

MiLA tool user agreement

Upon request of the interested user, the Leibniz Centre for Agricultural Landscape Research (ZALF) e.V., the owner of the software-based MiLA tool, will provide the MiLA tool to the user under the following conditions. Through the submission of the user request the user accepts the following user agreement.

The MiLA tool is available free of charge.

As a first step every user needs to register at the website <http://communications.ext.zalf.de/mila>. After successful registration, an activation code will be send to the user via E-Mail which authorises the download of the MiLA tool from the website.

The MiLA tool is exclusive property of ZALF. The MiLA tool is exclusively licensed and will not be sold. The ZALF retains all proprietary rights of the tool.

The ZALF grants the user a non-exclusive, non-transferable, limited, revocable right to use the MiLA tool during the term of validity of **one year**. A commercial use of the MiLA tool is explicitly excluded.

The granted right of use does not include the right of the user,

- to copy, to reproduce, to change, to translate, to modify, to assign in sublicense, to sell or distribute the MiLA tool, unless documentation of the contrary is not explicitly in this user agreement authorised or otherwise expressed by law;
- to authorise third parties rights in terms of the usage of the MiLA tool (e.g. the right of sublicensing);
- to publish or make available to other derived database or datasets and database similar products, in which the complete or parts of the MiLA tool are integrated or used;
- to produce extracts of the complete or parts of the MiLA tool or a derivation of the MiLA tool;
- to use datasets or parts of the MiLA tool or derivations of the MiLA tool in other products or in a other service;
- to use MiLA tool datasets or parts of the dataset and derivations to offer a service to third parties and/or
- to use webcrawler or other kind of software or hardware technologies to download or identify automatically datasets of the MiLA tool;
- to give or grant access to the MiLA tool to third parties;
- to assign the rights of this user agreement to third parties.

The ZALF can terminate the herein granted rights immediately, if the user violates the terms of this user agreement.

At maturity or termination of the herein granted rights the user is committed to delete all MiLA tool datasets from all hard- and software devices and to confirm the deletion to ZALF without a formal notice from ZALF.

The granted license right of the MiLA tool is free of charge.

The MiLA tool will be provided in the “existing form”. It is the responsibility of the user to check the validity and completeness of the tool with regard to the usage and to assess and decide if the tool is suitable for the intended use. The user is using the MiLA tool on its own risk. The ZALF precludes all explicit or implicit assurances and guaranties inclusive marketability, suitability for a specific purpose, correctness, completeness and violation against proprietary rights of third parties, whereat the forgoing explanations have no final character.

The ZALF has undertaken reasonable efforts, in order to reduce the possibility that the MiLA tool is subjected to right of third parties. However, the ZALF does not guarantee that the MiLA tool is not subjected to rights of third parties. The user needs to inform the ZALF immediately in written form if third parties claim infringements against the user in connection with the MiLA tool.

Within the scope permitted by law the ZALF exclude any liability for direct and/or indirect damages (e.g. consequential damages, losses of income, business or income losses, reputation) which can result out of this user agreement.

Within the scope permitted by law the ZALF exclude any liability for vicarious agents.

All general business conditions of the user of the MiLA tool are explicitly excluded.

The user agreement will be governed explicitly by German law.

Disagreements in relation to the interpretation of this user agreement or other disagreements between the related parties in relation to the above described scope of application need to be solved with an amicable settlement. If no amicable settlement can be achieved, any disagreement which may arise through or in association with this user agreement need to be explicitly submitted to the responsible court based in Frankfurt (Oder), Germany.