

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

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

DEFINITIONS

- (1) The TanDEM-X 90m DEM product as described in the DLR TanDEM-X DEM Products Specification Document (TD-GS-PS-0021) was derived from the global TanDEM-X Digital Elevation Model and has a pixel spacing of 3 arcseconds in the latitude direction. The TanDEM-X 90m DEM product contains all data provided on the DLR delivery server, including all supplemental data and metadata.
- (2) The German Aerospace Center (DLR) is the author and owner of the TanDEM-X 90m DEM.
Deutsches Zentrum für Luft- und Raumfahrt e.V.
German Aerospace Center (DLR)
Linder Höhe
51147 Köln
Germany
- (3) User is the person named in the registration form as the holder of the user account for downloading the TanDEM-X 90m DEM product(s).
- (4) Scientific use is the use of TanDEM-X 90m DEM 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 90m DEM for the purpose of charging a fee or receiving remuneration.

DATA RIGHTS

- (1) DLR provides the TanDEM-X 90m DEM 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 90m DEM. This licence does not grant any other use, especially no commercial use of the TanDEM-X 90m DEM. The TanDEM-X-90m-DEM may not be passed on to third parties or published.
- (2) The transfer of the TanDEM-X 90m DEM to third parties as well as its publication is not permitted.
- (3) In the event of any unauthorised use of the TanDEM-X 90m DEM, or if the User has provided incorrect or incomplete address information in the registration form, the licence is deemed not granted and use is unlawful.
- (4) In publications based on the TanDEM-X 90m DEM the User undertakes to clearly mark all data in such a way that the authorship and copyright of DLR is comprehensible to all: "© DLR <year of data delivery>". Derived information must include a reference to the TanDEM-X 90m DEM as data source, regardless of the form in which it was created.

LIABILITY/WARRANTY

- (1) The TanDEM-X 90m DEM is provided without any warranty / guarantee in its respective condition.
- (2) The User assumes full responsibility for the contractual use of the TanDEM-X 90m DEM.
- (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.

TERMINATION

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

MISCELLANEOUS

Changes or additions to this license agreement are only effective if agreed in writing by both parties. This license 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.