

General Terms for the Provision and Use of Geo Data, Geo Data Services and Products of the des [Lizenzgebers]

(General Terms of Business and Conditions of Use - AGBN)

1. Scope

- 1.1. Deliveries and services of **des [Lizenzgebers]** (referred to in the following as: Licensor) as well as the use of geo information (referred to in the following as: Data), geo data services (referred to in the following as: Services) and other products of the Licensor are executed on the basis of the following terms which apply at the time of delivery, service or use. Deviating regulations only apply if these have been agreed on in writing by the Licensor and the user (referred to in the following as: Licensee or Customer). General terms of business of the Licensee or Customer are not recognized by the Licensor.
- 1.2. **Optional:** An amendment to the AGBN including presentation of alterations made is notified to contract customers by email with reference to § 308 No. 5 BGB (German Civil Code). On expiry of an appropriate deadline for filing objection, specified in the respective notification, the amended AGBN version is deemed as accepted in the contractual relationship (prom forma approval), unless the contract customer exercises his right to objection within the specified deadline. This consequence is referred to specifically in the respective email.

2. Legal Notice

- 2.1. The Licensor holds all rights to data, services and other products he provides. He especially hold copyrights to cartographic works, rights to aerial photographs and the rights as database producer pursuant to the Copyright Act (UrhG). The data, services and other products are also subject to the terms of **der Rechtsvorschrift(en), Quelle**. Any use of the data, services and other products by means of reworking, copying, digitalizing, transferring, publication, presentation on the internet or in any other manner, which exceeds the following terms, is only admissible with written approval from the Licensor. Infringements may lead to penalty pursuant to **Rechtsvorschrift, Quelle** and sentence pursuant to §§ 106 ff. UrhG.
- 2.2. **Optional:** The Licensor holds the rights to provide further data, services and products which have been provided by him by order of third parties. The licensor exempts the Licensee from any claims for damages on the part of third parties with regard to the rights for data provided.
- 2.3. The terms of the **der Rechtsvorschrift, Quelle** and the Data Protection Act of the **Freistaats... / Landes...** apply for the use of personal data of the Land Survey Register.
- 2.4. **Optional:** [Legal basis for the use of geo specialist data or special legal usage restrictions or notices, e.g. for cadastral surveys or data of the Land Survey Register]

3. Conclusion of the Contract

A contract between the Licensee and the Licensor only comes into effect on conclusion of a written License Agreement, by written or electronic order confirmation by the Licensor or by fulfillment of an order by the Licensee.

4. Allocation of Costs in the case of Existence of a Right of Withdrawal

If the Licensee is a consumer, he is entitled to a right of withdrawal for distance contracts pursuant to § 312d BGB. For provision of services, the terms in No. 13.1 apply. For the delivery of goods, the terms in No. 13.2 apply. A consumer is an individual who concludes a legal transaction for a purpose which cannot be allocated to his/her commercial or any other independent professional work.

5. Shipment and Data Transfer

- 5.1. The shipment of analog products is made at the cost **und Gefahr** of the customer. If the customer is a consumer, risk of accidental loss and accidental deterioration passes on to the customer on transfer of the analog products sold.

- 5.2. The Licensor remains owner of the products until full payment has been made.
- 5.3. The customer is obliged to check shipments for completeness immediately after receipt. Incorrect or incomplete shipments or other obvious defects must be claimed within **zwei Wochen** of receipt. Data must be checked within 3 months after receipt. Hidden defects must be claimed immediately after being identified within one year after receipt of delivery. Claims will only be considered if submitted within the aforementioned deadlines.
- 5.4. If the customer is a consumer, he must claim any defects within 2 years of receipt of the delivery. In the case of timely and substantiated notification of defect, he is entitled to the respective legal rights. However, he can only claim damages if he has submitted notification of defects within one year of receipt of the delivery.

6. Use for private and other personal use

- 6.1. The Licensee is entitled the non-exclusive right, which with the exception of No. 8.1 is not assignable, to use the data, services and other products provided by the Licensor within the internal area of the Licensee. This includes placing such data into a local network of the Licensee for the agreed number of workstations and copying for internal use.
- 6.2. If use of data, services and other products is restricted to a specific number of workstations, obtaining of a further license is required prior to use exceeding such figures. A workstation refers to each technical unit on which the data (also in reworked form), services and other products are used by the Licensee.
- 6.3. The Licensee must take appropriate action to ensure that third parties gain no access to data, services and other products and that staff of the Licensee do not use these for their personal purpose or make them accessible to third parties. The Licensee must provide the licensor with information of measures taken, on request.

7. Presentation, Distribution and public rendering

- 7.1. The Licensee may present the data – **mit Ausnahme personenbezogener Daten**, at trade fairs and similar events at which he participates as exhibitor or organizer.
- 7.2. The Licensee may publish an extract of data, **mit Ausnahme personenbezogener Daten**, in the form of raster data on the internet, if access to the website is free of charge, data per website (internet domain) do not exceed a range of 10 static images each of maximum 1 million pixel, and a source reference is given pursuant to No. 7.3 as a link to the website of the Licensor. This does not apply for web-mapping services or similar displays.
- 7.3. The Licensee is obliged to attach a clearly visible source reference to each public rendering, distribution or presentation of data as well as for each publication or exploitation of a processed or reworked version. This source reference is to be formed as follow:

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8. Assignment of a Contractor

- 8.1. The passing on of products and data to a contractor of the Licensee is admissible in so far as such is required for use pursuant to No. 6.
- 8.2. In the case of passing on of products and data to a contractor the Licensee must ensure the contractor confirms in writing that he will only use such data for the processing of the order, he will not make such data accessible to third parties and he will delete all data, including interim products, working copies and similar items in his possession after completion of the order.
- 8.3. In the case of use of services, paragraphs 8.1 and 8.2 apply accordingly.

9. Payments / Fees

- 9.1. There is a charge for the provision and use of data, services and products, unless regulated otherwise. The amount of costs is based on **den einschlägigen Vorschriften (Rechtsvorschrift, Quelle)** which apply at the time of delivery or use of the services. *The Licensor informs the Licensee of amendments to **einschlägigen Vorschriften** at the latest three months before they come into effect. If payments/fees increase by more than 2 %, the Licensee is entitled to a special right of termination until the time when the respective regulation comes into effect.*
- 9.2. The amount is due on receipt of payment. This is to be paid net within 30 days of receipt, unless specified otherwise in the invoice.

10. Warranty, Liability

- 10.1. The Licensor provides the data, services and products with the due care required for the fulfillment of his public tasks. The specifications and quality feature referred to by the Licensor in product descriptions or similar documents apply with regard to the availability and quality of the data, services and products. However, the Licensor accepts no guarantee for the correctness and completeness of the data or the continued availability of services. The Licensor gives notification of planned amendments to the provision of data, services and products as soon as possible in an appropriate manner prior to such execution, in so far as it can be assumed that such amendments are not insubstantial from the viewpoint of the Licensee. The period between notification of a substantial amendment and its execution is normally twelve months.
- 10.2. The Licensor is only liable for damage caused by use of the data, services or other products in the case of intentional or gross negligent infringement of duties on the part of his legal representatives or his vicarious agents. The Licensor is also liable in the case of simple negligence for damage arising from injury to life, body or health as well as damages arising from infringement of a substantial contractual duty (a commitment whose fulfillment enables fulfillment of proper execution of the contract and on the observance of which the contractual partner relies and may rely); in the later case, liability is restricted to compensation for the foreseeable, typical form of damage occurring.
- 10.3. The Licensee is liable to the Licensor for infringement of these terms of use, especially in the case of use contrary to agreement or for damages arising from the passing on of data or access codes for services by the Licensee or his employees.
- 10.4. If the Licensee is not satisfied with data, services, products or a statement of the Licensor with regard to observance of the terms of use, **contact partner** is available to him as a contact partner. The Licensee can address his issue to **<email address of the specified center>**.

11. Storage of Customer Data

Contact information of the Licensee may be stored electronically by the Licensor and processed in accordance with the Data Protection Act of the **Freistaats ... / Landes...**. The German Broadcast Media Act applies for teleservices.

12. Final Clauses

- 12.1. The parties agree that the invalidity or unenforceability of individual regulations do not affect the overall validity of these AGB. If individual regulations are invalid or unenforceable, the parties undertake to reach mutual agreement in good faith to find a regulation appropriate for both parties. The latter also applies for the filling of any legal gaps.
- 12.2. If the contractual parties are businessmen, body corporates under public law or public fund assets, or of at least one of the contractual parties does not have a domestic general venue of jurisdiction, **Ort** is the venue of jurisdiction for all legal disputes arising in connection with the use of data and services. The law of the federal Republic of Germany applies.

13 Instructions concerning Cancellation Policy

- 13.1 With regard to the provision of **services** you can cancel your contract declaration within 14 days without specifying reasons, in text form (e.g. letter, fax, email). This period commences on receipt of these instructions in text form, but not prior to conclusion of contract and not prior to fulfillment of our duties to inform pursuant to Art. 246 § 2 in connection with § 1 Sect. 1 and 2 of the introductory law of BGB. Punctual sending of the cancellation is sufficient for safeguarding the cancellation period. The cancellation is to be addressed to the Licensor, address, post code, town.

Consequences of Cancellation: In the case of an effective cancellation, the mutual services received are to be returned and any use made (e.g. interest) also returned. If you are not able to return or issue the service and use (e.g. benefits of use) received, or cannot return such partially, or can only return such in a deteriorated condition, you are obliged to compensate us for the respective value. This may result in you having to fulfill the contractual payment obligations for the period until cancellation. Obligations to reimburse payments must be fulfilled within 30 days. This period commences for you when you send your declaration of cancellation, and for us when we receive such.

Your right of cancellation expires early, if the contract has been fulfilled by both parties at your express request, before you have exercised your right of cancellation.

- 13.2 With regard to the delivery of **goods**, you can cancel your contract declaration within 14 days without specifying reasons, in text form (e.g. letter, fax, email) or – if the item is surrendered to you prior to the expiry date – also cancel by means of returning the item. The period commences on receipt of these instructions in text form, but not prior to receipt of goods at the recipient's (in the case of repeated delivery of equivalent goods, not before receipt of the first part delivery) and also not prior to fulfillment of our duties to inform pursuant to Art. 246 § 2 in connection with § 1 Sect. 1 and 2 of the Introductory Act to the BGB. Punctual sending of the cancellation or the item is sufficient for safeguarding the cancellation period. The cancellation is to be addressed to the **Licensor, address, post code, town**.

Consequences of cancellation: In the case of an effective cancellation, the mutual services received are to be returned and any use made (e.g. interest) also returned. If you are not able to return or issue the service and use (e.g. benefits of use) received, or cannot return such partially, or can only return such in a deteriorated condition, you are obliged to compensate us for the respective value. You must only provide compensation for deterioration of the item if such deterioration is caused by handling the item in a manner which exceeds mere inspection of features and functions. You must only compensate for benefits of use if you have used the goods in a manner which exceeds inspection of the features and functions. The term "inspection of features and functions" refers to the testing and trying of respective goods as is, for example, normal and usual in a normal shop.

Items which can be sent by parcel post are to be returned at our risk. You bear the regular costs for return, if the goods delivered complies with the goods ordered and if the price of the item returned does not exceed an amount of 40 EUR or, in the case of a higher priced item, you have not provided respective consideration or a contractually agreed part payment at the time of cancellation. Otherwise, return of the item is free of charge. Items which cannot be sent by parcel post will be collected from your address.

Commitments to reimburse payments must be fulfilled within 30 days. This period commences for you when you send your declaration of cancellation or item, and for us when we receive such.

A right to cancellation does not exist for delivery of goods made pursuant to customer specifications (e.g. printouts, plots or data provided in accordance with customer request) and also not for deliveries of video recordings or of software, in so far as you have unsealed the data carriers delivered.

Optional: I accept the foregoing AGB an. I have been informed of Number 1.2 and its importance.

Signature Licensee: _____