

Lantmäteriet End User License for Success

The END-USER accepts and agrees to be bound by the terms of this End-User Licence Agreement by doing any of the following: (a) breaking the seal of the package containing the PRODUCT; (b) downloading and/or installing and/or manipulating the PRODUCT on any computer; (c) retaining the PRODUCT for more than 7 days following the receipt thereof.

1. General

This End Users License shall apply to all Lantmäteriet deliveries of PRODUCTS from SACCESS unless otherwise expressly agreed in writing.

2. Definitions

DERIVATIVE WORKS means any derivative product or information developed by the END USER from the PRODUCT which does not contain imagery data from the PRODUCT and is irreversible and uncoupled from the source data or the PRODUCT. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model in any form whatsoever, derived from a PRODUCT shall never be considered as a DERIVATIVE WORKS.

END USER means a person acting in his own name or a legal person. SACCESS is available only to END USERS residing in the countries of Sweden, Norway, Finland or Denmark and registered by Lantmäteriet. END USERS residing in other countries are not allowed to download PRODUCTS. When the PRODUCT is supplied to a government agency, the END USER shall be deemed to be only this government agency.

LANTMÄTERIET is governmental agency acting under Swedish law and supplier of satellite imagery and data from SACCESS.

PRODUCT means any part of the satellite product(s) supplied by LANTMÄTERIET from SACCESS.

SACCESS means the Swedish National Satellite Database comprising satellite image coverages from various sensors over Sweden from 1970-ies, 1980-ies, turn of the Millennium, 2005 and yearly as of 2007.

VALUE ADDED PRODUCT means any product developed by the END USER which contains imagery data from the PRODUCT and resulting in a significant modification of the PRODUCT through technical manipulations and/or addition of other data. Notwithstanding the foregoing, by express excep-

tion, any Digital Elevation Model or Digital Terrain Model derived from the PRODUCT shall always be considered as a VALUE ADDED PRODUCT.

3. Ownership of Copyright

The END USER acknowledges the operator of the satellites used to produce the PRODUCTS delivered by LANTMÄTERIET from SACCESS have the sole ownership of all copyrights and all other rights, including intellectual property rights, to the PRODUCTS except the rights transferred to the END USER through this license.

4. License

The END USER is granted a non-exclusive, non-transferable license to:

- a) use, reproduce and process the PRODUCTS delivered for personal or internal use in analogue and/or digital formats;
- b) alter or modify the PRODUCTS to produce DERIVATIVE WORKS and/or VALUE ADDED PRODUCTS;
- c) use and reproduce VALUE ADDED PRODUCTS for personal or internal use;
- d) make the PRODUCTS and the VALUE ADDED PRODUCTS available to its consultants, agents and subcontractors working on behalf of the END USER only for use on behalf of the END USER subject to such contractors and consultants agreeing in writing, in advance, (i) to be bound by the same limitations on use as applicable to END USER, and (ii) to return the PRODUCT and/or the VALUE ADDED PRODUCT to END USER, and to keep no copy thereof, upon completion of the contracting or consulting engagement;
- e) freely use and distribute DERIVATIVE WORKS.

The labels on the original PRODUCTS displaying ownership and/or copyright information shall be reproduced and displayed intact and unaltered on each copy made of the PRODUCT and of VALUE ADDED PRODUCTS.

The END USER shall use the PRODUCTS and VALUE ADDED PRODUCTS and all copies thereof only for its own purposes and internal use and shall not make any of them available to a third party for any purpose or by any means, temporarily or permanently, without LANTMÄTERIET's prior written consent, except if and to the extent so required under mandatory law.

If the END USER breach any of the terms of this license, the license shall be deemed to be terminated with immediate effect and the END USER shall be obliged to indemnify and hold harmless LANTMÄTERIET against any and all cost, losses,

damages and other consequences incurred as a result of such breach. Further, the END USER shall return or destroy any PRODUCTS in his/her possession.

5. Force Majeure

The END USER and LANTMÄTERIET shall both be entitled to suspend performance of its obligations to the extent such performance is impeded or made onerous by any circumstance beyond its reasonable control. The party claiming Force Majeure shall notify the other party without undue delay. Either party shall be entitled to cancel the contract by written notice to the other party if the performance of the contract is suspended for more than six months.

6. Complaints

Complaints as to quality and quantity will be considered only if received by LANTMÄTERIET within twenty calendar days from date of delivery. PRODUCTS delivered may not be returned without LANTMÄTERIET's prior written approval.

7. Warranty

LANTMÄTERIET warrants that the PRODUCTS will comply with the specifications and criteria as presented in the specifications available at <http://saccess.lantmateriet.se>. In case of a defect or deficiency with regard to PRODUCTS delivered, LANTMÄTERIET shall as the exclusive remedy, as soon as reasonably possible deliver new PRODUCTS as replacements for defect or missing PRODUCTS, if such replacement is reasonably possible.

8. Disclaimer of Other Warranties

Except as provided in Section 7, all warranties, conditions, representations, and guarantees, whether expressed or implied, arising by law, custom, oral, or written statements of the licensor or otherwise (including, but not limited to, any warranty of merchantability or fitness for particular purpose or of error-free and uninterrupted use) is hereby superseded, excluded, and disclaimed.

9. Limitation of Liability

The liability of LANTMÄTERIET is limited to what is stipulated in this agreement and, except therefore, LANTMÄTERIET has no liability in respect of PRODUCTS delivered and services provided under the contract, unless LANTMÄTERIET is guilty of gross negligence. In no event LANTMÄTERIET shall be liable for any consequential, indirect, or special damages.

10. Non Assignment

The END USER may not assign or transfer any of its rights and obligations under the contract without the prior written consent of LANTMÄTERIET.

11. Applicable Law

This End Users License shall be governed by Swedish law. Each of the parties agrees to submit to the non-exclusive jurisdiction of the Swedish courts and unless otherwise agreed, the district court in Stockholm shall be the first instance.