

## Standard Charges and Licensing Conditions 2022

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# 1 General

## 1.1 Introduction

The BEV - *Bundesamt für Eich- und Vermessungswesen* [Federal Office of Metrology and Surveying] sells as standard products the spatial data (spatial base data) compiled in connection with fulfilling its surveying tasks as laid down in Section 1 of the Austrian Surveying Act [*Vermessungsgesetz/VermG*] in accordance with the existing technical possibilities of geographical information services. The present regulations determine the standard charges for selling spatial base data (standard products), for geographical information services and exploitation of spatial base data (rights of external use) as well as the terms and conditions of use in accordance with Section 48 *VermG*.

The standard charges will be remunerated appropriately in accordance with the fair market value, see Section 305 ABGB. In principle the standard charges have to consider the additional expenditure for the reproduction and dissemination of the geospatial data and comply with the principles for calculating the fees in accordance with the § 7 of the IWG [Informationsweiterverwendungsgesetz]. The standard charges for **standard products** are detailed in Chapter 3 and those for **geoinformation services** in Chapter 4. For all analogue and digital products the standard charges for the **exploitation (charges for use)** depend on the kind of use and are detailed in Chapter 2.

The Standard Charges and Terms and Conditions of Use shall not apply to excerpts as defined in Section 47 *VermG* nor for official acts. The charges for issuing excerpts and for official acts pursuant to Section 47 *VermG* are regulated by the Austrian Regulation on Surveying Charges [*Vermessungsgebührenverordnung*], established in the recent version and as amended from time to time.

The standard charges and rights of use for data of the Austrian Address Register according to Section 48 *VermG* are regulated in a separate order of the BEV.

## 1.2 Consideration of European Directives

### 1.2.1 INSPIRE Directive – Spatial Data Infrastructure Act (GeoDIG)

The Directive 2007/2/EC of 14. March 2007 aims to establish a spatial data infrastructure in the European Union to support environmental policies. This Directive has been transposed into Austrian Law on the federal basis by the "Spatial Data Infrastructure Act" (GeoDIG), BGBl. I Nr. 14/2010 as amended. The INSPIRE Directive forms the framework on how to design the member states' national spatial infrastructures. This framework is further detailed by several binding implementing rules of the European Commission.

In addition to technical measures (e.g. metadata, interoperability of spatial data and services, network services) the INSPIRE Directive regulates the accessibility of (environmental) spatial data and services to the public (Article 11) and the use of spatial data for public authorities in all member states (Article 17).

The regulation (EU) No 268/2010 has been approved in particular for the use of data and services by the institutions of the European Community. Further guidelines are linked with this regulation, however non-binding.

These standard charges and licensing conditions take both into full account, the requirements of the INSPIRE Directive as well as of the GeoDIG and therefore cover business cases according to INSPIRE.

### 1.2.2 PSI Directive - Act on the Re-use of Information (IWG)

The Directive 2003/98/EG of 17. November 2003 (PSI - Directive on the re-use of public sector information) aims to facilitate the re-use of existing information and documents held by public sector bodies for the economy. It was transposed into Austrian Law on the federal basis by BGBl. I Nr. 135/2005, "Informationsweiterverwendungsgesetz (IWG, Act on the Re-use of Information)". This Directive was amended by the Directive 2013/37/EU of 26. June 2013 and was complemented by the announcement (2014/C 240/01) of the EC of 24 July 2014 in the form of non-binding guidelines. The domestic transposition on the Austrian federal level took place by an amendment of the IWG (BGBl I Nr 76/2015) in 2015.

These standard charges and licensing conditions take the Austrian Act on Re-use of Information into full account.

### 1.3 BEV's price model

An essential feature of BEV's price model is the **distinction between rights of internal use** ("use of data in the internal, technical and administrative area of the customer") and **rights of external use** ("provision of data to the public and/or users other than those holding rights of internal use") of the customer.

#### Pricing factors for internal use

- The standard charge for **analogue products** is determined by the relevant data layer (type of data purchased) and the issue size (= page format) or in the case of cadastral property data by the number of properties. Printouts are subject to a 100 % surcharge, to be added to the PDF standard price.
- The standard charge for **digital products** is determined by the relevant data layer (type of data purchased) and the size of the selected area and/or by the number of properties. Depending on the number of workstations a multi-user fee is charged for internal use.

The standard charge for **geoinformation services** is defined by the frequency of use or by a flat rate and partially depends on the used data layer. The BEV shall be compensated for the costs of set-up and ongoing operation of the service by means of an access fee.

### 1.4 Additional pricing factors

#### 1.4.1 Value-added tax

The prices are exclusive of deductible input tax (value-added tax).

#### 1.4.2 Transfer costs

The costs for submitting data and the delivery of products are regulated within the general terms and conditions (AGB) of the BEV.

#### 1.4.3 Mean calculation

The number of properties per reference unit (such as, e.g. cadastral district, political community) may be determined by calculating the mean value (zoning).

#### 1.4.4 Rounding

The individual invoice items shall be rounded arithmetically to the next 1 cent.

#### **1.4.5 Minimum invoice amount**

The minimum invoice amount per invoice shall be 5,00 EUR. That amount shall be charged in any case, even if the sum of all invoice items (incl. transfer costs) is smaller. Products which are immediately taken along (independent of the type of payment), advance payments (prepaid at the BEV web shop) and subscriber agreements shall be exempt.

#### **1.5 Discounts for educational and academic purposes**

For use at schools and universities for educational and academic purposes as defined in Section 2.2.1 an 80% discount of the standard charge shall be granted for digital products, with the minimum invoice amount being charged in any case. No charges for use shall be charged for reproduction in connection with teaching aids, term papers and diploma theses, doctoral theses and professorial theses as well as bachelor and master theses within the scope of free use of works as defined in Section 2.2.1. If BEV data is misused or used in violation of the provisions of Section 2.2.1, the total costs including the charges for use shall be invoiced.

#### **1.6 Agreement on provision and use of data**

Provision of spatial base data and/or making available of geographical information services shall be subject to an agreement between the customer and the BEV. The standard products and services specified in Chapters 3 and 4, the terms and conditions of use stipulated in Chapter 2 and the relating standard charges shall constitute material parts of this agreement on provision and use. An agreement on provision and/or use which deviates from the standard charges shall only be possible in specific cases and for objectively justified reasons. Such special agreements shall in any case be made in writing. The BEV reserves the right to discontinue offering individual products temporarily for technical reasons. Other terms of delivery and services are regulated in the General Terms and Conditions of *Bundesamt für Eich- und Vermessungswesen*.

#### **1.7 Offers**

Cost estimates for individual special products shall be prepared against reimbursement of costs, even if the customer places no purchase order eventually. The staff expenditure required there for shall be advised in advance and calculated according to the hourly rates stated in Chapter 5.



## 2 Terms of use and charges for use

### 2.1 Internal use - use by several users

The customer may use the purchased BEV data electronically on several workstations or in a closed internal network for several access authorisations. In doing so the customer shall ensure that the data will not be made accessible to the general public and/or parties other than the persons entitled to internal use (e.g. via the internet) and that unauthorised third parties will have no access to the data or analogue copies thereof, if any, and that authorised users, such as staff of the customer will neither use the data for their own purposes nor make it accessible to unauthorised third parties. For **natural persons** internal use shall be limited to private use.

- For a **federal ministry** including its subordinated government agencies internal use of data shall be allowed for fulfilment of the tasks of federal administration.
- Internal use by a **provincial government** (office of the provincial government) including its subordinated government agencies (district government authorities) shall extend to fulfilment of the tasks of provincial administration and indirect federal administration.
- For a **municipality** internal use of data shall be permissible within the scope of fulfilment of tasks within its own and the assigned area of responsibility.
- For **other legal entities** of public law and private law, for partnerships and associations internal use shall be permissible in connection with their business purpose, corporate purpose and/or purpose of the association.

Any additional use shall be subject to an appropriate right to use the data.

#### **Multi-user fee**

For internal use the customer shall pay a multi-user fee. The amount of the multi-user fee shall depend on the number of authorised users ("named users") directly (GIS workstation) or indirectly (information workstation) using BEV data irrespective of the kind of provision either on a desktop or a mobile device.

The multi-user fee shall be calculated by multiplying a factor by the standard charge of the relevant products on the basis of the single user licence:

Number of authorised users	Multi-user fee factor	Surcharge
1 to 5	1,00	0 %
6 to 25	1,25	25 %
26 to 100	1,50	50 %
More than 100	2,00	100 %
Group licence	4,00	300 %

**Group licences** may be acquired by private-law enterprises to which the following definition of group of companies applies: a group is a consolidation of legally autonomous enterprises which due to an interest of more than 50% are controlled by another company. All group companies using data under a group licence shall be announced to the BEV in advance.

## 2.2 External use

If a customer's derived products are made available to other than internal users, an external right of use has to be acquired. While Chapter 4 describes the geographical information services offered by the BEV, the services described in this Chapter exclusively refer to services and/or rights of use for the customer's derived products.

### 2.2.1 Free use of works

Free use of works includes reproduction for one's own and private use provided for by law, use in the interest of administration of justice, use by schools/universities or research institutions. The types of use within the scope of free use of works shall be available to the customer on a cumulative basis subject to fulfilment of the necessary prerequisites. In this respect the customer shall indicate the proprietary rights of the BEV. Any use beyond those purposes, in particular commercial use, shall be subject to acquisition of a different right to use the data.

Free use of works shall include the following types of use:

a) Reproduction for one's own and private use

Within the scope of reproduction for one's own and private use single copies on paper or a similar data carrier may be made provided that BEV data is not made accessible to the general public. Copies on different carrier material (e.g. CD) may exclusively be made for private use and the copies must neither be used for direct or indirect commercial purposes nor passed on to third parties.

b) Use in the interest of administration of justice and administration

In this connection passing on of analogue excerpts in the course of official proceedings and court proceedings shall be permitted. In addition, authorities may use analogue excerpts as annexes to statutes and regulations within the scope of public administration.

c) Schools/universities

Schools and universities may produce and distribute copies on paper or a similar data carrier in the number required for a specific class or study course from BEV data for educational and academic purposes to the extent justified by such purposes. Copies on a different carrier material (e.g. CD) may only be made provided that copies are neither used for direct nor indirect commercial purposes. In this connection data may only be used free of charge for term papers, diploma theses, as well as bachelor and master theses, doctoral theses or professorial theses but the customer shall send BEV a specimen copy thereof.

d) Research purposes

For the purpose of research anybody may make single copies on a carrier material other than paper or a similar data carrier provided that this is justified for the pursuit of non-commercial purposes. In order to prove research activities the customers shall send BEV a research order and, after conclusion of the research activity, a final report.

Charges for use <b>"Free use of works"</b>	Other than the standard charge for internal use, <b>no further charges</b> need to be paid.
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### 2.2.2 Standard use

The types of use within the scope of standard use shall be available to the customer on a cumulative basis. In this respect the customer shall particularly indicate the proprietary rights (copyright) of the BEV. Any use going beyond standard use shall require a different right to use the data. With respect to all types of standard use the customer shall ensure that third parties shall not be able to use the data other than for the purpose of information, presentation and testing, in particular deducing or extracting (in particular downloads) from original BEV data shall not be made possible in connection with the passing on of analogue copies or digital reproduction. The "standard use" right shall include the following actions of use:

a) Free passing on of a maximum of 1.000 analogue copies to third parties

This right to use the data shall serve the purpose of simple visual display of topographic (thematic) information of the customer on paper or a similar carrier material for purposes of information, presentation and testing. The copies made of BEV data in this context (posters, folders, etc.) shall be made available by the customer without a consideration to be paid by third parties, i.e. free of charge, and irrespective of the form of information a maximum number of 1.000 copies may be produced and the data obtained from the BEV may be displayed in a format not larger than A3.

b) Free passing on of digital copies to third parties

This type and action of use basically corresponds to the "analogue and digital derived products" right, however, subject to the limitation that a total of ten sections of a maximum of 1.000,000 pixels each in the form of screen data on digital data carriers may be passed on to third parties for purposes of information, presentation and testing. This shall also require editing and processing of data obtained from the BEV by means of the customer's own thematic information.

c) Use as a literary aid

Within the scope of this type of use, reproductions by the customer shall be made in the form of local chronicles, commemorative publications and comparable works, and irrespective of the form of the work a maximum number of 1.000 copies may be produced and the volume of the data obtained from the BEV shall be low in comparison to the complete work and shall not be more than ten sections.

d) Internet use

Within the scope of this type of use a maximum of ten sections of a maximum of 1.000.000 pixels each in the form of screen data may be displayed in a web-application (browser or mobile browser) on the internet on a website (URL) of the customer for the purposes of information, presentation and testing. This shall also apply if additional data is obtained from the BEV and is used within the scope of standard use; an enlarged representation in the form of more than ten sections of more than 1.000.000 pixels per section or on an additional website shall not be included in the scope of standard use. In connection with such internet use aerial photographs, orthophotos, KM screens and DKM screens may be used.

Representation requires editing and processing of data obtained from the BEV by means of the customer's own thematic information and also includes navigating, zooming in and zooming out, overlapping, printing as well as drag-and-drop of screen cuts. Beyond that no further interaction shall be permitted.

e) Free of charge products and services of the BEV

Products of the BEV which are free of charge may be made available to third parties if the following conditions are fulfilled:

- Processing data according to section 2.3.7
- Reference to the property rights of the BEV according to section 2.3.3.

Services of the BEV (in particular according to section 4.3.1 and 4.3.2) which are free of charge may be made available to third parties if the following condition is fulfilled:

- Reference to the property rights of the BEV according to section 2.3.3.

Charge of use “ <b>Standard use</b> ”	Other than the standard charge for internal use, <b>no further charges</b> need to be paid.
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### **2.2.3 Analogue and digital derived products**

This right to use the data facilitates the production of derived products as defined in Section 2.3.7., which will subsequently be distributed by the customer. In this respect the customer shall ensure that third parties cannot derive and/or distribute original BEV data. When passing on the data the customer shall also indicate the proprietary rights (copyrights) of the BEV. Payment of a user fee shall not depend on whether profit is made by the customer.

Analogue derived products may be produced from analogue or digital BEV data. Paper or a similar material shall serve as carrier material. Digital derived products may be produced from digital BEV data, scanned BEV data or digitalized analogue BEV data. They will be made available on digital data carriers, such as CD-ROM, DVD, memory cards, e-book or similar storage media shall serve as carrier material and in software applications (i. e. “apps” in mobile devices).

#### **User fee**

The user fee in connection with analogue and digital derived products shall be calculated on a case-by-case basis (case) on the basis of a percentage of the standard charge of the bases used as defined in Chapter 3 depending on the number of copies and/or licences. For charging the date of publication of derived products is relevant, not the date of creation.

### Analogue derived products

Number of copies and/or licences	User fee
1 to 100	30 %
101 to 1.000	50 %
1.001 to 3.000	100 %
3.001 to 5.000	150 %
5.001 to 10.000	250 %
10.001 to 25.000	400 %
25.001 to 50.000	700 %
More than 50.000	1.000 %

### Digital derived products

Number of copies and/or licences	User fee
1 to 100	30 %
101 to 1.000	50 %
1.001 to 3.000	100 %
3.001 to 5.000	150 %
5.001 to 10.000	200 %
10.001 to 25.000	250 %
25.001 to 50.000	300 %
More than 50.000	400 %

#### 2.2.4 WEB-View

The "**Web-View**" right to use the data enables representation (visualisation) of BEV data in a web application only in connection with thematic information in the form of a derived product as defined in Section 2.3.7. In this respect only a screen image may be transmitted to the client (browser or mobile browser). In addition to representation, functions such as, e.g., navigating, zooming in and out, scrolling, overlapping and printing shall be permitted. Edited and processed BEV data may only be displayed on a website (URL) of the customer. Any further interaction and use shall require a different right to use the data against payment.

Any WEB-View is defined by an independent or specific application for fulfilment of a specific task (purpose) for a specific user group. It is possible to operate several WEB-Views per website (URL), each of which is to be considered a separate derived product and for each of which a separate licence for external use has to be acquired. The customer shall ensure that reconstruction of original BEV data and commercial use by third parties is not possible.

#### User fee

For use within the scope of a WEB-View **15% of the standard charge per year** for internal use (single user licence) as defined in Chapter 3 shall be charged per case. The licence shall be granted for 1 year in each case. If the agreement on use of data is not terminated at least 3 months prior to expiration of the agreement on use of data, the licence shall be automatically renewed for one year.

<b>WEB-View</b> user fee	<b>15% of the standard charge for internal use (single user licence) p.a.</b>
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### 2.2.5 WEB-Service

The **WEB-Service** licence enables use of BEV data in a web application (browser or mobile browser) beyond mere visualisation as defined in Section 2.2.4 "Web-View" and also enables display and/or retrieval of attributes, download of derived products as defined in Section 2.3.7 as a PDF file or similar interactions. Edited and processed BEV data in the form of a derived product may only be displayed on a website (URL) of the customer. Any further interaction and use shall require a different right to use the data against payment.

A WEB-Service is defined by an independent or specific application for fulfilment of a specific task (purpose) for a specific user group. It is possible to operate several WEB-Services per website (URL), each of which is to be considered a separate derived product and for each of which a separate licence for external use has to be acquired.

The customer shall ensure that neither reconstruction of original BEV data nor commercial use by third parties shall be possible.

#### User fee

To the extent that individual transactions within the scope of Web-Services may be counted, 5% of the standard charge for internal use (single user licence) of the transmitted data as defined in Chapter 3 shall be charged for every transaction. If the individual transactions cannot be counted, **40% of the standard charge p.a.** for internal use (single user licence) of the data provided via the WEB-Service as defined in Chapter 3 shall be charged. The licence shall be granted for one year in each case. If the licence is not terminated three months prior to expiration of the agreement on use of data, the licence shall be renewed automatically for one year.

"WEB-Service" user fee	Either a <b>flat rate of 40%</b> of the standard charge for internal use p.a. or <b>5%</b> of the standard charge for internal use p.a. (in each case on the basis of a single user licence) <b>per transaction</b>
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### 2.2.6 Other rights to use the data: Right to digitise data

Digitisation of analogue BEV products shall only be permitted for one's own use or private use or for single copies. Extracting of information (for instance via vectorizing data) from digital products or online services (for instance WMS) of the BEV is only permitted for internal use, private use or using in the meaning of chapter 2.1 of this standard charges and licensing conditions. In all cases the digital (edited) copies produced may only be made available to the general public or third parties who are not entitled to internal use of the data if the customer has acquired a licence for external use of the data in accordance with the type and way of

publication. A permit for internal use of digitised analogue products shall also be obtained if the customer makes available such data to at least six authorised users as defined in Section 2.1.

### User fee

If digitised analogue products of the BEV are made available to the general public (external use) or if the data is used internally on more than five workstations, the standard charges for the relevant digital data shall be charged for the right to digitise analogue products.

User fee for <b>right to digitise data</b>	<b>Free of charge</b> for private use. For any other use <b>depending on the right to use/licence</b> on the basis of the standard charge for internal use (single user licence) of the relevant digital products.
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### 2.2.7 User fees - additional provisions

#### Calculation basis

Basis for the calculation of user fees are the recent standard charges and licensing conditions at the time of order.

#### Exceptions to calculation of fees for licences for external use:

For exploitation of data of the digital land elevation model (DGM) 10% of the standard charge for internal use (single user licence) shall be used for calculation of the charge for external use.

#### Minimum user fee

The basis for calculation of the user fee shall be the standard charge for the data purchased (single user licence), the minimum user fee being 25,00 EUR per case, except within the scope of free use of works and standard use.



## 2.3 General provisions

### 2.3.1 Rights to use the data

In connection with provision of analogue and digital data and by using geographical information services the customer shall not acquire title to the data but a non-exclusive right to use the data. The BEV shall be entitled to continue to use the provided analogue and digital data for itself and to grant rights to use the same to third parties.

### 2.3.2 Proprietary rights

Upon acquisition of data the following proprietary rights of the BEV shall be observed:

- a) According to Section 2 subpara 3 of the Austrian Copyright Act [*UrhG*], maps are works of literature. This includes, besides maps, relief representations of mountains. In accordance with Section 7 para 2 *UrhG* it is clearly defined that map works created or edited by the BEV and designated for distribution shall not be free works. The BEV holds the exclusive right to grant rights to exploit that data to third parties.
- b) Aerial photographs and orthophotos shall be subject to protection according to Section 74 *UrhG*.
- c) With regard to its databases, the BEV holds the exclusive right to use the work as defined by Sections 40f to 40h *UrhG* and the right of *sui generis* as defined by Sections 76c to 76e *UrhG*.

The proprietary rights to the data shall remain in effect even if is integrated into the customer's or a third party's database.

### 2.3.3 Obligation to inform about BEV's proprietary rights (copyright)

The customer shall be obliged to indicate BEV's copyrights on all digital and analogue copies of the original data in a suitable form "© (BEV – YYYY, Bundesamt für Eich- und Vermessungswesen in Vienna, Zl. <purchase order number and/or file reference>)". This shall apply, in particular, after processing of BEV data (derived products). The origin (copyright) of (original) data in any representation should be easily recognizable for third parties; in the case of derived products an indication of BEV's proprietary rights in the form of "© BEV, YYYY" shall be sufficient. This shall not include documents as defined by the Austrian Act on Partition of Real Property [*Liegenschaftsteilungsgesetz*] BGBl. [Federal Law Gazette] Nr. 3/1930 as amended from time to time nor official acts under the Austrian Surveying Act [*Vermessungsgesetz*] BGBl. [Federal Law Gazette] Nr. 306/1968 as amended from time to time.

#### **2.3.4 Agreement on use of data**

An agreement on use of data between the customer and the BEV shall be necessary for the use of these data. Under such an agreement the right to use data shall only extend to the relevant purpose stated. In accordance with the requirements of the customer an adequate type of use as defined in Section 2.2 shall be allocated to the agreement on the use of data. The type of use described in the agreement on the use of data shall also define the scope of the actions of use permitted. In the case of illegal use the customer shall be fully liable to compensate the BEV for any damage suffered. The customer shall also be liable for any misuse by his contracting parties (staff, contractors and other third parties).

#### **2.3.5 Term of an agreement on use of data**

The term of the agreement on use of data shall be subject to the agreed right to use data. Unless the individual rights to use data as defined in Section 2.2 contain any limitations, the term of use may be related to a specific case or may be agreed for a definite or indefinite period of time. Upon expiration of the term which is related to the case or of the agreed term, the data purchased from the BEV may not be used any longer. This shall not include cases deserving special consideration (e.g., fulfilment of warranty obligations of a manufacturer of derived products). In such cases the customer shall inform the BEV about the reasons and scope of (continued) use and pay charges for use in accordance with the underlying agreement for the additional term. The agreement on use of data shall terminate early if the customer violates the provisions of the terms and conditions of provision and use of data. Moreover, the customer shall be fully liable to compensate the BEV for any damage suffered.

#### **2.3.6 Customer's duties to provide information**

The customer shall be obliged to provide the BEV with any and all information in writing which is necessary for definition of the right to use data to be applied as well as any changes to the extent that they lead to application of a different right to use data. If such a change of use on the part of the customer requires application of a different right to use data, this shall lead to a new written agreement on use of data between the customer and the BEV. If certain facts, e.g. number of copies, cannot be determined in advance, the customer shall advise them subsequently.

Moreover, the customer shall be obliged, upon request, to disclose to the BEV additional details on the use of data at any time. For the purpose of verifying information provided by the customer that is necessary for calculation of the user fee, the BEV shall be entitled to inspect the relevant business records of the customer with regard to use of the data with the assistance of a tax advisor or chartered accountant being a member of his professional organisation and subject to a secrecy obligation.

### **2.3.7 Passing on of BEV data to third parties**

The customer shall not be permitted to pass on to third parties any (original) data obtained from the BEV, neither free of nor against a charge, nor to grant sublicenses. If the data obtained from the BEV is intended to be made available to others than internally authorized users, editing and processing of the data ("**derived product**") within the scope of a relevant right to use the data shall be required except in the case of the "free use of work" right (Section 2.2.1). Editing and processing of data shall be effected through merging of the data with other topographic or thematic information and/or by use as a draft. In this respect the customer shall ensure that third parties are not able to derive (extract) from original BEV data. The customer shall be fully liable to compensate the BEV for any resulting damage.

#### **Exception:**

The following customers shall be permitted to pass on (original) data obtained from the BEV to third parties:

- Private-law enterprises under a group licence as defined in Section 2.1.
- Within the scope of public administration exclusively for public tasks of direct state administration provided that the users concerned acquired the relevant rights to use data from the BEV.

### **2.3.8 Editing and processing of data by a contractor**

For the purpose of editing data the customer shall be allowed to pass on BEV data to a contractor for a maximum period of two years. Passing on data for more than two years shall require a written agreement with the BEV. Any use by the contractor going beyond the order shall not be permitted. Passing on of data for editing and processing by the contractor shall, in addition, only be permitted upon signing of a **formal declaration of commitment** by the contractor. The declaration of commitment shall at least contain the following information:

- exact name of the contractor,
- exact description of the order,
- statement that use of the data by the contractor is limited to fulfilment of the order,
- that no transfer of title or additional rights to use the original data is granted to the contractor,
- that the results obtained may only be made available to the principal and
- that upon conclusion of the order the original BEV data must be deleted by the contractor.
- Furthermore, under the formal non-disclosure agreement a right of the BEV to impose an obligation on the contractor to make available details on the use of the data at any time upon request shall be agreed.

The customer shall be liable vis-à-vis the BEV for misuse of the data by his contractor. A form of "Non-Disclosure Agreement" is available for download from BEV's homepage. Non-

disclosure agreements shall be kept by the customer. The BEV shall be entitled to inspect the non-disclosure agreements kept by the customer at any time. Documents requested by the BEV shall be provided within two weeks; otherwise a contractual penalty of 5.000,00 EUR shall be charged.

### **2.3.9 Commercial use**

Commercial use of the data shall mean use for the purpose of making available to others than internally authorized users the customer's derived products on the basis of BEV data and/or where such data is used beyond the scope of internal use as defined in Section 2.1 and/or free use of works as defined in Section 2.2.1.

Commercial use may be affected directly or indirectly and shall not depend on whether any profit is made by the customer. Indirect commercial use shall exist, for example, if third parties are provided with data which includes thematic information free of charge but the service is financed by others (e.g. by a principal) or such provision of data is made for advertising purposes.

### **2.3.10 Copies**

Making copies of the data shall be permitted only within the scope of the use permitted, except for purposes of data backup. The user of the data shall ensure that third parties have no access to the data or any copies thereof and that the staff and/or employees neither use the data for their own purposes nor make them available to third parties. The customer shall be liable to fully compensate the BEV for any resulting damage.

### **2.3.11 Liability of the BEV**

Data shall be made available by the BEV with utmost care. However, the BEV does not guarantee that the data is correct, complete, consistent or accurate. The BEV shall not assume any liability for defects of the data, in particular not for consequential damage due to defects, except in case of wilful intent or gross negligence. Neither shall the BEV be liable for the content of information which is processed by customers (third parties) jointly with the data of the BEV. Furthermore, the BEV shall not be liable for defective or incompatible software of the customer or third parties in connection with reading or processing of digital data of the BEV. Finally, the BEV shall not be liable for usability of data for certain (specific) purposes of the customer unless expressly agreed in writing.

### **2.3.12 Liability of the customer**

In the case of illegal use and thereby violating the agreement, the customer shall be liable to fully compensate the BEV for any damage suffered. This shall, in particular, include liability for damage caused by violation of the obligation to indicate BEV's proprietary rights, use of the data beyond the agreed type of use, non-compliance with the customer's duty to inform, impermissible (non-secured) passing on of BEV's data to third parties, careless backing up of BEV's data, etc. The customer shall also be liable for any misuse by his contracting parties (staff, contractors and other third parties).

In the event that BEV's data is used or passed on by the customer or a person for whom he is responsible (staff, contractor) to a third party in violation of the agreement or if a third party obtains unauthorised access to data of the BEV stored with the customer, the customer shall pay a contractual penalty in the amount of 10% of the standard charge for the affected data per month for the duration of unauthorised use, at least 500,00 EUR, passing-on of the data to and/or access by a third party to the same. Such contractual penalty shall not be subject to a judicial right of reduction. Assertion of additional claims for damages in the case of fault of the customer shall not be affected thereby.

## 3 Price list for surveying products

### 3.1 Control survey

#### 3.1.1 Control points from reference system in use

##### Control points for position and height

	Price in € per control point
Control points for position and height	0,40
Control point map (sketch + co-ordinate) format A4 – paper	0,50
Control point map (sketch + co-ordinate) format A4 – PDF	0,25

##### General map of control points

	Price in € per sheet
Format A4 – PDF	2,50
Format A3 – PDF	3,75
Format A2 – PDF	5,00
Format A1 – PDF	10,00
Format A0 – PDF	15,00

Printouts are subject to a 100% surcharge, to be added to the PDF standard price.

#### 3.1.2 Transformation parameters

	Price in € per parameter set
Global transformation parameter set MGI-ETRS 89 – PDF	free of charge
Local transformation parameter set – digital	17,00

### 3.1.3 Grid products

	Price in €
GIS grid (position)	free of charge
Height grid	free of charge

### 3.1.4 APOS post-processing (APOS-PP)

	Price in € per minute/reference station
Data rate 1 second	0,10
Data rate 5, 15 or 30 seconds	0,05

### 3.1.5 APOS real time (APOS-RTK, APOS-DGPS)

	Price in €
Installation fee (nonrecurring charge)	50,00
RTK (cm-accuracy) per second	0,0015
RTK (cm-accuracy) flat rate per day	20,00
RTK (cm-accuracy) flat rate per month	200,00
DGPS (dm-accuracy) per second	0,00015
DGPS (dm-accuracy) flat rate per day	2,00
DGPS (dm-accuracy) flat rate per month	20,00

### 3.1.6 APOS raw data (APOS-RAW)

	Price in € (annual fee)
Austria, entire national area	50 000,00

### 3.1.7 Geophysical data (gravity values, geoid undulations)

#### Gravity values

	Price in € per point
Existing gravity values, measured or interpolated within a closed area or along a line	1,00
Gravity values of specified points, interpolated taking into account the gravity anomaly and the topographic effect within a closed area	2,50
Reduced gravity values in a cohesive area (grid value)	0,10

#### Geoid undulations

	Price in €
Austria (entire national area) or per federal state	Free of charge

### 3.1.8 Gravity map, geoid map

	Price in €
Gravity map of Austria, Bouguer Anomalies, 1:1 000 000 – PDF	free of charge
Geoid map of Austria – PDF	free of charge

### 3.1.9 Other products and services of control surveying

The following services will be charged depending on the cost of material and staff or the hourly rates of the staff see Chapter 5:

- Orthometric heights of control points of precise levelling
- Determination of absolute gravity
- Determination of gravity gradient (gravity)
- Determination of deflection of the vertical
- Determination of gravity values by repeating measurement



## 3.2 Remote sensing

### 3.2.1 Index map of photo flight

	Price in € per single flight project
Index map	Free of charge
Index map PDF	Free of charge

### 3.2.2 Digital aerial image

	Price in € per aerial image
Scanned analog aerial imagery – until flight year 2009	25,00
Digital aerial imagery – as of flight year 2010	25,00

### 3.2.3 Analogue aerial images

#### Analogue aerial image as well as enlargement – complete image (until flight year 2009)

	Price in € per complete image
1:1 – PDF	10,00
1:2 – PDF	16,00
1:3 – PDF	22,00
1:4 – PDF	35,00
1:5 – PDF	52,00
1:6 – PDF	72,50

Printouts are subject to a 100% surcharge, to be added to the PDF standard price.

#### Partial enlargement of analogue aerial images (until flight year 2009)

	Price in € per image
Format A4 – PDF	20,00
Format A3 – PDF	25,00
Format A2 – PDF	30,00
Format A1 – PDF	50,00
Format A0 – PDF	70,00

Printouts are subject to a 100% surcharge, to be added to the PDF standard price.

### 3.2.4 Copy of aerial images

	Price in € per sheet
Copy of archived aerial images – PDF	7,50

### 3.2.5 Basic photogrammetric data (until flight year 2009)

	Price in € per item
Working copy	7,50
Co-ordinates as per control point + sketch	3,00
Calibration protocol	Free of charge
Orientation parameters	Free of charge

### 3.2.6 Digital Orthophoto

#### Orthophoto – up to date

	Price in € per sq. km
Orthophoto coloured, resolution 0,20 m or 0,25 m	3,00
Orthophoto coloured, resolution 0,5	1,00
Orthophoto coloured, resolution 1 m	0,20
Orthophoto coloured, resolution 2 m	0,05

#### Orthophoto – historical

	Price in € per sq. km
Orthophoto B&W – resolution 0,5 m	1,00
Orthophoto coloured, resolution – 0,25 m	3,00

### 3.2.7 Analogue orthophoto

#### Analogue orthophoto – up to date

	Price in € per sheet
Format A4 – PDF	2,50
Format A3 – PDF	3,75
Format A2 – PDF	5,00
Format A1 – PDF	10,00
Format A0 – PDF	15,00

### Analogue orthophoto – historical

	Price in € per sheet
Orthophoto coloured, map sheet division of DKM 1:2 000, PDF	10,00
Orthophoto B&W, map sheet division of ÖLK	10,00

### 3.3 Digital landscape model (DLM)

#### DLM select

<b>Object range transport network</b>	Price in € per sq. km
<b>Object groups</b>	
Roads	0,120
Buildings	0,012
Railways	0,012
Lift	0,012
Lift pole	0,006

<b>Object range buildings</b>	Price in € per sq. km
<b>Object groups</b>	
Municipal facilities	0,012
Industrial sites	0,012
Culture	0,012
Leisure	0,012
Other	0,002
Protected and prohibited sites	0,002
Power line	0,002
Power pole	0,002

<b>Object land use</b>	Price in € per sq. km
<b>Object groups</b>	
Protected and prohibited areas	0,002
Leisure	0,006
Traffic	0,006
Industrial areas	0,002

<b>Object range hydrography</b>	Price in € per sq. km
<b>Object groups</b>	
Running waters	0,012
Buildings for water supply	0,002
Hydrographic points of interest	0,006
Water related buildings	0,002

<b>Object range land cover</b>	Price in € per sq. km
<b>Object groups</b>	
Water shore	0,006

<b>Object range place-names</b>	Price in € per sq. km
<b>Object groups</b>	
Names of settlements	0,0006
Names of regions	0,0006
Names of mountains	0,0006
Names of glaciers	0,0006
Names of hydrography	0,0006
Names of other objects / undefined	0,0006
Field names	0,0006

### 3.4 Digital terrain model (DGM)

#### 3.4.1 DGM Grid

	Price in € per sq. km
5 m grid width	3,00
25 m grid width	1,00
50 m grid width	Free of charge
100 m grid width	Free of charge
250 m grid width	Free of charge
500 m grid width	Free of charge

#### 3.4.2 DGM Digital contour lines

	Price in € per sq. km
5 m equidistance	2,00
10 m equidistance	1,00
20 m equidistance	0,25

#### 3.4.3 DGM terrain structure and form lines

	Price in € per sq. km
Structure information	4,00
Structure information combined with 5 m grid	5,00

### 3.5 Digital surface model (DOM)

	Price in € per sq. km
0,5 m grid width	6,00

### 3.6 Cartographic models (KM)

#### 3.6.1 Cartographic model 1:50 000 raster (KM50-R)

##### KM50-R

	Price in € per sq. km
Resolution 1016 dpi separated layers – complete set	0,300
Resolution 508 dpi separated layers – complete set	0,100
Resolution 254 dpi separated layers – complete set	0,050
Resolution 1016 dpi colour image data	0,150
Resolution 508 dpi colour image data	0,050
Resolution 254 dpi colour image data	0,025

The percentage stated below will be charged for individual topics (aggregation of layers):

Cartographic representation	50 %
Contour lines	20 %
Water bodies	15 %
Forests/woodlands	10 %
Thematic overprint	5 %

##### KM50-R Hill shading

	Price in € per sq. km
Resolution 508 dpi	0,04

### 3.6.2 Cartographic model 1:250 000 raster (KM250-R)

#### KM250-R

	Price in € per sq. km
Resolution 1016 dpi separated layers – complete set	0,05000
Resolution 508 dpi separated layers – complete set	0,01500
Resolution 254 dpi separated layers – complete set	0,00750
Resolution 1016 dpi colour image data	0,02500
Resolution 508 dpi colour image data	0,00750
Resolution 254 dpi colour image data	0,00375

The percentage stated below will be charged for individual topics (aggregation of layers):

Cartographic representation	50 %
Contour lines	20 %
Water bodies	15 %
Forests/woodlands	10 %
Thematic overprint	5 %

#### KM250-R Hill shading

	Price in € per sq. km
Resolution 508 dpi	0,01

### 3.6.3 Cartographic model 1:500 000 raster (KM500-R)

#### KM500-R

	Price in €
Austria, entire national area	Free of charge

### 3.6.4 Cartographic model 1:2 000 000 raster (KM2000-R)

#### KM2000-R

	Price in €
Austria, entire national area	Free of charge

### 3.6.5 Cartographic model 1:50 000 vector (KM50-V)

#### KM50-V

	Price in € per sq. km
Forest	0,03
Contour lines	0,12

### 3.6.6 Cartographic model 1:250 000 vector (KM250-V)

#### KM250-V

	Price in € per sq. km
Traffic	0,045
Water bodies	0,015
Contour lines	0,015
Vegetation	0,010
Cartographic representation	0,010
Administrative boundaries	0,005

### 3.6.7 Digital cartographic model 1:500 000 vector (KM500-V)

#### KM500-V

	Price in €
Austria, entire national area	free of charge



### 3.6.8 Cartographic model 1:1 000 000 vector (KM1000-V)

#### KM1000-V

	Price in €
Austria, entire national area	Free of charge

### 3.7 Austrian Map mobile

#### Austrian Map mobile (AMap mobile) for Android and iOS

	Price in €
App „Austrian Map mobile“ at Google Play and App Store	Free of charge
Tile contingent 500 tiles	1,99
Tile contingent 2000 tiles	5,99
Per area (Province map sheet division ÖK 1:200 000)	14,99
Austria, entire national area (for iOS only)	74,99

Prices as of January 2017 (prices are determined by the stores).

### 3.8 Topographic maps

	Price in € per sheet
Austrian map 1:25 000 V – UTM	9,90
Special issues (regional maps)	9,90
Austrian map 1:50 000 – UTM	9,90
Austrian map 1:250 000	9,90
Austrian map 1:500 000	9,90

#### Topographic maps, accessories

	Price in € per unit
Names index of the Austrian map 1:500 000	Free of charge
Kartometer	2,00

## 3.9 Historical maps

### 3.9.1 Original historical maps

	Price in € per sheet
Historic maps	8,00
Legend of the historic topographic maps	2,00
Historic Atlas of the Alpine countries (7 sheets)	43,00

### 3.9.2 Reproductions of historical maps

	Price in € per sheet
Reproduction A1 – PDF	10,00

### 3.9.3 Digital historical maps

#### Digital historical maps

	Price in € per sheet
Historical maps	15,00

## 3.10 Cadastral Data

### 3.10.1 Analogue cadastral data

#### Graphical data – standard and special edition

	Price in € per sheet
Format A4 – PDF	2,50
Format A3 – PDF	3,75
Format A2 – PDF	5,00
Format A1 – PDF	10,00
Format A0 – PDF	15,00
With background for the whole section	50 % surcharge
With background for selected objects	25 % surcharge

Printouts are subject to a 100% surcharge, to be added to the PDF standard price.

#### Analogue administrative data

	Price in € per object
Parcel register format A4 – PDF	0,03
Parcel register with the list of owners/listed by entries format A4 – PDF	0,06
Business case register Format A4 – PDF	0,03
Historical digital parcel register Format A4 – PDF	0,03
Protocol of negotiations (boundary protocol) format A4 – PDF	0,03

Printouts are subject to a 100% surcharge, to be added to the PDF standard price.

The minimum invoice amount per order item for administrative data in PDF is 2,50 EUR and for printouts 5,00 EUR.

### 3.10.2 Digital cadastral data

The minimum invoice amount per order item is for the following data (graphical or administrative data) 0,25 EUR.

#### Graphical data – raster

	Price in € per sq. km
Cadastre – graphical data	10,00

### Graphical data – vector

	Price in € per object
Cadastre – graphical data (all layers)	0,100
Parcel boundaries + parcel numbers, boundary points and boundary point numbers	0,065
Boundary of land cover + symbols of land cover, other lines, other symbols, other labels	0,030
Control points	0,005

### Administrative data

	Price in € per object
Parcel register	0,020
Parcel register with the list of owners/listed by entries*	0,040
Business case register	0,020
Boundary points and state boundary points	0,015
INSPIRE CP – cadastre parcels	0,020

\*The delivery of data (list of owners) is restricted by data protection conditions.

### Preview layer\*

	Price in € per object
Graphical data – vector (all layers except control points)	0,100

The minimum invoice amount for the data is 0,25 EUR per order item.

\* For reasons of data protection, these data are available for concerned property owners, authorized surveyors and authorities only for execution of legal duties.

### 3.10.3 Cadastre – reference date data

The minimum invoice amount per order item is for the following data (graphical or administrative data) 0,25 EUR.

### Graphical data - vector

	Price in € per object
Graphical data (all layers)	0,010

## Administrative data

	Price in € per object
Parcel register	0,002
Parcel register with the list of owners*	0,004

\*The delivery of data (list of owners) is restricted by data protection conditions.

### 3.10.4 Excerpt from the cadastral archives

## Business cases

	Price in € per business
Part A – technical part - archival surveying document – PDF	0,80
Part B – written part – PDF*	2,50
Part C – boundary negotiations protocol – PDF*	2,50
Part A – technical part - archival surveying document – print-out	5,00
Part B – cadastral document – print-out*	5,00
Part C – boundary negotiations protocol – print-out*	5,00

\* For reasons of data protection, these data are available for persons with a legitimate interest only.

### 3.10.5 Historical cadastre – reproduction of the original map

	Price in € per sheet
Original map with page margin layout, map sheet division - PDF	10,00

### 3.10.6 Historical cadastre – digital original map

	Price in € per sheet
Original map with page margin layout, map sheet division	15,00

## 3.11 Administrative units

### Administrative boundaries

	Price in € per administrative unit
Administrative boundaries (accuracy based on parcel boundaries)	0,20

### Administrative boundaries – reference date data

	Price in € per administrative unit
Administrative boundaries (accuracy based on parcel boundaries)	Free of charge
Administrative boundaries 1:50 000	Free of charge
Administrative boundaries 1:250 000	Free of charge

### Information about regional units

	Price in € per administrative unit
Information about regional units	Free of charge

### Register of cadastral municipalities

	Price in €
Register of cadastral municipalities	Free of charge

### 3.12 Documentation of Austrian state boundaries

	Price in € per sheet
Boundary description – PDF	0,10
Coordinate register – PDF	0,10
Map of state boundaries up to format A3 – PDF	3,75
Map of state boundaries larger than format A3 – PDF	5,00
Other technical documents up to format A3 – PDF	3,75
Other technical documents larger than format A3 – PDF	5,00

Printouts are subject to a 100% surcharge, to be added to the PDF standard price.

### 3.13 Printed works

	Price in € per work
1 - 100 pages – PDF	2,50
101 - 300 pages – PDF	7,50
301 and more pages – PDF	17,50
Single page – PDF	0,10

Printouts are subject to a 100% surcharge, to be added to the PDF standard price.

### 3.14 Other reproductions

	Price in € per sheet
Format A4 – PDF	2,50
Format A3 – PDF	3,75
Format A2 – PDF	5,00
Format A1 – PDF	10,00
Format A0 – PDF	15,00

Printouts are subject to a 100% surcharge, to be added to the PDF standard price.

In addition, processing time will be charged according to the applicable hourly rates (see Chapter 5).

## 4 Geographical information services

### 4.1 General Aspects

BEV's geographical information services provide access to spatial base information by modern means of communication (e.g. the internet). If applicable, additional services, such as merging of different sets of data, are connected therewith.

To use a geographical information service, the customer is required to register (access protected by password). The geographical information service included in the supply agreement determines the type and manner and the scope of the data and/or the functions to be obtained via the internet.

For the provision and/or purchase of data within the scope of a geographical information service a minimum term of contract of one year has been provided for. The agreement shall be renewed automatically for another year, unless it is terminated not later than one month prior to its expiration.

### 4.2 Geographical internet applications

The BEV shall provide geographical internet applications with different data and functionalities. The applications may be retrieved from other customer systems by defined parameters. It is possible to transfer defined data sets to the retrieving system, e.g. co-ordinates of a set point.

#### 4.2.1 GeoRef

	Basic fee in € p.a.
Access fee GeoRef	120,00

The **amount of the standard charge** for one year shall be calculated on the basis of the table below:



<b>Number of clicks</b>	<b>Price in € p.a.</b>
1 to 10.000	600,00
10.001 to 50.000	1.800,00
50.001 to 200.000	3.600,00
200.001 to 500.000	5.400,00
500.001 to 1.000.000	7.200,00
1.000.001 to 3.000.000	9.000,00
<b>Subsequent clearing</b>	<b>Price in € per click</b>
Per click beyond the selected package level	0,10

The level of use shall be selected by the customer in advance. If the selected maximum limit is exceeded, the services shall be charged subsequently per click.

### **4.3 INSPIRE geodata services**

The INSPIRE geodata services shall be provided in accordance with Article 11 of the Directive 2007/2/EC of the European Parliament and of the Council of 14 March 2007 (INSPIRE - Directive) as discovery services, view services, download services, transformation services and invoke spatial data services.

#### **4.3.1 Discovery services**

- CSW Discovery service

#### **4.3.2 View services**

- WMS Coordinate reference systems
- WMS Geographical grid systems
- WMS Geographical names
- WMS Administrative units
- WMS Addresses
- WMS Cadastral parcels
- WMS Elevation
- WMS Land cover
- WMS Orthoimagery

The internal and external use of the INSPIRE discovery and view services is free of charge. The standard rights of use, section 2.2.2. e) Free of charge products and services of the BEV shall apply to external use.

### 4.3.3 Download services

BEV Inspire download services will either be published as a “predefined data-set” and shall be considered free of charge (see 2.2.2. e)) or in case of products against payment they shall be made available as BEV Product-Webservice (4.4).

The external right of use, standard use according to Section 2.2.2. e), shall apply to products free of charge, the applicable external right of use according to Section 2.2 shall apply to products against payment.

### 4.4 BEV Product-Webservice

The BEV Product-Webservice is a system interface to order download products using the customer’s application software. For this service a base rate is charged. The ordered products will be invoiced in accordance with these standard charges.

	Basic fee in € per month
Product-Webservice	10,00

## 5 Hourly rates

The hourly rates depend on the personnel costs of the BEV.