

Bundesamt für Kartographie und Geodäsie
Richard-Strauss-Allee 11
60598 Frankfurt am Main
www.bkg.bund.de

Licence no. [REDACTED]

Re

**Licence Agreement on the Use of
Spatial Base Data and Spatial Thematic Data
as well as Geo-Services of the
Bundesamt für Kartographie und Geodäsie
(Federal Agency for Cartography and Geodesy)
(„the Agreement“)**

between the Federal Republic of Germany, represented by
the Bundesamt für Kartographie und Geodäsie
Richard-Strauss Str. 11
60589 Frankfurt/Main
Germany
(hereinafter called Licensor)

and

Google Ireland Limited
Gordon House
Barrow Street
Dublin 4
Ireland

(hereinafter called Licensee).

1. Subject matter of Agreement

Subject matter of this Agreement is

- a) the provision of geodata (hereinafter: data) and geo services (hereinafter: services) of the Licensor in accordance with the enclosure data / services.
- b) the granting of the rights as described in clause 4 below.

2. Definitions

2.1. "Distribution Partner" means [REDACTED]

2.2. "Effective Date" means the date identified in clause 7.1 below.

2.3. "Fees" means the amounts set out in clause 6.1 below.

- 2.4. "Google Products and/or Services" means [REDACTED]
- 2.5. "Google Works" means: [REDACTED]
- 2.6. "Group Company" means in relation to each of the parties any affiliated company to the respective party in the meaning of sec. 15 seqq. of the German Stock Companies Act.
- 2.7. "Intellectual Property Rights" means all copyright, patent rights, trade marks, design right, utility patent, semi-conductor rights, rights in or relating to databases, rights in or relating to computer programs (software), rights in or relating to confidential information, know how and/or company and business secrets, rights in or relating to domain names, and any other intellectual property rights (registered or unregistered, existing or emerging) throughout the world, including expectant rights and rights in or relating to applications and/or imminent registrations.
- 2.8. "Licensed Content" means: all content listed in the enclosure data / services, as provided to Licensee by Licensor.

3. Rights and obligations of the Licensor

- 3.1. All rights (in particular copyrights and related rights) to the Licensed Content will remain with the Licensor and the Laender, respectively. Moreover, the data and services are subject to the provisions of the laws on surveying and cadastre of the different Laender ("States of the Federal Republic of Germany"). The Licensor has the rights to provide the Licensed Content in accordance with the terms of this Agreement and to grant the license rights contained therein. The Licensor indemnifies the Licensee from any possible damage claims made by third parties concerning the rights to the Licensed Content.
- 3.2. The Licensor makes the Licensed Content for the first time available to the Licensee 10 workdays after the Effective Date at the latest, namely by way of the delivery method agreed between the parties in the enclosure data / services.
- 3.3. The Licensed Content will materially comply with the specifications set out in the enclosure data / services and will be of the same quality as the data provided by Licensor to Licensee for evaluation and as other data generally made available by Licensor to other Licensees.
- 3.4. The Licensor informs the Licensee immediately of any delay in delivery, failure of the services used by the Licensee or in case defective data quality has become evident. Further, the Licensor informs the Licensee in due time about any planned modifications of the data contents, formats or services affecting this Agreement.
- 3.5. [REDACTED]

4. Rights and obligations of the Licensee

- 4.1. Licensor grants to Licensee: [REDACTED]

- 4.2. Licensee will not [REDACTED]

- [REDACTED]
- 4.3. The Licensee commits himself to comply with the enclosure **AGNB**, insofar as this Agreement contains no other provisions. In case of a conflict between this Agreement and the **AGNB** the provisions of this Agreement shall prevail.

Any kind of use exceeding the contents of this Agreement and the **AGNB** requires the prior written consent of the Licensor, unless such use is permitted by law.

4.4. [REDACTED]

4.5. [REDACTED]

4.6. [REDACTED]

5. Common obligations

- 5.1. The partners of this Agreement cooperate trustfully.

5.2. [REDACTED]

6. Financial regulations

- 6.1. Provision and use of the Licensed Content by Licensor are offered against payment of a Fee. The total Fees payable by Licensee for the Licensed Content as well as any Updates can be seen in the Fees table of the enclosure data / services.
- 6.2. Licensor shall invoice Google for the Fees in accordance with the timetable in the Fees table of the enclosure data / services. Google shall pay correct invoices within 30 days of receiving them.
- 6.3. The Fees shall include [REDACTED]

7. Duration, termination

- 7.1. The Agreement will enter into force with the last of the parties' signatures below.

7.2. [REDACTED]

- 7.3. The Agreement can be terminated for good cause in writing and without prior notice. A substantial reason is given in particular if the respective other partner in contract infringes an essential obligation under the

contract and does not fulfil his obligations within 60 days after receiving two written requests. In the case of general inability to pay or insolvency proceedings initiated against the Licensee no such written request is necessary.

7.4. After expiry or termination of the Agreement

7.5. Existing duties to pay are not affected by the termination of the Agreement.

8. Liability

8.1. Nothing in this Agreement excludes or limits either party's liability for:

8.2.

8.3.

9. Contact persons

9.1. The following contact persons are nominated by the Licensor:

- Contractual matters: Name: Retzek, Reiner
 Phone: +49 69 6333 349
 E-Mail: reiner.retzek@bkg.bund.de
 Address: Richard-Strauss-Allee 11, 60958 Frankfurt am Main
- Technical matters: Name: Endrullis, Dr. Manfred
 Phone: +49 341 5634 369
 E-Mail: manfred.endrullis@bkg.bund.de
 Address: Karl-Rothe-Straße 10-14, 04105 Leipzig

9.2. The Licensee nominates for

- Contractual matters:

- Technical matters:

Address: [REDACTED]

10. Final provisions

Any changes and supplements to this Agreement have to be in writing. There are no oral subsidiary Agreements.

If any provision or provisions of this Agreement shall be held to be invalid the validity of the remaining provisions shall not in any way be affected thereby. Any provisions of no legal force have to be replaced by legal ones corresponding as closely as possible to the result intended.

Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other.

[REDACTED]

The parties will sign an English language version of the Agreement but agree to attach as **Enclosure Translation** a binding German translation of the Agreement.

Venue for all legal action arising from this Agreement shall be Frankfurt am Main, Germany. The law of the Federal Republic of Germany shall be applied.

11. Enclosures

The following enclosures constitute an integral part of this Agreement:

Enclosure Data / Services

Enclosure General Terms of Business and Use (AGNB)

Enclosure Translation

12. Signatures

Frankfurt am Main, [REDACTED]
Place, Date

Bundesamt für Kartographie und Geodäsie
Richard-Struss-Allee 11 - Telefon 60593-1
60598 Frankfurt am Main

By order of .. [REDACTED]
Licensor

By order of
Licensee

