

**Please note:**

*Drafts of License Agreements that have been drawn up on the basis of this sample always require a final review for the specific individual case (especially for completeness and consistency), since it is not possible to provide a universal sample for all conceivable cases. In individual cases, it may be necessary to regulate aspects beyond what is provided for in this sample. This is the responsibility of the authority using the sample for its purposes.*

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Lizenzgeber

GZ: Geschäftszeichen

Anschrift

PLZ Anschrift

WWW

## License Agreement with acknowledgement of the General Terms and Conditions for Provision and Use of Geospatial Data (AGNB)

The subject matters of this agreement is the provision of geospatial data of the **Licensor** respectively the granting of usage rights to these (pursuant to the **Annex** on Geospatial Data/Fees).

**1. Licensee:** **if appropriate contractor or service provider:**

Name(s)

Name(s):

Address

Address.:

Postcode, City

Postcode, City:

**2. Licensed geospatial data and usage:**

The licensed geospatial data is listed in the **Annex** on Geospatial Data/Fees. The granted use results from the **Annex** on the AGNB and the **Annex** on Geospatial Data/Fees.

**3. Fees:**

The fees *in the amount of xx € p.a.* are based on the **Annex** on Geospatial Data/Fees and will be charged in a separate invoice.

**4. AGNB:**

The Licensee has read the **Annex** on the AGNB. With my signature I acknowledge the AGNB.

**5. Duration/Termination** (optional for recurring services):

*This agreement will enter into force upon signing. The duration is **one/five year(s)** and after this period shall be extended by one year at a time, unless it will be terminated in writing by one of the parties of this agreement with a period of notice of **six month**s prior to expiry.*

**6. This License Agreement is written in German and English. In the event of any contradictions between the German text and the English text of this License Agreement, the German text prevails.**

\_\_\_\_\_  
(Place, date)

\_\_\_\_\_  
(Signature Licensee)

\_\_\_\_\_  
(If appropriate signature contractor)

## Annex on Geospatial Data/Fees **Example**

1. Data specification	
Product(s):	Official House Coordinates of Germany – HK-DE Official Building Polygons of Germany – HU-DE
Data type:	Geo-referenced vector data
Content:	Information of the German real estate cadastre
Geo referencing:	HK-DE: ETRS89/UTM in zone 32 HU-DE: ETRS89/UTM in zone 32 and zone 33
Spatial division:	HK-DE: nationwide HU-DE: nationwide
Data format(s):	HK-DE: text file with latin characters in UNICODE; character encoding: UTF-8 HU-DE: Shape
Data provision:	Download service

2. Basis for billing	
Type of data update:	HK-DE: total data records HU-DE: total data records
Update interval:	HK-DE: semi annual HU-DE: annual
Types of use:	Internal use (HK-DE, HU-DE)  External use: <ul style="list-style-type: none"> <li>Transfer in unmodified form (reselling) (HK-DE, HU-DE).</li> <li>Transfer in modified form (enrichment) in derived products or derived services without the right to sublicense (HU-DE)</li> </ul>

<b>3. Fees</b> The amount of fees is calculated according to the AdV-Fee Directive (AdV-GR) in the version valid at the time the geospatial data is distributed			
Use	Geospatial data	Fee	VAT
Annual fee for the provision and the right to internal use and external use to transfer in modified form (enrichment) in derived products and derived services without the right to sublicense	HK-DE	6,000.00 € p.a.	xxx €
	HU-DE	4,000.00 € p.a.	xxx €