 2021-10-06

Version 2.5

TERMS AND CONDITIONS FOR SPECIFIC USE REGARDING

Portable Unit

# General pre-requisites

Between the Licenser (corporate identification number) and Lantmäteriet (The Swedish Mapping, Cadastral and Land Registration Authority), division Geodata , there is a valid contract in force entitling the Licenser to make geodata available in accordance with the conditions below.

# Definitions

The terminology that is used in this document shall be understood as follows:

*Geodata product* means an extract of Lantmäteriet’s geographical reference data, which is copied, possibly adapted, and delivered in accordance with standardized specifications,

*Adjusted map/image* means geodata products that have been adjusted to use in portable units.

*Licensee* means a party who produces and makes products available (derived products) that contain Lantmäteriet’s geodata products.

*Derived product* means a product produced by the producer/commercial further processor and which contains or is dependent on Lantmäteriet’s geodata.

*End User* refers to the party who uses a derived product.

*Portable unit* means a simple application that allows a single user to view licensed geodata in a device. A simple application refers to an application with limited functionality such as zooming, panning and measuring. The use of derived products in the application is limited to one device and one user, e.g. mobile phone. It is not allowed to transfer data to another application or device.

|  |  |
| --- | --- |
| Licenser: | The Commercial Further Processor |
| Organisation number |  |
| Licensee: |  |
| Organisation number: |  |
| Address: |  |
| Postcode: |  |
| City: |  |
| Telephone: |  |
| E-mail: |  |
| Geodata product:: | Geodata product/products included in the derived product |
| Coverage: | E.g. county, municipality or area which is made available in each geodata product |
| Fee: | Specification of fees to be paid for each derived product |

# Conditions for use by the Licensee

The Licensee acquires a non-exclusive and non-transferable right to store and process geodata product with the intention of producing an adjusted map/image for use in a portable unit, and, additionally, right to distribute that derived product further to End Users.

The said right applies to the geodata products specified above.

**Use for other purposes or use beyond these terms and conditions requires another agreement on specific use.**

The derived product will be made available to End User by:

[ ]  Download via Internet

[ ]  Subscription via Internet

[ ]  Copy (CD, memory card, etc.)

## General conditions for adjusted map/image for a portable unit:

* Geodata product that is made available shall be aggregated to adjusted and encrypted data for the portable unit.
* The Licensee, who makes the geodata product available for a portable unit, shall supervise the encryption not be decoded by any unauthorized person. Should the Licensee be aware of somebody circumventing the encryption, he shall change the algorithm as soon as possible.

## Conditions concerning Download via Internet (one-off fee):

* Geodata product is made obtainable in the form of an installation file via Internet.
* The Licensee shall log each downloaded geodata product and its geographical extension.
* The fee is connected to the number of downloads, the downloaded geodata product and the geographical coverage of every download.
* The Licensee shall, directly to Lantmäteriet or its representative, quarterly report the amount of downloads and the total of downloaded area per each geodata product.
* One-off fee is to be paid for each download. Fees for downloads are to be paid quarterly, in arrears.
* When the agreement between the Licensee and Lantmäteriet (or its representative) terminates, likewise terminates the right to make adjusted map/image available for use in a portable unit.
* Enclosed End User Terms for Download via Internet and Copy (one-off fee) shall be forwarded to End User. This may be done by acceptance of the End User terms when downloading.

## Conditions concerning Subscription via Internet (annual fee):

* Geodata product is made obtainable for subscription via Internet.
* The Licensee shall record every subscriber, the geodata product and its geographical coverage.
* The subscription fee is to be paid in advance in connection when an agreement is signed with each end user. It is based on the geographical coverage and the geodata product that the End User gets access to.
* As long as the subscription fee is paid the End User is allowed to make an optional number of updates/downloads.
* The Licensee shall ensure that the possibility to use map/image terminates when the End Users subscription comes to an end.
* Continuous reporting of fees and of downloads that have been made shall be effected to Lantmäteriet and a designated contact person.
* The reporting shall be made quarterly and include information on the number of new subscriptions as well as the total area of downloads for each geodata product respectively.
* When the agreement between the Licensee and Lantmäteriet terminates, the right to make adjusted map/image available for use in a portable unit is likewise terminated.
* Enclosed End User Terms for Subscription via Internet (annual fee) shall be forwarded to End User. This may be done by acceptance of the End User terms when downloading.

## Conditions concerning Copies (one-off fee):

* Geodata product may be made available as a part of an application or on a CD, memory card, etc.
* The fee is connected to the number of produced copies and is based on the geographical coverage and the geodata product that the End User gets access to via CD, memory card, etc.
* When the agreement with the Commercial Further Processor terminates, likewise terminates the right to make new copies of the adjusted map/image for use in a portable unit. However, existing stock may be “sold out”.
* The fee for produced copies (edition) shall be paid in advance.
* Enclosed End User Terms for Downloads via Internet and Copies (one-off fee) shall be forwarded to End User. This may be done by acceptance of the End User terms when downloading or enclosed in paper.

## Copyright

Connected to the information made available there shall be a copyright statement as follows:

© Lantmäteriet, Licenser’s licence number against the Licensee

# Agreement on Contractor’s use

In case of engaging a contractor, who needs access to material in the geodata product in order to carry out its assigned task towards the Licensee, the Licensee shall ensure that the contractor guarantees, in writing, not to use the material beyond what is needed for the assigned task, as well as to delete the material after completed task. A form for this purpose is made available by the Licenser.

# Transfer of agreement

Licensee is not entitled to transfer the agreement or any rights included in the agreement.

# Laws

## Copyright

Geodata, being the subject of this agreement, is protected by the Act on Copyright in Literary and Artistic Works (1960:729), independently of whether the geodata is to be considered as artistic or literary works or protected under so-called neighbouring rights (e.g. etc.), as defined in the said Act.

## General Data Protection Regulation

Geodata may constitute 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 reference data product may not be stored in contravention of this regulation or supplementary Swedish legislation.

## Act on protection of geographic information

The act (2016:319) and regulation (2016:320) on protection of geographic information includes provisions on requirements on special permission for dissemination of geographic information collected from aircraft by photography or similar registrations. Geodata may not be stored in contravention of this act or regulation on protection of geographic information.

Such permits are granted by Lantmäteriet, 801 82 Gävle, Sweden. The permits are free of charge.

# Conditions and terms for End User’s use

## End User terms concerning Download via Internet and Copies (one-off fee):

* The End User acquires a non-exclusive and non-transferable right to use adjusted map/image for his own private use.
* It is not allowed to make adjusted map/image available (distribute/show) or in other ways make it accessible to or adjustable for third party.
* Duration of the agreement on received map/image is unlimited in time.
* Updates me be done on payment of another fee.

**Use for other purposes or use beyond these terms and conditions requires another agreement on specific use.**

## End User terms concerning Subscription via Internet (annual fee):

* The End User acquires a non-exclusive and non-transferable right to use adjusted map/image for his own private use.
* It is not allowed to make adjusted map/image available (distribute/show) or in other ways make it accessible to or adjustable for third party.
* Duration of the agreement on received map/image is limited to the subscription time and the right to use the geodata product terminates when the agreement expires.

**Use for other purposes or use beyond these terms and conditions requires another agreement on specific use.**

**Lantmäteriet,** TELEFON 0771-63 63 63 E-POST lantmateriet@lm.se WEBBPLATS www.lantmateriet.se