



APPENDIX

General Terms and Conditions on Commercial Further Processing

1. Preamble

1.1. Lantmäteriet offers natural persons and legal bodies the opportunity to become further processors of the geodata of Lantmäteriet by entering into an agreement on commercial further processing.

1.2. When Lantmäteriet and a commercial further processor have established an agreement on commercial further processing, the general terms and conditions on commercial further processing apply between Lantmäteriet and the commercial further processor.

2. Background

2.1. *The agreement is made in accordance with the following terms and conditions*

- a) That Lantmäteriet, being a governmental authority, in accordance with Ordinance (2009:964), which contains instructions regulating Lantmäteriet's activities, has the national responsibility for the provision of basic geographic and real property data;
- b) That Lantmäteriet, in accordance with the ordinance mentioned above, has responsibility for the production and publication of information from the Swedish national map series;
- c) That use of the basic data should increase and be of value for an increased number of users and within a wider field of applications;
- d) That Lantmäteriet, in accordance with the same instructions, shall endeavour to ensure that the information is made available and used to generate maximum benefits for society;
- e) That the parties accept that Lantmäteriet's sole right to the objective, which is the subject of the agreement, independently of whether it is artistic or literary works or so-called neighbouring rights (e.g. right to catalogue/tables/databases, photographs etc.), as defined in the Act on Copyright in Literary and Artistic Works (1960:729), is protected in accordance with the Act;
- f) That the Swedish State, represented by Lantmäteriet, administers such rights mentioned in the paragraph above;
- g) Those rights to works etc., that are protected in accordance with the Act on Copyright in Literary and Artistic Works (1960:729), shall be made available through a license agreement with a user;

- h) That basic real property information is available in the Real Property Register;
- i) That the Real Property Register, and the provision of information from the register, is regulated by the Real Property Register Act (2000:224);
- j) That approval of the provision of personal data from the Real Property Register to clients, following examination by Lantmäteriet, is given for use in accordance with the purposes given in the Act as well as in other cases where there are special causes, and
- k) That fees shall be paid based on the levels formally approved by Lantmäteriet and published in Lantmäteriet's statute book LMFS.

3. Definitions

The terminology used in *the agreement* shall be understood as follows.

3.1. *Agreement* means the agreement on commercial further processing with its appendices established by and between Lantmäteriet and *the Licensee*.

3.2. *General terms and conditions on commercial further processing* means these general terms and conditions.

3.3. *Licensee* means *the commercial further processor* who has established the agreement with Lantmäteriet.

3.4. *Party(ies)* means Lantmäteriet and the Licensee.

3.5. *Geodata* means geographic and real property information that describes phenomenon and their geographic location; for the purpose of the *agreement* it means the geographic and real property information of Lantmäteriet.

3.6. *Geodata product* means a product including *geodata*, or a service that makes geodata available and manageable.

3.7. *Derived product* means a product produced by a commercial further processor and which contains or is dependent on Lantmäteriet's *geodata*.

3.8. *Distribution* means the provision of *geodata* in unprocessed or processed form, including grants of rights (license) for the use of *geodata* or for the use of a product/service including *geodata*.

3.9. Commercial further processor (VF) means a natural person or a legal body who has acquired one or several rights concerning processing and *distribution of geodata*.

3.10. VF 1 means a commercial further processor who has acquired one or several rights concerning processing and *distribution* of both processed and unprocessed *geodata to an end-user*. VF 1 always has a license agreement directly with Lantmäteriet.

3.11. Partner means a VF1 who has entered into a partner agreement with Lantmäteriet. A partner has the right to sign agreements concerning Lantmäteriet's *geodata* with another VF on behalf of Lantmäteriet.

3.12. VF 2 means a commercial further processor who, through a partner, acquired one or several rights to produce *derived products* containing Lantmäteriet's *geodata* and to distribute them. This also includes the right to grant rights to the *geodata* which is included in a *derived product* to an *end-user*. A VF 2 does not have the right to *distribute* unprocessed *geodata* to an *end-user*.

A VF 1, a partner and a VF 2 must obtain a separate license for their own internal end use.

3.13. *End-user* means a user who, through a license agreement with a VF 1, partner or VF 2, acquires rights to use *geodata* for internal use/own use.

3.14. Contractor means a consultant, contractor or other person who, on behalf of an *end-user*, carries out a task limited in time and scope, e.g. analyses, forestry work, road maintenance etc.

3.15. Third-party refers to an external party not meeting the definition of a contractor.

3.16. End use means the use of *geodata* for internal use/own use.

3.17. LMFS means Lantmäteriet's statute book which contains, among other information, current fees and charges for *geodata*.

3.18. Personal data means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier. This can, for example, be information about a person's name and social security number (direct) or about a real property designation, a centroid with unique id, co-ordinates and mortgages (indirect).

4. Purpose

4.1. The purpose of the *agreement* is to regulate forms of co-operation between the *Licensee* and Lantmäteriet for the *development* and *distribution* of Lantmäteriet's *geodata*.

4.2. Should conflicting information or instructions occur in the agreement, they apply, unless circumstances clearly lead to another interpretation, in the following order of priority:

- a) information or instructions in the general terms and conditions on commercial further processing;
- b) information or instructions in the agreement, except for the appendices of the agreement;
- c) information or instructions in the appendices of the agreement, except for the general terms and conditions on commercial further processing.

5. Laws

5.1. The act on copyright in literary and artistic works

Geodata subject to *the 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. catalogue/tables/databases, photographs etc), as defined in the Act on Copyright in Literary and Artistic Works (1960:729).

5.2. The real property registration act

Geodata in the real property register, and the provision of information from the register, is regulated in the Real Property Registration Act (2000:224).

5.3. General Data Protection Regulation

Geodata, which according to 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) (GDPR) and supplementary Swedish legislation is deemed to be personal data, shall not be processed in breach of the GDPR and supplementary Swedish legislation.

5.4. Act on protection of geographic information

The Licensee is informed that *geodata* covered by *the agreement* may include information that requires special permission under the act (2016: 319) on protection of geographic information.

6. Geodata covered by the agreement

6.1. Extracts of digital products

The extracts of digital products that are covered by *the agreement* are extracts of real property information, updating of real property information, extracts of real property prices and updating of real property prices in accordance with the real property registration act and in line with the current existing range of geographic information products.

6.2. Directly accessible products

Products covered by *the agreement* include direct access to Lantmäteriet's visualization services and other directly accessible products.

For access to such services and products, a separate agreement is required.

6.3. Descriptions and specifications

Current descriptions of and specifications for *geodata* can be found at Lantmäteriet's homepage www.lantmateriet.se.

7. The relationship between Lantmäteriet and the Licensee

7.1. *A Licensee* is an independent person or body and Lantmäteriet shall not exercise either control or supervision over the activities of *the Licensee*, other than to the extent that is defined in *the agreement*.

8. Obligations of the Licensee

8.1. The Licensee agrees to

- a) Ensure that employees who work with and/or make Lantmäteriet's *geodata* available, have the necessary knowledge of the *geodata* that is covered by the agreement;
- b) Ensure that employees who make Lantmäteriet's *geodata* available are familiar with the pre-requisites that apply for such provision, see "Instructions for commercial further processors";
- c) Take full responsibility for providing *end-users* with information concerning the contents of *geodata* and of the legal code that apply for access to *geodata*;
- d) Take full responsibility for providing end-users with information concerning the contents of *geodata* and of the legal code that apply for access to *geodata* in *the derived products of the Licensee*;
- e) Take full responsibility for marketing, training, installation and support to the *end-user* regarding Lantmäteriet's *geodata*;
- f) Take full responsibility for marketing, training, installation and support regarding *geodata* in *the derived products of the Licensee*;
- g) Only providing *geodata* to end-users in accordance with the GDPR and supplementary Swedish legislation, and granted permissions according to the Act (2000:224) on real property register;
- h) Ensure that the required agreements are established including granting of rights to *end-users* who wish to use unprocessed *geodata* (*distribution*) or *processed geodata* (*derived product*). Terms and conditions for end-user's use of unprocessed *geodata* can be found in the appendices end-user terms and conditions for use of *geodata*. Updated such terms and conditions can be found on Lantmäteriet's homepage www.lantmateriet.se under Reseller. Terms and conditions for *end-user's* use of processed *geodata* can be found in applicable *derived products agreement*;
- i) Ensure that information that is needed for determining fee levels for respective *geodata* is included in the *license agreement* with the end-user. Examples of such information include product name, type of information, geographic area and/or relevant information from the real property register, as well as a delivery timetable. In addition, there should be information as to whether the *license agreement* is for a subscription or

for a one-off extract. If the *license* is for a subscription or updates the timeline for updates should be given;

- j) Report on the level of use for invoicing and for statistical use by Lantmäteriet;
- k) Report on which *geodata* delivered to public authorities part of *the Geodata co-operation* (data sharing);
- l) Report on which *geodata* being a part of *the derived products of the Licensee*, when such products are provided to public authorities part of *the Geodata co-operation* (data sharing);
- m) Appoint a person to have responsibility for integrity, safety and security issues;
- n) Mark all geographic information that is provided to *end-users* as follows: "© Lantmäteriet, commercial VF's agreement identity with *end-user*, place and date".

9. Obligations of Lantmäteriet

9.1. Lantmäteriet agrees to

- a) Ensure that *the Licensee* has access to necessary information about *geodata*, including terms and conditions and fee-setting principles, as well as to other documentation relevant for activities that are regulated in *the agreement*;
- b) Ensure that *the Licensee*, after an order has been placed and the administrative and processing fees have been paid (for *geodata* for which such fee is charged), has access to the *geodata* which the Licensee needs for his *distribution* and for the production of *derived products* in accordance with the terms of *the derived product agreement*, and;
- c) In cases where such an agreement has been established, take responsibility for the delivery of *geodata* to *the end-user*;
- d) Within three (3) months prior to the announcement of changes in fee levels, inform *the Licensee*, in writing, of the coming changes in fees (preliminary fee);
- e) Inform *the Licensee*, in writing, of the changes that Lantmäteriet intends to make to descriptions and specifications. This information shall be provided within one (1) month prior to the changes being made;
- f) Provide *the Licensee* with basic support when requested to do so. In this context, basic support means general support to interpret and explain the product and delivery information, the implications of laws and ordinances and to assist with placing orders for *geodata* and reporting the use of *geodata* etc.

10. License

10.1. Geodata – Geographical information

In *the agreement* Lantmäteriet grants *the Licensee* a non-exclusive and non-transferable right to:

- a) order *geodata* via the order system of Lantmäteriet, or in other agreed manner;
- b) store *geodata* covered by the *agreement*;
- c) grant rights concerning *geodata* covered by *the agreement* to an *end-user*. The terms and conditions that regulate use by the end-user can be found in “*End-user terms and conditions for use of geodata*”, different for different categories of usage;
- d) process *geodata* regarding format;
- e) process *geodata* regarding co-ordinate transformation;
- f) use limited parts of *geodata* in analogue and digital format *for Licensee* in-house internal testing and development work;
- g) use limited parts of *geodata* in analogue and digital format for demonstration and marketing purposes;
- h) use digital *geodata* of an area of 2.5 x 2.5 km for demonstration in an open application on a web site;
- i) distribute unprocessed *geodata*, and use *geodata* for production and distribution/demonstration of *geodata* in own *derived products* in accordance with what is stated in *the derived products agreement*.
- j) produce and make printed products available in analogue form.

RESTRICTIONS

In order to have the right to *distribute geodata* in the form of geographic information to other VF (VF2), a partner agreement is required with Lantmäteriet.

10.2. Geodata – Real property information from the real property register

In *the agreement* Lantmäteriet grants *the Licensee* a non-exclusive, non-transferable right to convey to *the end-user* the right to use real property information from the real property register.

The Licensee has the right to:

- a) order *geodata* via the order system of Lantmäteriet, or in other agreed manner;
- b) within EU/EEA grant rights concerning *geodata* covered by the *agreement*, to an end-user. The terms and conditions that regulate use by the end-user can be found in “*End-user terms and conditions for use of geodata*”, different for different categories of usage;
- c) provide intermediate storage and distribute ordered *geodata* to an end-user by linking the end-user to the real property register or via the VF’s own system (applies for direct access product);
- d) process *geodata* regarding format;
- e) process *geodata* regarding co-ordinate transformations;
- f) following the signing of a separate agreement, use a limited part of *geodata*, in the form of real property information, in analogue and digital format, for Licensee in-house testing and development;

- g) use a limited part of geodata in the form of real property information, in analogue and digital format, for demonstration and marketing purposes;
- h) distribute unprocessed geodata; and
- i) use geodata for production and distribution/demonstration of geodata in own derived products in accordance with what is stated in the derived products agreement.

RESTRICTIONS

In order to have the right to *distribute geodata* in the form of real property information to other VF, a partner agreement is required with Lantmäteriet.

10.3. Storage and/or processing of real property information outside EU/EEA

Storage and/or processing of real property information outside EU/EEA is only permitted if Lantmäteriet has given its approval by a specific decision including terms, requirements and conditions concerning protection of integrity, security, intellectual property rights etc.

10.4. Storage and/or processing of real property information by using external suppliers for storage and/or processing

Storage and/or processing of real property information by using external suppliers for storage and/or processing is only permitted if Lantmäteriet has given its approval by a specific decision including terms, requirements and conditions concerning protection of integrity, security, intellectual property rights etc.

11. Intellectual property rights

11.1. *Geodata* subject to *the 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. catalogue/tables/databases, photographs etc), as defined in the Act on Copyright in Literary and Artistic Works (1960:729). Therefore and to the extent of what reasonably can be required in order to defend Lantmäteriet's interests, *the Licensee* shall counteract possible infringements of Lantmäteriet's intellectual property rights.

11.2. *The Licensee* shall, without delay, inform Lantmäteriet whenever knowledge of actual or suspected infringements of Lantmäteriet's rights arise. *The Licensee* shall take reasonable measures to prevent and to end actual or suspected unauthorised use of Lantmäteriet's *geodata*, e.g. by notifying the user of the unauthorized or wrongful use or by interrupting ongoing provision of *geodata*.

11.3. *The Licensee* shall ensure that employees who have access to Lantmäteriet's *geodata* sign a document in which they confirm that they

understand that all rights to geodata belong to Lantmäteriet and that they are not allowed to use it for purposes other than stated in *the agreement*.

11.4. *The Licensee* undertakes to inform Lantmäteriet, in writing and without delay, of any demands from a third-party for payment or compensation based on assertions that Lantmäteriet's *geodata* infringes that third party's intellectual property rights.

11.5. Should a third-party make claims or take action against *the Licensee* based on assertions that Lantmäteriet's *geodata*, or its use in accordance with *the agreement*, infringes the third-party's rights, Lantmäteriet shall indemnify *the Licensee* against all damage *the Licensee* may receive as a consequence of the demands or claims. In connection with such claims or demands, Lantmäteriet shall, at its own expense, provide *the Licensee* with necessary assistance.

11.6. *The Licensee* shall follow instructions regarding marking of products provided in the agreement and in a *derived product agreement*.

12. Integrity and security

12.1. *Geodata* covered by *the agreement* may include personal data and other information that can be considered to be sensitive. In accordance with the real property register act (2000:224), personal data in the real property register shall only be made available for purposes that are defined in the act. Personal data must not be handled in conflict with the GDPR and supplementary Swedish legislation. *Geodata* covered by *the agreement* may include information which requires special permission in accordance the protection of geographic information act (1993:1742).

12.2. *The Licensee* shall take reasonable measures in order to prevent and hinder unauthorised use of *geodata* including personal data and/or information which is deemed to be sensitive. Corresponding with statement in paragraph 11.2 *the Licensee* shall also actively assist and co-operate to stop possible unauthorised use. *The Licensee* shall, with no delay, inform Lantmäteriet when getting awareness or suspicions of cases of unauthorised or non-legal use of *geodata*.

12.3. As stated in paragraph 11.3 above, *the Licensee* shall ensure that employees who, in the course of their duties, have access to information such as is referred to in paragraphs 12.1 and 12.2, sign a document in which they confirm that they understand the implications of the integrity and security demands that apply for the information and that they have no rights other than those stated in *the agreement*.

13. Secrecy

13.1. Both *parties* pledge, with the reservations stated in paragraph 13.5, and without any restrictions in time, not to divulge confidential information

that one *party* may have received from the other *party* in accordance with the terms of *the agreement*.

13.2. In this context, confidential information shall be construed to mean all technical, commercial or other type of information, irrespective of whether the information has or has not been documented, with the exception of:

- a) information that is generally available or which becomes generally available in ways, other than as a result of violation by a *party* against the contents of *the agreement*,
- b) information that a party can show that he/she already had before receiving it from the other party, and
- c) information that a party has received, or will receive, from a third-party without any obligation to maintain secrecy.

13.3. In circumstances such as those quoted under paragraph 11.2. c.) above, a party does not, however, have the right to disclose to outsiders that the same information has already been received by the other party in accordance with *the agreement*.

13.4. Both *parties* pledge that they will ensure that employees, consultants, board members and other representatives do not divulge confidential information to outsiders. The parties are, thereby, obliged to ensure that those persons who come into contact with confidential information are bound to keep such information secret to the same extent as *the parties to the agreement*.

13.5. Lantmäteriet is a public authority. *The parties* accept that the obligations on secrecy stated in paragraphs 13.1-13.4 therefore might not be applicable due to the regulations in the freedom of press act (1949:105) and the public access to information and secrecy act (2009:400), or other legislation of relevance for e.g. the obligation to provide public documents and information. The same applies to a Licensee who also is obliged to respect said legislation.

13.6. Lantmäteriet considers that the type of confidential information that is referred to in paragraphs 13.1-13.2 can be given secrecy protection with the support of paragraph 31:16 of the public access to information and secrecy act (2009:400).

13.7. Lantmäteriet shall inform *the Licensee* if Lantmäteriet receives an application to examine public documents or view information that may contain confidential information concerning *the Licensee*, and shall keep *the Licensee* informed of how the application is handled by Lantmäteriet.

14. Responsibility

14.1. Lantmäteriet has the responsibility for the technical functionality of the real property register and that the contents in an order for *geodata* agree with the information in the real property register.

14.2. *The Licensee* is informed that the State has a statutory responsibility in accordance with paragraph 19:5 of the real property formation act (1970:988) and paragraph 19:37 of the land code (1970:994) for losses that arise as a result of technical errors in the real property register or in equipment that is connected to the register at Lantmäteriet, a land registration authority, a cadastral authority or the type of authority that is defined in paragraph 4:34a in the real property formation act (1970:988). The State also has responsibility, in accordance with paragraph 13 of the real property register act (2000:224), for damages to and violations of personal integrity of the person registered that can arise as a result of actions that conflict with the requirements of the real property register act.

14.3. *The Licensee* is informed that *geodata*, as regards the contents, is consistent with established specifications and descriptions. Lantmäteriet strive to make sure that the information in *geodata* is as correct as possible, but cannot guarantee that is the case.

14.4. Lantmäteriet disclaims all responsibility for all forms of damage or problems caused by technical problems in the systems through which *the geodata* is supplied.

14.5. Lantmäteriet disclaims all responsibility for errors in or changes to *geodata* that may occur after delivery/*distribution* to *the Licensee*, or where information has become beyond Lantmäteriet's control.

14.6. Lantmäteriet disclaims all responsibility for all forms of damage or problems that may occur as a consequence of the use or presentation of *geodata*, alone or together with other information, and for problems/damage caused by misinterpretation of information in the *geodata*.

14.7. Lantmäteriet is not responsible for the marketability of *geodata* or for its suitability for a specific use.

14.8. Lantmäteriet disclaims all responsibility for indirect damage, costs or losses including low or non-profitability due to breakdowns in the system or in production, *end-users* financial claims against *the Licensee* and for *the Licensee's* commitment towards the *end-user*, with the exception of the responsibility that can be a consequence of paragraph 11.5, for loss of data, information or other inconveniences.

14.9. Both parties have a common interest to ensure that *the geodata* and *derived products* contain correct factual information. The parties accept, however, that there may be deficiencies and errors in *geodata*. Should errors or deficiencies be found, *the Licensee*, with the aim of increasing the quality of the *geodata*, shall report such findings to Lantmäteriet for evaluation and for taking possible corrective measures.

14.10. Should party be liable to pay damages to the other party, the damages should only cover damage that the defaulting party could reasonably have foreseen at the time when *the agreement* was established/the

performance was completed and, under no circumstances, can compensation for indirect or resulting damage be paid.

14.11. It is the responsibility of the party who claims that a breach of contract has taken place to take all necessary measures to minimize consequential damage. Should the party fail to do so, the damages should be adjusted.

14.12. If Lantmäteriet is unable to deliver according to the agreed timetable, Lantmäteriet shall inform *the Licensee* of the delay and provide information regarding when the delivery can be made.

14.13. Lantmäteriet shall correct errors in the order and delivery systems as soon as possible.

15. Order

15.1. *The Licensee* obtains access to *geodata* by placing orders via Lantmäteriet's order system, by technical connections to Lantmäteriet's visualization service, via Lantmäteriet's services for direct access, or in other agreed ways.

15.2. Special terms, conditions and routines apply for access to Lantmäteriet's order system.

15.3. Current terms conditions that apply for orders and deliveries can be found on Lantmäteriet's homepage at www.lantmateriet.se.

15.4. A separate agreement is required for connection to Lantmäteriet's direct access and visualization services.

16. Fees and invoicing

16.1. *The Licensee* will be invoiced for fees in accordance with current fee levels as published in *LMFS* and with what is stated in the agreed *derived products agreement*. *LMFS* is available on Lantmäteriet's homepage www.lantmateriet.se.

16.2. Unless otherwise specified above, *the Licensee* shall pay fees to Lantmäteriet for all *geodata* that is supplied and for all grants of use as well as for *distribution of data* that *the Licensee* supplies to the *end-user* in accordance with *the agreement*.

16.3. License and transaction fees will be invoiced in arrears in accordance with the statement of accounts provided by *the Licensee*.

16.4. Subscription and updating fees will be invoiced in advance.

16.5. Administrative charges might be invoiced after completed delivery.

16.6. Taxes and other charges will be invoiced in accordance with current legislation.

16.7. Invoices shall be paid within 30 days from the date of the invoice.

16.8. *The Licensee* has full financial responsibility for possible client losses.

Fees on geodata provided to public authorities part of the Geodata co-operation (data sharing)

16.9. Public authority part of *the Geodata co-operation* (data sharing) pays a predetermined annual fee for the data sharing license. Such fee is determined at a parties meeting and is managed by *the Geodata administration*. The license fee include use of both un-processed and procced *geodata*, and also provide the data sharers with a right of use without additional fees, even when delivery of *geodata* or a *derived product* is made through Lantmäteriet.

16.10. Administrative charges are included in the fees for data sharing, but that is conditioned upon the order being made with Lantmäteriet by the data sharing authority itself. Delivery of ordered *geodata* can be made to optional recipient. The number of deliveries included in the data sharing license is stated in the product catalogue on Lantmäteriet's homepage www.lantmateriet.se.

16.11. Further information can be found in "Instructions for further processor".

17. Reports

17.1. For the purpose of invoicing fees for public use, commercial end use, non-commercial use and research and education, in accordance with Section 16, *the Licensee* shall report all new grants to *end-users*, as well as changes to previously made agreements to Lantmäteriet. Reports shall be submitted on a monthly basis and, at the latest within the month following the completed transaction.

17.2. Reports regarding the use of *geodata* in *derived products* shall be done in accordance with *derived product agreements*.

17.3. Reports shall be done in Lantmäteriet's order system or in a special document, based on a separate agreement, and in accordance with the instructions that can be found on Lantmäteriet's homepage www.lantmateriet.se.

Reports on geodata provided to public authorities part of the Geodata co-operation (data sharing)

17.4. When unprocessed *geodata* has been provided to, or in a *derived product* made accessible to, public authorities part of the *geodata* co-operation (data sharing), *the Licensee* shall for statistics purposes report such use to Lantmäteriet.

18. Auditing

18.1. Lantmäteriet reserves the right, at its own expense and with the help of independent auditors and/or consultants or Lantmäteriet's own staff, to visit *the Licensee* at his premises to examine documents and registers which are the basis for determination of the fees that *the Licensee* shall pay to Lantmäteriet in accordance with *the agreement*, and to ascertain whether *the Licensee* fulfils other obligations that are stipulated in *the agreement*. Notice of such audits shall be given at least 15 days prior to the audit and be carried out during normal office hours. If requested by *the Licensee*, Lantmäteriet shall ensure that the appointed auditor/consultant/Lantmäteriet's staff member treat all information that is made available during the audit as confidential.

19. Force majeure

19.1. If, due to factors over which *a party* lacks control, such as decisions by government authorities, industrial disputes, fire, lightning, war, mobilisation, seizure, requisition, general lack of materials, lack of transport or delays by sub-contractors of an extent envisaged in this paragraph, the party is unable to discharge his commitments in accordance with the agreement, the party shall be released from the commitment embodied in *the agreement*. The parties agree that a public authority's decision regarding the Covid-19 outbreak constitutes as such a circumstance that can release the parties from the obligations under the agreement.

19.2. If the implementation of *the agreement* is significantly hampered or prevented due to a circumstance specified above, each party has the right, without liability to pay compensation or damages, to inform the other party, in writing, of the whole or partial termination of *the agreement*.

20. Additions and changes

20.1. Lantmäteriet holds the right to unilaterally, regardless of reason and time, make changes and additions to *the general terms and conditions on commercial further processing*.

20.2. *The Licensee* shall be notified of changes and additions to *the general terms and conditions on commercial further processing* at least three (3) months before the change or addition enters into force.

20.3. Current *general terms and conditions on commercial further processing* are always available at Lantmäteriet's homepage www.lantmateriet.se.

20.4. Changes and additions to other parts of *the agreement* than *the general terms and conditions on commercial further processing* shall be made in writing and signed by both parties in order to be valid.

21. Disputes

21.1. Disputes concerning the making, implementation, interpretation or other type of dispute that is related to *the agreement* shall be settled in a Swedish court of law. Swedish law applies for *the agreement*.

21.2. Disputes between two government authorities shall be settled by negotiations between the disputing parties.

21.3. Should disputes arise relating to interpretation of the contents of *the agreement*, the Swedish version shall prevail.

22. Transfer of the agreement

22.1. *The Licensee* does not have the right to transfer the agreement either partially or wholly.

23. Reconciliation

23.1. During the duration of *the agreement* and if considered necessary, reconciliations will be carried out with the participation of representatives for parties. Both parties can request such a reconciliation.

23.2. Lantmäteriet has the responsibility for summoning the parties to such reconciliation.

24. Contact persons

24.1. Contact persons in matters concerning *the agreement* are the signatories of respective party.

24.2. A contact person can be replaced by another person. The parties undertake to inform the other party about replacement of a contact person.

25. Period of validity and termination

25.1. *The agreement* is valid from the date of signature by both parties, until further notice

25.2. A party has the right to terminate *the agreement*, in writing and without giving reasons with at least two (2) months' notice.

25.3. A party has the right to terminate *the agreement* with immediate effect should substantial breaches of the terms and conditions of the contract occur.

Examples of substantial breaches include:

- a) delays in delivery exceeding 30 days from the promised date of delivery;
- b) delays in payment exceeding 30 days from the date of *the Licensee's* receipt of a written reminder;

- c) when the use of/grant of rights to geodata has taken place in conflict with the terms and conditions and/or decision, and rectification has not been done within 30 days of a request;
- d) failure to submit information for invoicing of fees within 30 days of a request; and
- e) failure to ensure that an end-user receives necessary information about terms and decisions within 30 days of receipt of a request.

25.4. Lantmäteriet has the right to terminate *the agreement* with immediate effect if *the Licensee* is declared bankrupt, if liquidation proceedings or composition arrangements have begun, or if other insolvency has arisen.

25.5. Lantmäteriet has the right to terminate *the agreement* with immediate effect when formal decisions by government authorities make this necessary.

26. Implications of termination and cancellation

26.1. Should *the agreement* cease to be valid, *the Licensee* shall ensure that *geodata*, and copies of it, as well as other materials that *the Licensee* has received in accordance with *the terms and conditions of the agreement* are returned to Lantmäteriet by the date of the termination of *the agreement* at the latest.

26.2. Immediately following the cessation of *the agreement*, all accrued fees and/or other obligations related to the cancelled part of the agreement become due for payment and/or execution.

26.3. *The Licensee* shall inform *end-users* that *the agreement* between Lantmäteriet and *the Licensee* is no longer valid and that *the end-user* must contact Lantmäteriet, or other VF 1 to Lantmäteriet, in order to obtain *geodata*.