

TanDEM-X PolarDEM User Licence

Version 14 November 2022

Update: Compilation of two licences (TanDEM-X PolarDEM 90 m Data Products, TanDEM-X PolarDEM High Resolution Coastline); Licence in English only; new paragraph “updates, fiction of consent”

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Part A: User Licence for Scientific Use only

User Licence for the Utilization of the TanDEM-X PolarDEM 90 m Data Products for Scientific Use

Hereby a licence for the use of the TanDEM-X PolarDEM 90 m Digital Elevation data products as defined below is granted by the German Aerospace Center (DLR) to the User. This licence is free of charge, but exclusively granted for scientific use. A licence for commercial use of the TanDEM-X-PolarDEM-90 m data products is to be purchased separately.

DEFINITIONS

(1) The TanDEM-X PolarDEM 90 m products as described in the DLR TanDEM-X PolarDEM Product Specification Document (TD-GS-PS-0208) were derived from the global TanDEM-X Digital Elevation Model and have a pixel spacing of 90 meters in northing and easting. The TanDEM-X PolarDEM 90 m product contains all data provided on the DLR delivery server, including all supplemental data and metadata.

The TanDEM-X PolarDEM Product Specification Document (TD-GS-PS-0208) is an annex essential part of the user licence.

(2) The German Aerospace Center (DLR) is the author and owner of the TanDEM-X PolarDEM 90 m product.

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- (3) User is the person named in the user account used for downloading the TanDEM-X PolarDEM 90 m product(s).
- (4) Scientific use is the use of TanDEM-X PolarDEM 90 m by public or private research organisations or researchers only for the purpose of obtaining academic research results for their own scientific purposes.
- (5) Commercial use is marketing, especially the sale of the TanDEM-X PolarDEM 90 m for the purpose of charging a fee or receiving remuneration.

DATA RIGHTS

- (1) DLR provides the TanDEM-X PolarDEM 90 m to the User free of charge for scientific purposes and grants the User a non-exclusive, spatially and temporally unlimited, non-transferable, non-sublicensable right to use the TanDEM-X PolarDEM 90 m. This licence does not grant any other use, especially no commercial use of the TanDEM-X-PolarDEM-90. The TanDEM-X PolarDEM 90 m may not be passed on to third parties or published.
- (2) The transfer of the TanDEM-X PolarDEM 90 m to third parties as well as its publication is not permitted.
- (3) In the event of any unauthorised use of the TanDEM-X PolarDEM 90 m, or if the User has provided incorrect or incomplete mandatory registration data / account information, the licence is deemed not granted and use is unlawful.
- (4) The TanDEM-X PolarDEM 90 m product(s) was produced using Copernicus DEM COP-DEM-GLO-30-R © DLR e.V. (2014-2018) and © Airbus Defence and Space GmbH (2019-2023) provided under COPERNICUS by the European Union and ESA; all rights reserved. The COP-DEM-GLO-30-R was used on local basis to support the gap-filling.
- (5) EO data provided under COPERNICUS by the European Union and ESA.
- (6) In publications based on the TanDEM-X PolarDEM 90 m the User undertakes to clearly mark all data in such a way that the authorship and copyright of DLR is comprehensible to all: "© DLR 2019-2023". Derived information must include a reference to the TanDEM-X PolarDEM 90 m as data source, regardless of the form in which it was created.

LIABILITY/WARRANTY

- (1) The TanDEM-X PolarDEM 90 m is provided without any warranty / guarantee in its respective condition. Also, the organisations in charge of the Copernicus programme by law or by delegation do not incur any liability for any use of the COP-DEM-GLO-30-R.
- (2) The User assumes full responsibility for the contractual use of the TanDEM-X PolarDEM 90 m.
- (3) The User is liable to DLR for all damages, irrespective of the legal basis, caused through intent or negligence.
- (4) DLR is not obliged to third parties by this contract. DLR only accepts liability for damages in the case of intentional or grossly negligent conduct. DLR's liability in the event of gross negligence is limited to the damage typically foreseeable in such contracts. Liability for further damages is excluded. The User indemnifies DLR in full against any claims by parties that may have been damaged.

UPDATES, FICTION OF CONSENT

- (1) DLR reserves the right to update this licence contract. DLR will inform the User by email to the address provided during registration well in advance about the update and the changes made. The amendments shall enter into force two weeks after their announcement.
- (2) The User accepts the amended Licence Contract by using the EOC Geoservice after they become effective.

TERMINATION

- (3) DLR reserves the right to terminate the provision of the TanDEM-X PolarDEM 90 m to the User and/ or the licence to use the TanDEM-X PolarDEM 90 m at any time. The user has the right to terminate the licence at any time.
- (4) In the event of termination of the licence, the User is obligated to delete the TanDEM-X PolarDEM 90 m and all its copies and to confirm this in writing to DLR upon request.
- (5) The User has no right to compensation or damages as a result of termination.

MISCELLANEOUS

Changes or additions to this licence agreement are only effective if agreed in writing by both parties. This licence is subject to the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Part B: Further Licences for Use

User Licence for the Utilization of the TanDEM-X PolarDEM High Resolution Coastline

The TanDEM-X PolarDEM High Resolution Coastline as described in the DLR TanDEM-X PolarDEM Product Specification Document (TD-GS-PS-0208) describes the separating line between land and sea, including ice shelves. It was derived from the 0.4 arcsec (approximately 10-12 m) TanDEM-X PolarDEM elevation (DEM) and amplitude (AMP) layers. The minimum point distance of the polygon points is 10 m.

DATA RIGHTS

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COPYRIGHT NOTICE:

Please mark all data in such a way that the authorship and copyright of DLR is comprehensible to all, e.g.:
“© DLR 2019-2023”.