

SAPOS®-Registration – nationwide

Zentrale Stelle SAPOS® (SAPOS® Central Office)
c/o LGLN, Landesvermessung und Geobasisinformation

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GeoBasis-DE

Satellite Positioning Service of the
Official German Surveying and Mapping

Agency for Geoinformation and
State Survey of Lower Saxony (LGLN)

Agreement with acknowledgement of the General Terms and Conditions for Provision and Use of Geospatial Data (AGNB)

The subject matter of this agreement is the provision of geospatial data of the SAPOS® Central Office (licensor) to the licensee in accordance with the Annex on Geospatial Data/Fees and the granting of the right to use the geospatial data internally for the licensee's own purposes. The licensor and licensee are the parties to the agreement.

1. Licensee:

	Address of licensee:	Billing address (if different):
Company / Name:	_____	_____
Business segment:	_____	
Street, house number:	_____	_____
Postcode, city:	_____	_____
Country:	_____	_____
Telephone:	_____	
	Technical contact person:	Invoice dispatch (if different):
Email address:	_____	_____
VAT ID	_____	

Debit via SEPA direct debit procedure (The application form will be sent to you by email.)

The invoice will be sent to the email address provided above.

2. Geodata / Fees:

- 2.1 The licensee will be activated for the SAPOS® services selected below by the SAPOS® Central Office on behalf of the German Federal States that are member of the SAPOS® operator community (see Annex on Commissioning Partners). The licensee will be provided with geospatial data in accordance with the SAPOS® product definition in its currently valid version (see www.adv-online.de).
- 2.2 The fees are calculated according to the Annex on Geospatial Data/Fees and are charged separately by the SAPOS® Central Office. A one-time administration fee of 100 EUR is charged for registration to use SAPOS® services.

For transfer in EU member states and other countries with reverse charge: As this is a provision of the geospatial data in a tax-free intra-Community delivery from Germany to other EU member states or other countries according to the value added tax act (e.g. Norway) - no value added tax will be charged (Reverse Charge).

For transfer in other third countries: The licensee commits himself to pay the VAT in accordance with the tax regulations applicable at the company's headquarters autonomously (tax liability of the recipient of the services).

HEPS <input type="checkbox"/>	Flat fee of EUR 10 per month per registered user ID
	Number of HEPS user IDs: _____

- The flat fee is charged regardless of the actual use of the HEPS service.
- A user ID can be used on different devices, but not simultaneously. The number of user IDs can be changed at any time, but this must be done in writing (email). If new user IDs are registered or existing user IDs are terminated within a period of one month, the flat fee for the entire month will be charged regardless of the exact date of notification.

GPPS <input type="checkbox"/>	Flat fee of EUR 10 per month for each reference station used
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- The flat fee is charged for each reference station used during the course of a calendar month. The flat fee will be invoiced in full for each calendar month started
- When calculating virtual reference stations (VRS), an assignment is made to the nearest reference station.
- The order period is decisive for calculating the fee, not the time of acquisition. RINEX data from previous months can be provided (depending on availability) and will be invoiced on a monthly basis with each billing cycle. Previous invoices will not be taken into account.

3. Duration / termination:

- 3.1 This agreement will enter into force upon your signature on 01.____.____ (month /year). The duration of this agreement will be one month and shall be extended by one month at a time after expiry unless terminated in writing by one of the parties of this agreement in good time before the end of the current month. Termination of all existing HEPS and GPPS user IDs shall constitute termination of this agreement.
- 3.2 This agreement can be terminated in writing without prior notice for substantial reason by each party of this agreement. A substantial reason exists, in particular, if the respective other party infringes an essential obligation defined in the agreement and does not fulfil this obligation even after receiving two written requests. In the case of general inability to pay or insolvency proceedings initiated against the licensee, no such written request is necessary.
- 3.3 If the licensor is entitled to terminate the license agreement pursuant to No. 3.2 as a result of culpable conduct on the part of the licensee, all rights granted to the licensee will expire.
- 3.4 Existing payment obligations shall remain unaffected by the termination of the agreement.

4. General Terms and Conditions for Provision and Use of Geospatial Data (AGNB):

The licensee has read the Annex on the AGNB. By signing, the licensee acknowledges the AGNB.

5. Processing of personal data:

By signing this SAPOS® registration form, the licensee consents to the processing of their personal data for the purpose of using SAPOS® data by the SAPOS® Central Office. The signatory has acknowledged the LGLN's privacy policy regarding the processing of their personal data. This privacy policy is available in German language at:

https://www.lgln.niedersachsen.de/startseite/wir_uber_uns_amp_organisation/datenschutz/datenschutz-im-lgln-138166.html

This License Agreement is written in German and English. In the event of any contradictions between the German text and the English text of this License Agreement, the German text prevails.

(Place, date)

(Signature(s) of licensee)

Please send this signed agreement by post or as a PDF document by email to the above address. Once we have received the agreement, we will activate your access to the relevant SAPOS® services.