

Terms of use for data based on regional statistical grid units (as at 19 June 2009)

1. General information

1.1. Usage permission

The Statistics Austria Federal Institution assigns the data user non-exclusive permission to use the data that is the subject of these Terms of Use. This usage permission may not be transferred.

1.2. Duty to refer to authorship

The data user is obliged to refer to the copyrights and related property rights of the Statistics Austria Federal Institution on all copies of the original data and on all subsequent products in a suitable form.

1.3. Usage agreement

(1) A usage agreement must be concluded between the Statistics Austria Federal Institution and the data user in order for data based on regional statistical grid units to be used.

(2) Usage of the data released is only permitted after the data user has filled in, signed and forwarded the present Terms of Use to the Statistics Austria Federal Institution.

(3) In the event that this usage agreement is contravened, the Statistics Austria Federal Institution is entitled to terminate said usage agreement with immediate effect. Upon termination of the usage agreement, the agent is obliged to delete all data based on the data provided as well as the underlying original data at the request of the Statistics Austria Federal Institution. The contractual penalty provisions in Point 3 of these Terms of Use are not affected by such a termination.

1.4. Liability of the data user

In the event of usage acts that are contrary to the agreement, the data user is fully liable for any loss or damage sustained by the Statistics Austria Federal Institution. The data user is liable for the legally effective transfer of liability to its customers.

Upon the legally effective transfer of liability to its customer (data end user), the data user is relieved of liability for usage acts of said customer that are contrary to the agreement.

1.5. Duty of the data user to supply information

The data user is obliged to inform the Statistics Austria Federal Institution in writing of all information required to define the usage rights to be applied and of all changes resulting in the application of other usage rights. This may require a new written usage agreement. The information required can be found in the order forms provided by the Statistics Austria Federal Institution.

1.6. Editing and processing of the data by a service provider

The data user is permitted to pass on the data from the Statistics Austria Federal Institution to a service provider for data editing purposes. The service provider may only use the data to perform a specific task. Any usage of the data that goes beyond the direct task is not permitted. An undertaking to this effect shall be signed by the data user and by its service provider(s). Liability for any misuse of the data rests with the data user. The service provider shall completely delete the data at its premises upon completion of the work commissioned.

1.7. Copies of the database

Copies of the database may only be made for data backup purposes in line with the Terms of Use agreed.

1.8. Usage fees

The amount of the usage fee depends on the usage rights (internal use, commercial use, resale). See Points 2.1. to 2.3. in this respect.

1.9. Data updates

(1) In the case of data that is updated at regular intervals by the Statistics Austria Federal Institution, data users may request an update of their product (data acquired for the first time or updates already acquired) at the list price for updates (corresponding to 40% of the price according to the current charging structure for first acquisition) under the following conditions:

(2) In the event of "internal use" usage rights, entitlement to acquire the update at the list price for updates requires that the last acquisition (first acquisition or most recently acquired update) of the data by the data user was within the previous three calendar years and the data user has fulfilled all associated obligations.

(3) In the event of "commercial use including resale" and "commercial use excluding resale" usage rights, the respective usage rights only remain valid provided that the update was acquired within six weeks of publication or completion of an update (Statistics Austria Federal Institution website or e-mail information). In the case of these

usage rights, entitlement to acquire the update also requires that the data user has fulfilled all obligations associated with the agreed usage.

(4) Any subsequent acquisition of the update corresponds to a first acquisition and is then only possible at the current price according to the charging structure for first acquisition (for the relevant usage type).

2. Usage rights

2.1. Internal use

(1) These usage rights allow the data user to use the data for internal purposes only. The data or any subsequent products derived therefrom may not be passed on to third parties either against or without payment.

(2) If the data is passed on to a service provider of the data user for editing and the results are only used internally by the contractor, this is admissible pursuant to Point 1.6.

(3) For central and local government, internal use (including integration into non-commercial applications) is only permitted provided that it arises within the context of governmental activities. Usage in areas of private sector administration is not permitted.

(4) If the data is used for both governmental activities and in areas of private sector administration in equal proportions, this is admissible if the data is not circulated commercially by private sector administration.

(5) The prices according to the current charging structure for first acquisition or acquisition of an update apply to internal use.

2.2. Commercial use excluding resale

(1) Commercial use excluding resale of the data applies when subsequent products of the data user are made accessible to the public, irrespective of whether the data user derives a profit therefrom.

(2) The data user must ensure that third parties are unable to derive (extract) the (original) data.

(3) A surcharge of 40% of the price according to the current charging structure for first acquisition or acquisition of an update shall also be paid for usage of the data for analyses or evaluations for third parties that goes beyond internal use.

2.3. Commercial use including resale

(1) Commercial use including resale applies when the data is resold in an unchanged form or is passed on or resold in an analogue or digital subsequent product (due to further editing or processing by the data user).

(2) For these usage rights, a one-time price according to the current charging structure shall be paid for first acquisition plus 50% of the first acquisition price according to the current charging structure at the time of first acquisition each time that the data is passed on to an end data user. When the data is licensed for use pursuant to 2.2. and 2.3., purchase for use pursuant to 2.3. is included in 2.2. provided that the purchase relates to the same data packets. The data packet therefore only needs to be purchased once.

(3) Data updates (updates pursuant to Point 1.9.) are subject to the prices according to the current charging structure for acquisition of an update plus 50% of the price according to the current charging structure for acquisition of an update at the time the update was purchased each time that data is passed on to an end data user entitled to acquire updates pursuant to 1.9.

(4) A similar usage agreement shall be concluded with the end data user by the data user after the Statistics Austria Federal Institution has been notified of the end customer. The data user must use the order form contained in the appendix to these Terms of Use to make said notification. The Statistics Austria Federal Institution is entitled to prohibit the end data users from using the data within three working days of receiving the notification upon specification of serious reasons.

(5) The end data user is not permitted to pass on or sell the data. The data user undertakes to expressly impose this regulation on the end data users in its agreements with said end data users.

(6) The Statistics Austria Federal Institution is granted the right to inspect the books of the data user and to check the IT equipment of the data user for monitoring purposes. The data user is obliged to facilitate inspection and checking within five working days of a written request by the Statistics Austria Federal Institution and to grant access to all business premises.

(7) In the event that the data user breaches this agreement, the data may no longer be used and must be deleted immediately by the data user.

3. Contractual penalty

(1) In the event of a breach of Points 1.3., 1.4., 2.1. and 2.2. of these Terms of Use or if the right of inspection is not granted in due time pursuant to Point 2.3. of these Terms of Use, the data user undertakes to pay for each breach a contractual penalty, which is not subject to reduction by judgment, of 100% of the amount of the usage rights originally acquired. In the event that the end data user passes on data contrary to the agreement in the case of usage permission pursuant to Point 2.3. of these Terms of Use, said data user shall pay a contractual penalty of the above amount.

(2) Payment of this contractual penalty does not accord usage permission to persons using the data without permission.

We declare that we fully accept the above Terms of Use.

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Company signature