

Contract for use of data no. KL-(number of the contract)

Date

Regio OÜ, in the person of board member (hereinafter – OWNER) on the one side and in the person of (hereinafter – LICENSEE) on the other side, hereinafter also jointly referred to as PARTIES, have agreed on the following:

1. General provisions

- 1.1. The object of the present contract (hereinafter "CONTRACT") is the **transfer of right of use of digital maps in the form of a raster or vector** belonging to the OWNER.
- 1.2. The present CONTRACT prescribes the rights of the LICENSEE for using the DATA, the full list of which is presented in Appendix 1 of the CONTRACT, to the extent and in the order prescribed by the terms and conditions of the CONTRACT.
- 1.3. In the present CONTRACT, terms are used in the following sense:
 - 1.3.1. COPY – full or partial copy of the DATA in the analogous or digital form (scanned or vectorised);
 - 1.3.2. SAFE COPY – COPY, the aim of which is to protect DATA from accidental destruction or loss;
 - 1.3.3. DERIVATION – data or sets of data acquired as a result of DATA processing (changes, improvements, amendments, generalisations, excerpts, etc.);
 - 1.3.4. TRANSFER – selling, leasing, fee-charging or free giving to use of DERIVATIONS or PRODUCTS created by using the DATA or their COPIES, or making them available to third parties by other means;
 - 1.3.5. PRODUCT – every item or service that is based on DATA or their COPIES or DERIVATIONS;
 - 1.3.6. CONSUMER – any third person to whom LICENSEE or person acting in the name of LICENSEE has transferred PRODUCTS or DERIVATIONS;
- 1.4. The present CONTRACT shall take effect as of the moment of signing and is valid for (the period of validation).

2. Contractual fee

- 2.1. OWNER shall give the LICENSEE the right of use of the DATA determined by the present CONTRACT for (the price of the data).

3. Rights and liabilities of LICENSEE

- 3.1. LICENSEE undertakes to:
 - 3.1.1. refer to the OWNER OF DATA when using DATA for making PRODUCTS. To add to a visible place on the map the number of the licence agreement (KL-number of the contract) and information referring to the copyright of Regio (base map ©Regio 2021);
 - 3.1.2. add the text **Maps OÜ Regio ©Regio 2021**, www.regio.ee, to the list of producers in the source for publication of the PRODUCT made of the DATA;
 - 3.1.3. ensure that the DATA in the file are printed in dimensions that have been agreed upon, i.e. the scale and centering of the map are not changed arbitrarily;
 - 3.1.4. send the maps compiled on the basis of the DATA and designed for publication to the OWNER before publication for reviewing and amending;
 - 3.1.5. if possible, consider the proposals of the OWNER regarding the maps compiled of the DATA;
 - 3.1.6. give a license of the publications of 3 copies of the owner's archive, in which the map has been used.
 - 3.1.7. not use the DATA for the personal goals of the employees of the LICENSEE;
 - 3.1.8. not TRANSFER the DATA during the validity of the CONTRACT or after its termination;
 - 3.1.9. sub-license the right of use of DATA only on the previous written consent of the OWNER;
 - 3.1.10. ensure that the sub-licensees and CONSUMERS of the LICENSEE do not exceed the rights given to them with the present CONTRACT;
 - 3.1.11. inform OWNER of any changes in the name and address of the company or any other data relevant in the present CONTRACT;
 - 3.1.12. at the extinguishment or termination of CONTRACT, on the demand of either of the parties, delete the DATA, COPIES and SAFE COPIES that have been acquired from the OWNER on

- the basis of this CONTRACT and are in possession of the LICENSEE and their sub-licensees in 10 working days starting from the day the CONTRACT was extinguished or terminated.
- 3.2. Sub-licensee has the same obligations, the subject of which is LICENSEE. Sub-licensee has a limited right to the DATA, i.e. the following limitations apply:
 - 3.2.1. sub-licensee has no right to sub-license DATA or use DATA or their DERIVATIONS for their personal goals;
 - 3.2.2. on the consent of LICENSEE, sub-licensee may retain one COPY OF THE DATA and DERIVATIONS for a period of time that is necessary for achieving the goal of the sub-license.
 - 3.2.3. sub-licensee is only allowed to manufacture the PRODUCT in the order prescribed by the LICENSEE;
 - 3.2.4. sub-licensee has no right to transfer PRODUCTS unless LICENSEE and sub-licensee have agreed otherwise on the consent of the OWNER.
 - 3.3. LICENSEE's right of use of DATA includes:
 - 3.3.1. right to use DATA in the publication **name of the publication**;
 - 3.3.2. right to use DATA, COPIES and SAFE COPIES only for the purposes and in the order prescribed by this CONTRACT;
 - 3.3.3. right to sub-license the right of use of DATA and COPIES on the prior written consent of OWNER if the aim is to execute the rights of use of the LICENSEE prescribed by the present CONTRACT;
 - 3.3.4. right to convert DATA (change file formatting);
 - 3.3.5. right to use DATA via an unlimited number of computer-based job positions within their organisation.

4. Rights and obligations of OWNER

- 4.1. OWNER has the right to check the adherence to the terms and conditions of the present CONTRACT. When discovering that the LICENSEE has infringed the right of use and transfer, the OWNER shall immediately, but not later than 7 days after the discovery of the infringement present a written claim to the LICENSEE;
- 4.2. OWNER shall transfer DATA listed in Appendix 1 to LICENSEE in **14** working days after the signing of the CONTRACT by PARTIES; and after the LICENSEE has paid the invoice;
- 4.3. OWNER undertakes to send the opinions and suggestions regarding the maps compiled on the basis of the DATA to be published by LICENSEE and sent for reviewing in **5** working days at the latest;
- 4.4. OWNER undertakes to preserve complete confidentiality in all questions regarding LICENSEE, which have become known to them in relation to performing the present CONTRACT.

5. Supplementary agreements

- 5.1. Parties may conclude supplementary agreements for performing the present CONTRACT.
- 5.2. Supplementary agreements are valid if formed in writing and signed by the PARTIES.

6. Special conditions

- 6.1. Restrictions of the LICENSEE to the right of use and transfer prescribed by the present CONTRACT are exhaustive unless prescribed otherwise by law.
- 6.2. In case of doubt, LICENSEE shall be regarded as having acted according to the provisions of the present CONTRACT unless proved otherwise by OWNER.
- 6.3. In case the reason for the non-performance of the present CONTRACT is force majeure, the party influenced by force majeure shall be exempt from liability. Performance of the CONTRACT shall be suspended during the persistence of force majeure. Force majeure includes strikes, lock-outs, riots, sabotage, acts of war, destruction of installations in fire or as a result of explosions, floods or earthquakes, also other circumstances independent of the will of the parties and recognised as force majeure. Insolvency is not force majeure.

7. Liability of PARTIES

- 7.1. In case of non-performance or inappropriate performance of the obligations assumed with the CONTRACT, PARTIES shall bear the liability prescribed by laws, other legal instruments and the present CONTRACT.
- 7.2. LICENSEE is liable for the prohibited use of DATA or COPIES by third persons who have acquired these from LICENSEE or their sub-licensee. LICENSEE shall not be held responsible if DATA are out of their control as a result of the offence of a third person and if LICENSEE has taken ordinary means to ensure the inviolability of the DATA.

7.3. PARTIES shall be exempt from liabilities in case the non-performance or inappropriate performance of liabilities was caused by force majeure or guilt of the other party.

8. Amendment and termination of CONTRACT

- 8.1. The terms and conditions of this CONTRACT may be changed on the agreement of the PARTIES. Amendments to the CONTRACT shall be formed in writing in two copies.
- 8.2. In case a party of the present CONTRACT infringes an important obligation assumed with the present CONTRACT and the infringement has not been eliminated in 20 days since the receipt of the claim, the other party has the right to terminate the CONTRACT unilaterally by submitting a written notice.
- 8.3. In case of transfer of ownership of the DATA that are the object of this CONTRACT to any person who is not a LICENSEE, the present CONTRACT shall remain valid.

9. Final provisions

- 9.1. In questions not governed by the present CONTRACT, parties shall take guidance from the laws of the Republic of Estonia and other legal instruments.
- 9.2. Disputes arising during the performance and termination of the present contract shall be solved via negotiations. In case an agreement is not reached, the dispute shall be presented to the conciliation committee consisting of two people (one conciliator chosen by the OWNER, the other by the LICENSEE). The decision of the conciliation committee shall not assume the right to solve the dispute in court.
- 9.3. The present CONTRACT has been drawn up in two copies of equal legal force, one of which shall be kept by both parties.

10. Appendices

- 10.1. Appendix 1. List of DATA

11. Requisite information of parties

11.1. OWNER:

Regio OÜ
 Reg. no. 12971967
 Riia 35, 50410 Tartu, Estonia
 Tel: +372 731 0122
 Bank Account: Swedbank SWIFT HABAE2X
 IBAN EE462200221063646646

11.2. LICENSEE:

Name of the company
 Address of the company
 Telephone number

OWNER

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LICENSEE

Name of the cosigner

Contract for use of data No. KL- (number of the contract), Appendix 1

LIST OF DATA

Name of data	Comment	Price

OWNER

LICENSEE

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Name of the cosigner