

License Terms and Conditions of GFZRNX - RINEX GNSS Data Conversion and Manipulation Toolbox for Commercial Users¹

Of the Helmholtz-Centre Potsdam – German Research Centre for Geosciences GFZ, a Public Law Foundation under the laws of the County Brandenburg, Germany, Telegrafenberg, 14469 Potsdam, Germany, VAT ID No. according to § 27a VAT Tax Act: DE 138407750, Mail: gns@gfz-potsdam.de (hereafter "**GFZ**")

1. Scope of application

- (1) These License Terms and Conditions ("**Terms**") apply for the contractual relation between **GFZ** and commercial users ("**USER**"). Commercial users are companies, legal entities, public institutions or natural persons when using the license for commercial results or services; the term "services" covers the use of GFZRNX as part of a recurring process chain, for example routine or operational use.
- (2) These Terms govern the USER's acquisition and use of GFZRNX - RINEX GNSS Data Conversion and Manipulation Toolbox software in executable form, any updates as well as the respective documentation/user Manual ("**Software**") as provided by GFZ as download on the website <https://gns.gfz-potsdam.de/services/gfzrnx> ("**Website**").

2. Registration, Conclusion of Contract

- (1) The USER needs to register an account as commercial USER on the Website to be able to buy the Software license. The USER can register as legal entity or as natural person.
- (2) The Software as presented for download on the Website is the non-binding offer by GFZ to the USER to buy the Software. By clicking on the button "purchase" the USER declares bindingly to GFZ that he wants to purchase the Software. The USER can buy either a **single host license** or a **campus license** for the price as stated on the Website. Each license is valid for the period as chosen by the USER on the Website, starting from the date of purchase, see clause 3. For the scope of the licenses grant, see clause 4.
- (3) After receipt of the USER's purchase order, GFZ sends an invoice via email to the USER's email-address as stated in the registered USER account. With receipt of this invoice, the contract for the purchase of the Software is concluded: The USER has to pay the fee as stated in the invoice and the Software can be downloaded. Within 10 days after reception of the invoice, the USER has to pay the fee on the GFZ bank account as stated on the invoice.

3. Term, Renewal of Term, Termination

- (1) The license runs for the period selected by the USER during the online purchase-process, starting on the day of purchase (see clause 2(3)).
- (2) The license ends automatically after the selected period. About one month before the end of the license term, GFZ will send USER an offer for the conclusion of a new license period by sending an invoice for the license fee for another period, via mail to the registered USER's email-address. If the USER wants to renew the license for the same period as before, the USER has to pay the license fee as stated in the invoice within 10 days after receipt of the respective invoice. With receipt of the payment by GFZ, the license will be renewed for the period as stated in the invoice, starting the day after the end of the previous license term. In case the USER doesn't want to renew the license and doesn't pay the license fee, the license will terminate automatically at the end of the running period. If the USER wants to chose another license or license period, this can be done via the USER account as explained above (clause 2. (2)).
- (3) Extraordinary termination rights for important reasons remain unaffected.
- (4) Upon termination of the license for any reason, the USER must immediately destroy and stop using all copies of the Software (including purging all storage media on which

¹ Non-commercial users are typically publicly funded research institutes and universities when using the license exclusively for scientific and/or educational purposes, or private users. For non-commercial users, the free of charge scientific license applies.

such Software is installed or otherwise stored) and all of its component parts. Any paid license fees remain with GFZ, no repayment shall be due.

4. License Grant

- (1) Subject to payment of all applicable license fees, GFZ hereby grants the USER a non-transferable, non-sublicensable, non-exclusive license to install and use the Software in executable form on the USER's devices under USER's control in accordance with these Terms.
 - The **campus license** is a multi-user license for an unlimited number of natural persons employed at the registered USER-entity on an unlimited number of USER's devices.
 - The **single host license** allows the personal use by one single USER as named in the registration.
- (2) The USER is responsible for ensuring that his device meets the requirements to work with the Software. The USER is only allowed to use the Software for his own internal business purposes.
- (3) The USER is not permitted to:
 - Copy, edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software except as expressly provided under this license,
 - Permit the whole or any part of the Software to be combined with or become incorporated in any other software or create any derivative works,
 - Decipher, decompile, disassemble or reverse engineer the Software, in whole or in part.
 - Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose other than its own business purposes; the USER is especially not allowed to sell or provide the Software or services based on the Software to third parties.
 - Use the Software in any way which breaches any applicable local, national or international law. The USER especially agrees that the Software will not be shipped, transferred, exported, or re-exported into any country or used in any manner prohibited by the German Export Control Law or any other applicable export laws, restriction or regulations.
 - Use the GFZ-trademark in any other way than citing or using the Software.

Any attempt otherwise to copy, modify, sublicense or distribute the Software is void, and will automatically terminate the USER's rights under this Agreement.

5. Intellectual Property Rights, Citation

- (1) All copyrights, trademarks and all other intellectual property rights in and to the Software, including any modifications, updates and upgrades made hereto by GFZ and to all subsequent downloads of the Software by USER, are and shall remain the sole and exclusive property of GFZ.
- (2) The USER agrees not to remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Software.
- (3) When the Software is used for generating results etc. for publication, the Software has to be cited as follows: *Nischan, Thomas (2016): GFZRNX - RINEX GNSS Data Conversion and Manipulation Toolbox. GFZ Data Services.*
<http://dx.doi.org/10.5880/GFZ.1.1.2016.002>

6. Maintenance

From time to time, GFZ may make available new versions or updates of the Software via a website as download, if and when those new versions become available. Nothing in this Agreement shall oblige GFZ to develop such new versions or updates. Bug-fixes and new features are only supported for the GFZ-executable version of the Software. GFZ is free to terminate the maintenance any time.

7. No Warranty, Disclaimer

GFZ does not warrant that the Software will function without errors or interruptions. The Software is provided "as is" without warranty of any kind, either expressed or implied,

including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

GFZ shall not be held responsible for the performance of or output obtained from the Software nor for any liability to any party arising out of use of the Software.

8. Limited Liability

- (1) GFZ is liable for wilful misconduct and gross negligence. For slight negligence, GFZ shall only be liable in the event of breach of a material contractual obligation (cardinal obligation), the fulfilment of which is essential for the proper performance of the contract and on the enhancement of which the USER may regularly rely, as well as in the event of damage resulting from injury to life, limb or health or based on product liability act (German Produkthaftungsgesetz).
- (2) In the event of slight negligence, liability shall be limited to the amount of the foreseeable damage, the occurrence of which must typically be expected; however, liability shall be limited to a maximum of an amount equal to that paid by the USER in connection with the USER's use of the software.
- (3) Any further liability, also for indirect and/or consequential damages arising out of the use or inability to use the Software (including loss of profit, loss of data or data being rendered inaccurately or losses sustained by you or third parties or a failure of the program to operate with any other programs), shall be expressly excluded.

9. Data privacy

The personal data collected from the USER is processed, used and stored only for the purpose of processing and executing the USER's purchase of the Software and the invoicing during the contract period (term) of the Software license. When processing the personal data of the USER, GFZ observes the legal regulations. The USER can at any time opt-out from the option of receiving an offer for a renewal of the term (clause 3 (2)).

10. Governing Law, Place of Jurisdiction

- (1) This Agreement is governed by and construed and enforced in accordance with the laws of Germany. The application of the UN Sales Convention is excluded.
- (2) The Parties shall try to solve disputes amicably. If an amicably solution is not possible and a mediation is not successful, the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Potsdam, Germany.

11. Severability clause

Should individual provisions of this contract be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby.