.
- Produce and make print files, print originals and digital illustrations available.
- When the geodata product is made available in digital form to third parties, it shall be provided to the licensee's own information and the information shall be the primary.
- May grant subcontractors the right to use geodata according to the terms and conditions of the license agreement in order for the subcontractors to complete assignments on behalf of the licensee. The licensee shall inform the subcontractor of the terms and conditions associated with the assignment. The subcontractor has no right to grant further rights, nor the right to use the geodata in activities other than included in the assignment.

Limitation of the right to use geodata

- Geodata products shall not be made available beyond what is specified above.
- Geodata shall not be made available in digital form for payment or other forms of compensation. Geodata shall not be made available in digital form when geodata is used for the purpose of generating revenue, for example through advertising or publicity.
- In cases where geodata is made available to third party on the Internet, the accessibility must be open without any form of login. This is subject

to the provision that nothing else follows from the obligations the licensee may have due to regulations of security and privacy, such as GDPR.

- The licensee may not make unprocessed or processed geodata possible to process for a third party beyond what is specified above.
- The licensee may not make unprocessed or processed geodata available to a third party through download beyond what is specified above. The licensee may not offer a functionality (toolbox) that third parties can use in their business. Standard tools such as measurement of distances and surfaces as well as printability are however permitted.
- When publishing geodata on the internet, the geodata must be published in a raster format, such as .gif, .jpeg or .pdf format. Vector data may be used to produce raster images for publishing.

Specific usage conditions

- For viewing services providing geographic information it is only permitted to download images temporarily in order for the service to work optimally in a GIS system or equivalent.
- Real property information, including personal data, is only allowed for users approved by Lantmäteriet after a review in accordance with the Real Property Register Act (2000:224) and according to other terms Lantmäteriet may have imposed with regards to security and integrity.
- Storing and/or processing of real property information outside of EU/EEA is only permitted after approval from Lantmäteriet in a separate decision, and in accordance with any terms, requirements and conditions concerning protection of integrity, security, intellectual property rights etc. imposed by Lantmäteriet in such a decision.
- Storing and/or processing of real property information by using external suppliers for storage and/or processing is only permitted after approval from Lantmäteriet in a separate decision, and in accordance with any terms, requirements and conditions concerning protection of integrity, security, intellectual property rights etc. imposed by Lantmäteriet in such a decision.

Obligations of the licensee

- When geodata is published or made available to third parties it should be clearly stated by displaying "© Lantmäteriet" that Lantmäteriet under the Act (1960:729) on Copyright in Literary and Artistic Works holds the intellectual property rights.
- The licensee shall take adequate measures to prevent Lantmäteriet's geodata from being used improperly (in breach with the license terms).
- The user shall take adequate information security- and IT-security measures in the use of geodata in accordance with the license agreement.
- The licensee shall promptly notify Lantmäteriet of any claim for compensation from a third party due to alleged infringement by Lantmäteriet's geodata or geodata services on any third party intellectual property rights.

Obligations of Lantmäteriet

If a third party makes claims or take actions against the licensee under the claim that Lantmäteriet's geodata, or its use in accordance with this agreement infringes the rights of third parties, Lantmäteriet shall at its own expense provide the licensee reasonable assistance.

Disclaimer

Lantmäteriet disclaims all responsibility for errors, delays, interruptions or other failures, which may occur in the technical running and thereby disturb the accessibility of geodata, unless this has been caused by gross negligence of Lantmäteriet. Furthermore, Lantmäteriet undertakes no responsibility for errors or failures of any kind that may arise due to the technical solutions or software that the end user utilizes for accessing the geodata. Lantmäteriet also disclaims all responsibility for damage or any kind of other inconvenience that may occur as a consequence of the use of geodata alone or combined with other information. Lantmäteriet disclaims all responsibility for errors in or changes to the geodata that may occur after delivery/distribution to the end user, or where the information is beyond Lantmäteriet's control.

General data protection regulation

Geodata may contain personal data using the definition of the regulation (EU) 2016/679 of the European parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and the geodata product may not be handled in violation of the General Data Protection Regulation or supplementary Swedish legislation.

Act on protection of geographic information

The act (2016:319) and ordinance (2016:320) on protection of geographic information includes requirements of special permission for dissemination of geographic information collected from aircraft by photography or similar registrations. Geodata shall not be processed in violation of the act or the ordinance on protection of geographic information.

Termination of the license agreement

Subscription agreement

The licensee cannot use geodata after termination of the Agreement. The licensee must therefore immediately upon termination of the agreement ensure that all geodata and copies of these that any party has received under this Agreement is deleted from all storage media, destroyed in some other way or returned to Lantmäteriet or to a representative of Lantmäteriet at the latest at the time of termination of the agreement.

However, if the license agreement has the form of a subscription agreement on updating of real property information, the licensee is, after expiration, authorized to further use the information received, with no limitation in time. In such a case, the terms of a non-recurring one-time agreement (see below) will apply to that further use. Right to this further use will begin on the expiry date of the subscription agreement.

One-time agreement

A License agreement with a life one-time fee applies until further notice. This means that the right to use the information is unlimited in time, provided that the use is carried out in compliance with the terms and conditions that were applicable at the time the geodata was purchased. If the use is not in compliance with those terms and conditions, the licensee has no right to further use the geodata and all copies shall be deleted from all storage devices.