

**General licence terms for the use of digital maps****Art. I.  
Basic provisions**

- 1) These General Licensing Terms and Conditions (hereinafter referred to as the "**GLT**") of CEDA Maps a. s., with registered office at Jihlavská 1558/21, 140 00 Praha 4, ID No. 26429632, VAT No. CZ26429632 (hereinafter referred to as "**CEDA**" or "**Licensor**") form a separate part of the content of the license agreement for the use of Digital Maps concluded between the Licensor and the Licensee (hereinafter referred to as the "**License Agreement**"). The deviating provisions of the License Agreement shall prevail over the wording of these GLT. The Licensor is entitled to grant the Licensee the right to exercise the right to use the Digital Maps (hereinafter also referred to as the "**License**") to the extent and under the terms and conditions set forth in the License Agreement.
- 2) For the purposes of the licence agreement, a digital map means a collection of independent works, data or other elements, systematically or methodically arranged and individually accessible by electronic or other means, regardless of the form of their expression, e.g. in the form of a cartographic or other work within the meaning of Section 2 of Act No. 121/2000 Coll. on copyright, on rights related to copyright and on amendments to certain acts (Copyright Act), as amended (hereinafter referred to as "**CA**"), or in the form of a separate database or separately provided data (hereinafter also referred to as "**Digital Map**" or "**Digital Maps**"). The Licensor declares that it is the Licensee of the database for the Digital Maps specified in the License Agreement.
- 3) These GLT govern the mutual rights and obligations arising from the concluded license agreement between the Licensor and the Licensee.
- 4) The terms used in these GLTs have the same meaning throughout the License Agreement, including the offer or order.
- 5) The GLT is available on the web at: [www.ceda.cz/files/vlp\\_ceda.pdf](http://www.ceda.cz/files/vlp_ceda.pdf).
- 6) When the Digital Map is referred to in the singular in these GLTs, the plural meaning of the term is understood and vice versa, as appropriate.
- 7) The digital map as a copyright work and/or database is protected by the CA and Act No. 40/2009 Coll., the Criminal Code, as amended, and the Licensee is entitled to use it only to the extent and in the manner specified by the Licensor in the license agreement.

**Article II.  
Conclusion of a licence agreement**

- 1) The license agreement must be in writing. Conclusion of the licence agreement in a form other than in writing is excluded.
- 2) The conclusion of the license agreement occurs at the moment of attaching the signatures of both parties to the license agreement or by expressing the consent (e.g., in the text of an e-mail message or in the text of a separate order) of the Licensee to the Licensor's offer, including via remote communication means.
- 3) For the purposes of these GLT, an offer means a written proposal by the Licensor for the conclusion of a license agreement containing at least the identification of the parties, the subject matter of the license, the duration of the license, the type of license, the quantitative and territorial scope of the license, the amount of the fee, and a reference to these GLT. Any other legal act not containing at least the elements mentioned in the preceding sentence shall not constitute an offer and shall not bind the Licensor to any performance.

**Article III.  
Subject of the licence**

- 1) These GLTs apply to all CEDA Digital Maps referenced in the License Agreement.
- 2) Individual Digital Maps and their technical parameters are described on the website: [www.ceda.cz](http://www.ceda.cz), and/or their description is an annex to the license agreement. The technical parameters of the Digital Maps may change over time (e.g. by adding content, updating the format). These changes will not affect the agreed quality of the Digital Maps or limit the scope of their use.
- 3) The Licensor grants to the Licensee a non-exclusive right to exercise the right to use the Digital Map (license) within the scope specified in the license agreement and these GLT, and the Licensee undertakes to pay the Licensor the agreed fee.

**Article IV.  
Transfer of the subject of the licence**

- 1) The Licensor shall make the Digital Map available to the Licensee by sending a link and instructions for downloading it to the Licensee's e-mail address specified in the license agreement or communicated by the Licensee to the Licensor for this purpose, unless otherwise agreed.
- 2) The Licensor shall send the link to the Licensee within 10 working days after the license fee is credited to the Licensor's account and after the relevant version of the Digital Maps is released, unless otherwise agreed.
- 3) The moment of delivery of the Digital Map shall mean the moment of receipt of the data carrier by the Licensee, if the Digital Map is delivered in this way, or the moment of downloading the Digital Map from the link sent by the Licensor to the Licensee's e-mail address pursuant to paragraph 1 of this Article, or the expiration of the tenth day after the data carrier is sent by the Licensor or the download link is sent to the Licensee's e-mail address pursuant to paragraph 1 of this Article.

**Article V.  
Update**

- 1) Update means the Digital Map in the form of updates made by the Licensor to any previous form of the Digital Map (hereinafter also referred to as "**Update**"). An Update supplements or replaces the Digital Map that is the subject of the Licence.
- 2) The Licensor grants to the Licensee a non-exclusive right to exercise the right to use the Digital Map (license) in the form of updates made by the Licensor if the update is explicitly agreed in the license agreement.
- 3) The license to the Digital Map in the form of updates made by the Licensor is granted for the term agreed in the license agreement under the terms and conditions set out in the license agreement and these GLT.

**Article VI.  
Remuneration and payment terms**

- 1) The licence may be granted as a fee-based or as a royalty-free licence.
- 2) If the license is for a fee, the Licensee is obliged to pay the Licensor a fee in the amount agreed in the license agreement. In addition to the remuneration, the Licensee is obliged to pay to the Licensor value added tax in the amount corresponding to the legislation in force and effective on the date of issue of the relevant tax document.
- 3) The Licensee is obliged to pay the Licensor the license fee on the basis of a tax document - invoice (hereinafter also referred to as "**invoice**") issued by the Licensor on the date of conclusion of the license agreement, at the time of negotiating the extension of the license agreement for a fixed term, or at the time of negotiating the extension of the period of provision of updates, up to 30 days before the beginning of the next period for which the invoice is to be issued, unless otherwise agreed.
- 4) The Licensee is obliged to pay the Licensor the remuneration for the agreed updates in one lump sum based on the invoice issued by the Licensor according to the previous paragraph, unless otherwise agreed.
- 5) The fee is payable within 14 calendar days from the date of delivery of the invoice to the Licensee.
- 6) Payment of the fee means crediting the relevant amount to the Licensor's account specified in the license agreement.
- 7) In the event of a breach of the Licensee's obligation to pay the Licensor's fee, the Licensor is entitled to prevent the Licensee from accessing or updating the Digital Map.
- 8) If the license agreement is agreed for a period longer than 12 consecutive months and the remuneration is paid repeatedly for a certain period, the Licensor is entitled to unilaterally increase the total agreed remuneration for the given period by the increment of the average annual consumer price index announced by the Czech Statistical Office (hereinafter also referred to as "**inflation**") for the calendar year preceding the year in which the invoice for the given period is to be issued. The Licensor is entitled to increase the agreed remuneration by inflation for each calendar year only once. Inflation may be taken into account for all preceding years for which it has not been applied at any time during the term of the license agreement, provided that in this case the increases in the average annual consumer price index published by the Czech Statistical Office for the preceding calendar years are added together. For the avoidance of doubt, it is agreed that in the event of a negative inflation rate, the price shall not be reduced.
- 9) The Licensor is obliged to notify the Licensee in writing of the increase of the remuneration according to the previous paragraph no later than with the invoice for the period for which the invoice is issued. The notification must include the inflation rate, the increased remuneration and the method of calculation of the increase in remuneration.

**Article VII.  
Scope and conditions of the licence**

- 1) The Licensee is entitled to use the Digital Map to the extent and under the conditions set out in the License Agreement and these GLT.
- 2) The license to the Digital Map is granted on a non-exclusive basis.
- 3) The license to the Digital Map is granted as unlimited in territory, unless otherwise agreed in the license agreement.
- 4) In terms of duration, the licence is granted:
  - for an indefinite period of time, when the Digital Map can be used without time limitation;
  - for a fixed term, where the Digital Map can be used for the period specified in the licence agreement.
- 5) In terms of type and quantity, the licence is provided as:
  - **user** - according to the number of users on the Licensee's side (per user, regardless of the specific access hardware)
  - **server-based** - according to the number of simultaneously connected user stations, virtually users on the side of the Licensee connected to a specified number of servers (per server and per number of simultaneously connected user stations, virtually users);
  - **terminal** - according to the number of specific devices specified in the licence agreement (each access device with a specific unique identifier);
  - **Internet** - for use in the Licensee's applications accessible to an unlimited number of users (third parties) via the Internet, always in a closed format that does not allow third parties to access the source data;
  - **intranet** - for the use of data in the internal network of the Licensee behind the

firewall / login, i.e. for own employees and for a group of other persons with their own access to the internal network (intranet) of the Licensee;

- **internet + intranet** - combining internet and intranet license;
  - **corporate** - unlimited use within the organization of the Licensee combining Internet, intranet, and unlimited user license;
  - **unlimited** - allowing unlimited use by third parties;
  - **project** - for a time-limited and further specified use within the solution of the project of the Licensee identified by the license agreement;
  - **for monitoring of objects** - according to the number of monitored devices (e.g. vehicles with a unique identifier - e.g. license plate number)
- 6) The Licensee is entitled to use the Digital Maps as reference data. Reference data for the purposes of these GLT means background information used to specify the geometric accuracy and properties of objects.
  - 7) In the process of using the Digital Map, the Licensee is entitled to assign new graphic properties (colour, symbol, description) and non-graphic properties (attributes) to its graphic elements.
  - 8) The Licensee is entitled to use the Digital Map for the creation of derived, qualitatively new information such as envelope zone analyses, object grouping and others without final definition. The Licensee is entitled to use these analyses only for its own use and in the context of communication with its partners and customers, not commercially.
  - 9) The Licensee is authorized to perform format and coordinate conversions of the Digital Map. All derivatives of the Digital Map thus created shall be subject to the provisions of these GLT as the subject of the license under the License Agreement.
  - 10) The Licensee is obliged to secure the Digital Map against loss, theft, or misuse by third parties.
  - 11) The Licensee is not entitled to change the geometric shape of the graphic elements and the topology of the graphic elements.
  - 12) The Licensee shall not be entitled to make the Digital Maps or parts thereof available in any form (e.g., by providing the primary data of the Digital Map or by publishing them through services, print outputs, public data network, internet, intranet) to any third parties beyond the scope of the granted licence.
  - 13) The Licensee is not entitled to use the Digital Maps for the creation of any similar product, whether for commercial or non-commercial use.
  - 14) The Licensee is not entitled to decompilation, modification, processing or other changes to the Digital Map or any part thereof, even for the purpose of eliminating defects.

#### **Article VIII.**

##### **Authorisation for use of the Digital Map by third parties**

- 1) The Licensee is not entitled to grant a sub-licence, assign a licence or rights (to exploit, exploit) to the Digital Map or their exercise, nor to make the Digital Map available in any other way than as a result of normal use, even to a person who forms a concern with it, pursuant to § 79 et seq. of Act No. 90/2012 Coll., on Commercial Corporations, as amended, unless otherwise provided for in the licence agreement.
- 2) The Licensee is not entitled to alienate, lend, assign, reproduce, distribute, or otherwise transfer the Digital Map to a third party, unless otherwise provided for in the License Agreement.
- 3) If the licence agreement allows the Licensee to grant a sub-licence to third parties, the sub-licence is granted only to the extent of normal use of the outputs of applications using Digital Maps, unless otherwise agreed.
- 4) If the licence agreement allows the Licensee to grant a sub-licence (allow access) to the Digital Maps to third parties, the Licensee shall always:
  - to mark each Digital Map of the Map Window (if technically feasible) and related documentation or document with the text "*Map data: CEDA @ <actual year>*" with the Licensor's logo instead of the word CEDA;
  - inform in writing (e.g., in the contractual terms or in the accompanying documentation to the Digital Map) the third party about the existence of the Licensor's copyright to the Digital Map and the prohibition of the third party's use of the Digital Maps for other than normal use of the outputs of applications using the Digital Maps, unless otherwise agreed.
- 5) In the case of OEM or partner sublicense, the Licensee is obliged to provide the Licensor with a list of persons to whom the sublicense was granted and to prove compliance with the obligations under the previous paragraph at any time upon the Licensor's request.

#### **Article IX.**

##### **Liability for damage and defects**

- 1) The Licensee acknowledges that the Licensor is not responsible for the suitability of the use of the Digital Map for the purpose chosen by the Licensee or for the results resulting from the use of the Digital Map.
- 2) The Licensee acknowledges that the Licensor shall not be liable for defects in the use of the Digital Map caused by improper hardware or software settings or equipment of the Licensee.
- 3) The Licensor shall be solely responsible for the positional accuracy and timeliness of the data at the time of data collection and incorporation, as is normal to the nature of the Digital Maps.
- 4) The Licensee's right to claim for defects in the Digital Maps (claims) is not affected by the above, however, only claims for defects that are clearly disproportionate to the technical specification of the data (Digital Maps), especially regarding the positional accuracy and timeliness related to the time of the data cut-off date of the

particular version of the Digital Map, may be claimed.

#### **Article X.**

##### **Sanctions**

- 1) In the event of the Licensee's delay in payment of the remuneration, the Licensee is obliged to pay the Licensor a contractual penalty of 0.1% of the amount due for each day of delay.
- 2) In the event of breach of the Licensee's obligations set forth in Article VII, paragraphs 6, 7, 9, 11 and 14 of these GLT, the Licensee shall be obliged to pay the Licensor a contractual penalty of CZK 10,000 for each individual breach of obligation.
- 3) In the event of a breach of the Licensee's obligations set forth in Article VII, paragraphs 8, 10, 12 and 13 or in Article VIII, paragraphs 1 and 2 of these GLT, the Licensee shall be obliged to pay the Licensor a contractual penalty of CZK 1,000,000 for each individual breach.
- 4) In the event of a breach of the Licensee's obligations set forth in Article VIII, paragraph 4 of these GLT, the Licensee is obliged to pay the Licensor a contractual penalty of CZK 200,000 for each individual breach of obligation.
- 5) In the event of a breach of the Licensee's obligations set forth in Article VIII, paragraph 5 or Article XIV, paragraph 3 of these GLT, the Licensee shall be obliged to pay the Licensor a contractual penalty of CZK 20,000.00 for each individual breach of obligation and each day of delay in fulfilling the obligation.
- 6) The Licensee's obligation to compensate for damages is not affected by the contractual penalty agreement. The Licensor is entitled to claim compensation from the Licensee for damages and non-pecuniary damage caused by the breach of the obligation to which the contractual penalty applies, in addition to the contractual penalty.

#### **Article XI.**

##### **Withdrawal from the contract**

- 1) The Licensor shall be entitled to withdraw from the license agreement if the Licensee has violated any of the obligations set forth in Article VII, paragraphs 8, 10, 12 and 13 or Article VIII, paragraphs 1 or 2 of these GLT, as well as in the event of repeated material breach of other provisions of the license agreement by the Licensee within the meaning of Section 2002 of the Civil Code. Repeated breach of the License Agreement shall mean each second and subsequent breach of the same obligation set forth in the License Agreement.
- 2) The Licensee is entitled to withdraw from the license agreement in case of repeated material breach of the license agreement by the Licensor within the meaning of § 2002 CC. Repeated breach of the licence agreement shall be understood as every second and subsequent breach of the same obligation set forth in the licence agreement.
- 3) Withdrawal from the license agreement must be delivered to the other party in writing and shall take effect upon delivery to the other party.
- 4) The effects of termination shall not affect the claims of the parties to liquidated damages, damages, or other provisions which, by the expressed intention of the parties or by their nature, are intended to survive the termination of the licence agreement.
- 5) In the event of the Licensor's withdrawal from the license agreement, the Licensee is obliged to return the Digital Map to the Licensor no later than 7 days from the date of delivery of the written withdrawal to the Licensee and to confirm in writing to the Licensor the destruction of all copies thereof.

#### **Article XII.**

##### **Extension of the licence agreement**

- 1) A license agreement agreed for a fixed term may be extended by written agreement between the parties by concluding an amendment to the license agreement or by default, i.e., by payment of an invoice delivered to the Licensee before the expiry of the term for which the license agreement is agreed. For the purposes of the extension of the term of the licence agreement, the invoice delivered to the Licensee shall be deemed to be an offer to extend the licence agreement on the terms and conditions agreed in the licence agreement, the term of which is extended and with the remuneration set out in the invoice. Article II of these GLT shall apply mutatis mutandis to the procedure for negotiating the extension of the licence agreement.
- 2) For the purpose of renewal of the License Agreement pursuant to this Article of the GLT, the GLT in force and in effect at the time of execution of the amendment to the License Agreement or at the time of payment of the invoice shall apply to the License Agreement.

#### **Article XIII**

##### **Personal data protection**

- 1) The Licensor informs the Licensee, in accordance with Article 13 of 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), that it will process the identification and contact personal data of the Licensee, its statutory bodies and contact persons in connection with the performance of the licence agreement. The processing of personal data by the Licensor shall be carried out only to the extent necessary for the purposes of the performance of the licence agreement, and for the period necessary for the performance of the licence agreement, but at least for the period specified by the relevant legislation. The personal data processed will not be passed on to any third

parties, except for external accountants, law firms and auditors, based on a contract for the processing of such data. Detailed information on the processing of personal data by the Licensor, including the principles of such processing, is available on the Licensor's website [www.ceda.cz/cs/gdpr](http://www.ceda.cz/cs/gdpr).

**Article XIV.**  
**Final provisions**

- 1) The rights and obligations under the license agreement are governed by Czech law.
- 2) The Licensor is entitled to change these GLTs to a reasonable extent. In such case,

the Licensor is obliged to publish the updated version of the GLT on its website without undue delay or send it to the e-mail of the Licensee. For the purposes of the licence agreement, the GLT in force and in force at the time of conclusion of the agreement or an amendment to the agreement or at the time of negotiation of any change in the subject matter of the licence shall always be used.

- 3) The Licensee shall destroy or return the Digital Maps to the Licensor within 7 days of the termination of the License Agreement and confirm in writing to the Licensor the deletion of all copies thereof.