

# Terms and conditions for non-commercial end-use

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## 1. General

- 1.1. Lantmäteriet provides licensed geodata products.
- 1.2. For Lantmäteriet to provide licensed geodata products, a license agreement is entered into between Lantmäteriet and the Licensee regarding Lantmäteriet's provision of geodata and Licensee's use of the licensed geodata products (the License Agreement).
- 1.3. These terms and conditions are part of the License Agreement and relate to the Licensee's commercial end-use of the licensed geodata products (License terms).
- 1.4. The Product specification and delivery note included in Lantmäteriet's confirmation of Licensee's order (Product specification and delivery note) is also a part of the License Agreement.
- 1.5. In addition to terms defined in the License Agreement, the Appendix [Definitions \(pdf\)](#) describes definitions and terms used in other agreements applied by Lantmäteriet.

## 2. Non-commercial end-use

- 2.1. Non-commercial end-use applies to activities which are not conducted professionally or for commercial purposes. The activities can be conducted for non-profit purposes by non-profit organizations or for private use.

## 3. Supply of geodata products

- 3.1. Lantmäteriet undertakes, in accordance with the terms of the License Agreement, to provide the Licensee with licensed geodata products according to product specification and delivery note (geodata products).

## 4. The Licensee's right to use geodata for non-commercial end-use

- 4.1. The Licensee is granted a non-exclusive, non-transferable, right to use the geodata products as follows (the License). The Licensee is entitled to:
  - 4.1.1. Store geodata products (however, see specific usage conditions 4.3.3 and 4.3.4. below).
  - 4.1.2. Use geodata products internally within the organization.

**4.1.3.** 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;

**4.1.4.** Make geodata products available to a third party in order to inform about the activities of the Licensee's business, for instance by an e-service on the Internet. 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;

**4.1.5.** Produce and make printed geodata products available in analogue form;

**4.1.6.** Produce and make print files, print originals and digital illustrations available;

**4.1.7.** When the geodata product is made available in digital form to third parties, the Licensee's own information shall be added and of primary interest for the third party;

**4.1.8.** 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.

## **4.2.** Limitation of the right to use geodata:

**4.2.1.** Geodata products shall not be made available beyond what is specified above;

**4.2.2.** 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;

**4.2.3.** The Licensee may not make unprocessed or processed geodata products available for a third party to process beyond what is specified above;

**4.2.4.** 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 areas as well as printability are however permitted;

**4.2.5.** When publishing geodata on the internet, the geodata must be published in a composite raster format, such as .gif, .jpeg or -.pdf format. Vector data may be used to produce raster images for publishing.

**4.2.6.** Natural or legal members of the Licensee's organization are not entitled to use the geodata covered by the license for purposes other than the purposes stated in the statutes of the organization.

### 4.3. Specific usage conditions:

4.3.1. 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;

4.3.2. Real property information, including personal data, is only allowed for those licensees and purposes 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;

4.3.3. 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.

4.3.4. 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.

4.3.5. 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 licensed geodata product may not be processed in contravention of this regulation or supplementary Swedish legislation: and

4.3.6 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.

## 5. Obligations of the Licensee

5.1. 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.

5.2. The Licensee shall take appropriate measures to prevent Lantmäteriet's geodata from being used improperly (in breach with the license terms). The Licensee shall ensure that only those authorized personnel within their own organization have access to the information, i.e. those who require it for their professional practice.

**5.3.** The user shall take appropriate information security- and IT-security measures in the use of geodata in accordance with the License Agreement. The security measures must be in line with the protection value of the information. In the case of lifecycle management, development or other measures of the IT environment, where Lantmäteriet's information is processed, the applications must be tested or verified before they are put into operation. This is to ensure that the information, for example, is not distorted or made available to unauthorized persons.

**5.4.** In the event of an incident, the Licensee shall immediately contact geodatasupport@lm.se (office hours) or the Officer on standby (outside office hours) telephone 0771-800 900 in cases where knowledge is obtained of cases or suspected cases where geodata is used unauthorizedly or unauthorized. Measures must be taken promptly to prevent unauthorised access and minimise any damage/risk

**5.5.** The Licensee shall promptly notify Lantmäteriet of any claim for compensation from a third party due to alleged infringements by Lantmäteriet's geodata or geodata services on any third-party intellectual property rights.

## **6. Obligations of Lantmäteriet**

**6.1.** 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 License Agreement infringes the rights of third parties, Lantmäteriet shall at its own expense provide the Licensee reasonable assistance.

## **7. Disclaimer**

**7.1.** Lantmäteriet disclaims all responsibility for errors, delays, interruptions or other failures, which may occur in the technical services and thereby disturb the accessibility of geodata products, 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 products. Lantmäteriet also disclaims all responsibility for damage or any kind of other inconvenience that may occur as a consequence of the use of geodata products alone or in combination with other information. Lantmäteriet disclaims all responsibility for errors in or changes to the geodata products that may occur after delivery/distribution to the end user, or where the information is beyond Lantmäteriet's control.

## **8. Fees**

**8.1.** Lantmäteriet's geodata products are provided against license fee paid by the Licensee.

**8.2.** License fees are based on the fees for basic geographical information and real property information as well as geodesy and mortgage deeds

system (LMFS) at the time the License Agreement is entered into force, and are adjusted in accordance with current LMFS.

8.3. Current LMFS is available at [Lantmäteriet's website](#).

## 9. Credit reports

9.1. Lantmäteriet retrieve credit and solvency information of customers, when the order exceeds 10 000 SEK.

9.2. If Lantmäteriet assess that the Licensee are not creditworthy to get 30-day credit invoice, Lantmäteriet can instead offer advance payment as an alternative.

9.3. If new order is submitted within three months, no new credit and solvency report is obtained.

## 10. Cancellation right for consumers

10.1. The Distance and Doorstep Sales Act (2005:59) gives consumers a certain right to withdraw from agreements that have been entered into at a distance (cancellation right). However, Lantmäteriet may, before the end of the cancellation period, begin the delivery of a service or the preparation of a product which requires client-specific adjustments, unless the client has explicitly opposed this. In such cases, there is no cancellation right.

## 11. Invoicing

11.1. License fees are paid in accordance with the terms and conditions stated in the invoice. Payment shall be made within 30 days of the invoice date. Overdue payments incur a default fine and default interest on overdue payment in accordance with the Interest Act (1975:635).

11.2. Legislated taxes and fees are also added.

## 12. Delivery

12.1. Normal delivery time for real property information is 5 working days and for geographic information within 24 hours during weekdays.

12.2. If Lantmäteriet is unable to deliver on time, or recognizes that delays may arise, it should without delay notify the recipient in writing and state the reason for the delay and, if possible, specify an estimated time of delivery. If such a notification has been sent, Lantmäteriet is not liable for delayed deliveries.

12.3. Incorrect deliveries are re-delivered immediately at no additional cost. Such complaints should be submitted to Lantmäteriet within 30 days of receiving the delivery.

### 13. Personal data processing

13.1. Prior to Lantmäteriet's entering into agreement on supply of geodata and the Licensee's use of geodata products, the Licensee may need to provide certain personal data (e.g. name, address, personal identity number). Corresponding data may be required from legal entities as well (name, address and corporate identity number).

13.2. When collecting personal data Lantmäteriet has to provide certain information to the data subject. This information can be found at [Lantmäteriet's website](#) or by contacting our customer service at 0771-63 63 63.

### 14. Period of validity and termination

14.1. The License Agreement regarding *engångsuttag* (*one-time withdrawal*) of geodata product is valid from the date Lantmäteriet confirmed the order from the Licensee until further notice. Lantmäteriet and the Licensee respectively has the right to terminate the License Agreement in writing concerning onetime fee without giving any reason with at least two (2) months' notice.

14.2. The License Agreement regarding *abonnemang* (*subscription*) of geodata product is valid one year from the date Lantmäteriet confirmed the Licensee's order and then automatically extended one year at a time, provided that Lantmäteriet and the Licensee respectively have not terminated the agreement in writing not later than two (2) months before the expiration of the current contract period.

14.3. Lantmäteriet and the Licensee respectively have the right to terminate this agreement immediately in cases of significant breaches of contract. Examples of significant breaches include:

- delay of payment for more than 30 days after a written reminder has been received by the Licensee;
- use of geodata products or sharing access to geodata products in breach of the terms and conditions and/or decision, and the breach has not been duly rectified upon request.

14.4. Lantmäteriet has the right to terminate the License Agreement with immediate effect if the Licensee is declared bankrupt, if liquidation proceedings or composition arrangements have begun, or if the Licensee has otherwise been found insolvent.

14.5. Lantmäteriet has the right to terminate the License Agreement with immediate effect when formal decisions by government authorities make this necessary.

### 15. Implications of termination

15.1. Subscription agreement

**15.1.1.** 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. This does not apply if the Licensee is legally obliged to preserve copies or similar which have been created by the obtained geodata.

**15.1.2.** If the license agreement has the form of a subscription agreement 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.

## **15.2. One-time agreement**

**15.2.1.** A License agreement with a 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.

## **16. Changes and additions**

**16.1.** Lantmäteriet holds the right to make changes and additions to the terms and conditions and its annexes without consulting the Licensee. Current general terms and conditions are always available at [Lantmäteriet's website](#).

**16.2.** Other changes and additions to the License Agreement than specified in section 16.1 shall be made in written additions to the License Agreement and signed by both parties to be valid.

## **17. Force majeure**

**17.1.** Lantmäteriet and the Licensee respectively are not liable to follow the License Agreement in case circumstances beyond their control prevent them from doing so.

**17.2.** Lantmäteriet and the Licensee respectively have a right to cancel the License Agreement, in part or in full, if circumstances such as those in section 17.1 are, or becomes, permanent. Cancellation shall be preceded by a written statement of termination, with a stated reason for the cancellation.

## **Dispute**

**18.1.** Disputes regarding the interpretation and application of the License Agreement shall be settled by a Swedish court. The License Agreement is subject to Swedish legislation.

**18.2.** Should disputes arise relating to interpretation of the contents of the License Agreement, the Swedish version shall prevail.