Data License Agreement

This Data License Agreement governs the relationship between the University of Zurich ("UZH") and you ("YOU") when you download, use or upload the spectral data and associated metadata ("Data"). Please read the Agreement carefully. By downloading, using or uploading Data You acknowledge that You have read the Agreement, understand it and agree to be bound by its terms and conditions.

- 1. USE OF DATA
- 1.1 UZH grants You herewith a non exclusive license to download and use the Data.
- 1.2 The use of the Data is restricted exclusively to academic research conducted by You.
- 1.3. Your are not permitted to transfer the rights under this agreement to any third party or to make the Data and/or the respective intellectual property rights in any other way accessible or available to any third party.
- 2. UPLOADING OF DATA
- 2.1 When uploading Data, You specifically give us the following permission: you grant us a perpetual, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to download and use any Data that you upload on UZH's SPECCHIO web accessible database.
- 3. LICENSE FEE
- 3.1. UZH does not charge a license fee for the use of the Data as set out herein.
- 3.2. In return for the license YOU undertake to mention the name of the Remote Sensing Laboratories, Institute of Geography, University of Zurich and to cite the journal article as indicated on https://specchio.ch/citations/ in all publications in which results of experiments conducted with the Data are published.
 - Furthermore, YOU must cite any reference that is associated with the used Data, stored in the field 'Citation' as part of the SPECCHIO metadata of the Data.
- 4. TERM
- 4.1 This Agreement becomes effective at the moment You are authorized by UZH to download or upload Data. Both Parties may terminate this Agreement at any time without prior notice for any or no reason.
- 4.2. Should this agreement be terminated, irrespective of the reasons, You shall refrain from all and any use of the downloaded Data and return the downloaded Data including any copies to UZH.
- 5. WARRANTY/ INDEMNIFICATION
- 5.1 You warrant that the download and use of the DATA that You upload do not infringe any third party rights. If anyone brings a claim against UZH related to the Data you upload, you will indemnify and hold UZH harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

- THE DATA ARE PROVIDED BY UZH "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY UZH. UZH MAKES NO REPRESENTATION OR WARRANTY THAT THE DATA OR THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS. IN NO EVENT SHALL UZH BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 5.3 YOU ARE RESPONSIBLE FOR THE SELECTION OF THE DOWNLOADED DATA TO ACHIEVE ITS INTENDED RESULTS, USE OF THE DOWNLOADED DATA, AND THE RESULTS OBTAINED THEREFROM. YOU AGREE TO INDEMNIFY AND HOLD UZH AND ITS EMPLOYEES HARMLESS WITH RESPECT TO ALL CLAIMS BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE DOWNLOADED DATA.

6. GENERAL

- 6.1 This Agreement and the license granted herein or any part thereof under this Agreement are not assignable by YOU without the prior written approval of UZH.
- 6.2 Neither party shall use the names or trademarks of the other, its related entities and its employees, or any adaptations thereof, in any advertising, promotional or sales literature without the prior written consent of the party so affected.
- 6.3 Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.
- 6.4 This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding, unless in writing signed by a duly authorized representative of each party to the Agreement.
- 6.5 The provisions of Sections 2,3, 5, 6.5 and 6.8 shall survive any expiration or termination of this Agreement.
- 6.6 Should some or several provisions of this Agreement be ineffective or invalid, or should there be an omission in this Agreement, the effectiveness, respectively the validity of the remaining provisions shall not be affected thereby. An ineffective, respectively, invalid provision shall be re-placed by the interpretation of the agreement which comes nearest to the economic meaning and the envisaged economic purpose of the ineffective respectively, invalid provision. The same applies in the case of a contractual gap
- 6.7 The terms stipulated in this Agreement may not be modified in any way without the mutual consent of the parties in writing.

6.8	THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF SWITZERLAND. Any dispute arising from or in connection with this Agreement will be finally settled by the courts of Zurich,
	Switzerland.