

Agreement Number – Land Survey Office:  
137668/21

Agreement Number – Acquirer:  
Ref. No.

**AGREEMENT**  
**on the Use of the State map series of Czech Republic**  
**in digital form**

**Czech Republic – Land Survey Office**  
**(original name – “Zeměměřický úřad”)**

Registered office: Pod sídlištěm 1800/9, P. O. Box 21, 182 11 Prague 8, Czech Republic

Represented by: **Karel Brázdil, Office Director**

Identification No.: 60458500

VAT No.: Not a VAT payer

Organization type: State organizational unit

(Hereinafter referred to as the "**Office**")

and

**rdzl – Topo GPS**

Registered office: Duivendaal 1a, 6701 AP Wageningen, The Netherlands

Represented by: **Harmen Warringa**

Identification No.: 30221189

VAT No.: NL817397516B01

Organization type: Legal entity

(Hereinafter referred to as the "**Acquirer**")

**Enter into**

in accordance with Act No. 121/2000 Coll., on Copyright, and regulations related to copyright, as amended (hereinafter referred to as the “Copyright Act”) and in accordance with Act No. 89/2012 Coll., the Civil Code, as in effect (hereinafter referred to as the "Civil Code"), this Agreement (hereinafter referred to as the "Agreement"):

## I.

### **Subject of Agreement**

The Office grants to the Acquirer the right to use the State map series of the Czech Republic in the form of a digital product (hereinafter referred to as "**Digital Product**"):

- **Base map of the Czech Republic at 1 : 50 000**
- **Map of the Czech Republic 1: 500,000 - colour seamless**

to the extent of the list of released units as per Enclosure No. 1.

## II.

### **Definition of the purpose of using a Digital Product**

1. The Acquirer shall use the Digital Product for his own needs, which for the purposes of this Agreement means the internal needs of the legal entity (within the meaning of Civil Code.) and for the purpose outlined in paragraph 2 hereafter which paragraph 2 shall prevail in the event of any ambiguity under this Agreement.
2. Purpose of use: Commercial geodetical application Topo GPS. Topo GPS is an outdoor navigation app with topographic maps available for iOS and Android. The Czech ZM50 maps will be used as one of the possible topographic background maps. Full access to the Czech . Exporting the ZM50 geodata will be impossible.
3. The Acquirer may not use the Digital Product for the purpose of creating the Acquirer's Products and distributing the Acquirer's Products for commercial purposes except the purpose outlined in paragraph 2.
4. The Acquirer may use the digital product to create a cartographic work for the purpose of commercial distribution of its copies.
5. Territorial extent is not limited.
6. The Acquirer is not authorized to provide the access to obtained data a third party.

## III.

### **Conditions for the Use of the Digital Product**

1. The Digital Product is provided solely for the purpose specified in Article II of this Agreement.
2. Every further use shall be conditional on the entry into a written annex to this Agreement or the entry into another agreement.
3. The Acquirer shall require his employees (participating users) to protect data and not to use the Digital Product for commercial purposes by the application or modification thereof and for the creation of a cartographic product copies of which would be used for commercial purposes. If the Acquirer fails to do as stated above and the Digital Product is misused, the Acquirer shall be held legally liable.

4. The Acquirer shall:
  - a) ensure that every reproduction of a thus created digital product shall bear the following words: "Map base of 2021 © Czech Office for Surveying, Mapping and Cadastre, [www.cuzk.cz](http://www.cuzk.cz)"
  - b) prevent the use of the Digital Product by other parties where the contractual terms prohibit such use.
5. The Acquirer is not authorized to assign to a third party a right constituting a part of the license, in full or in part, unless it follows otherwise from this Agreement.
6. The Acquirer may only forward the project documentation to one customer in paper format or in a further non-editable format.
7. The Acquirer is not authorized to assign to a third party to use the Digital Product unless it follows otherwise from this Agreement.
8. The Acquirer is afforded the option of non-commercial presentation of file data images on the Internet. The presentation of data shall mean the brokering of the viewing of data on the Acquirer's website. The Acquirer is not authorized to broker the viewing of data on websites of other parties or to provide to such parties image data in another manner (for example through online map services), unless otherwise specified in the Agreement.

Whenever images of file data are made public, the following data protection requirements must be complied with:

The Acquirer must ensure that the text "© **ČÚZK**" is embedded directly in the gridded file in an inseparable manner so that at least one copy of the text remains visible after every movement of the image within the map screen of the application, unless otherwise specified in the Agreement. The text must be rendered in a colour that ensures that published data are visibly damaged.

The page where data are displayed and the page describing the connection of other map server clients (if applicable) must clearly show the text "**Source Data © ČÚZK**" with the addendum, "*Source Data (ZM 50, MČR 500) ČÚZK ("data") may only be used in the context of other layers of the map portal. Data may be used solely for navigation and preview purposes. Data may not be republished or used in GIS applications or systems. All rights reserved. Any other data use is subject to the approval of the ČÚZK. Contact: [podpora.zums@cuzk.cz](mailto:podpora.zums@cuzk.cz)*"

Optionally, the addendum may be displayed in a new window that opens after clicking on the link "**Source Data © ČÚZK**".

9. The Acquirer shall inform in writing the Office of the time and manner of using the Digital Product upon request at any time while the Agreement is in effect (Article IV, paragraph 2 of this Agreement).

#### IV.

##### **Time of Performance, Termination of the contract**

1. The Office shall deliver to the Acquirer the Digital Product in accordance with Order No. 500586/2 dated 19.2.2020 placed through the Office's e-shop, by download no later than 10 working days after the Acquirer's payment is credited to the account of the Office.
2. Duration of the Agreement: Until **19. 2. 2025**

After this time the Digital Products may only be used passively as a part of archived documentation or as a document relating to the time of its creation in respect of any application thereof.

#### V.

##### **Price and Payment Terms**

1. The price for the provision of the right to use the Digital Product under the conditions set forth in this Agreement has been agreed in accordance with Act No. 526/1990 Coll. on Prices, as in effect, to amount to **CZK 160.770,-** in words one hundred sixty thousand seven hundred and seventy Czech Crowns.  
The price includes a surcharge in the amount of **50 %** for commercial use according to item e) Paragraph 2. 4. Terms of trade the Land Survey Office.
2. The Office shall send an Invoice for the use of the Digital Product to the Acquirer by e-mail within 3 working days after the receipt of the Agreement bearing the signatures of both Parties.
3. Invoices shall come due 30 days after the date of issue.
4. If the Acquirer fails to pay the agreed price within three months after the invoice issue date, the Office shall consider the relevant order not entered into, and thus issued invoice shall be cancelled.

#### VI.

##### **Penalties**

1. In the event of a demonstrated violation of any of the Acquirer's obligation set forth in Article II or in Article III of this Agreement, the Acquirer undertakes to pay the Office a contractual penalty in the amount of CZK 200.650, - in words two hundred thousand six hundred and fifty Czech crowns, within 14 days after the delivery of a notice to that effect. Such a contractual penalty shall not prejudice, as regards the reason and the amount thereof, the entitlement of the Office to compensation for damage incurred in connection with a violation of any obligation that is punishable by the imposition of a contractual penalty regardless of the Acquirer's fault.
2. Any unauthorized use or distribution of the Digital Product shall constitute a violation of order in the field of land surveying as per Section 17a, paragraph 1, subsection d) of Act No. 200/1994 Coll. on Land Surveying, as in effect, or, where applicable, a violation of copyrights as per the Copyright Act or of property rights as per the Civil Code.

## VII.

### Final Provisions

1. This agreement is subject to the Czech Republic judicial code and the correct legislative relations are entirely governed by this judicial code of the Czech Republic.
2. The Office declares that in accordance with Section 58, paragraph 7 and Section 59, paragraph 2 of the Copyright Act, it is authorized to exercise, in its own name and on its own account the property rights of all potential authors of the subject of performance under this Agreement.
3. No changes and additions to this Agreement shall be valid unless having the form of written annexes signed by the authorized representatives of both Parties.
4. The Agreement's effective date is the last date of signature below and is concluded for a definite period of time, specified in Art. IV Sec. 2 hereof.
5. The Agreement is executed in two copies, one for each Party.
6. This contract is subject to the obligation of its publication in the Register of contracts pursuant to Act No. 340/2015 Coll., On special conditions for the effectiveness of certain contracts, publication of these contracts and the register of contracts, and the right to send the contract to the register of contracts has an Office.
7. The Acquirer shall deliver the printed and signed Agreement to the Office by regular post.
8. The Parties hereto declare that they have read this Agreement prior to signature, that the Agreement has been entered into following mutual negotiation based on their true and free will, definitely, solemnly, and understandably, not under duress or under conspicuously disadvantageous conditions.

In Prague, 8. 3. 2021

In Wageningen, 9. 3. 2021

For the Office:

Ing. Karel Brázdil

Office Director

For the Acquirer:

Harmen Warringa

**ENCLOSURE No.1**

**Base map of the Czech Republic at 1: 50 000** - Number of Export Units: **889** (the whole Czech Republic) in **TIFF** format and **JTSK** coordinate system.

**Map of the Czech Republic 1: 500 000 - colour seamless** - Number of Export Units: **1** (the whole Czech Republic) in **TIFF** format and **JTSK** coordinate system.