

## RE-SAT Website Usage Terms and Conditions

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- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

## RE-SAT Data Licence Agreement

The RE-SAT platform has been developed by the Institute for Environmental Analytics ('IEA') as part of a UK Space Agency grant. The IEA is a department of the University of Reading (UOR) and as such the UOR is the beneficial owner and licensor of the RE-SAT platform and the range of data products ('IEA DATA PRODUCTS') available to view and download by registered users of the platform.

These data products are subject to change, but currently include natural resource maps, simulated weather data and the results of planning scenarios generated by users of the platform.

In all cases the use of IEA DATA PRODUCTS is governed by the terms of this licence agreement and by clicking the acceptance box each registered user (the 'Licensee') signifies their acceptance of these terms.

The Licensee now wishes to use the IEA DATA PRODUCTS and the LICENSOR (University of Reading (UOR), acting as the legal representative for the IEA is willing to license the IEA DATA PRODUCTS under the following terms and conditions:

- 1 The LICENSOR hereby agrees to license the IEA DATA PRODUCTS to the LICENSEE for the purpose of national renewable energy planning (the 'PERMITTED USE').
2. The LICENSEE acknowledges that:
  - (a) all Intellectual Property Rights in the IEA DATA PRODUCTS are the property of UOR or third parties, as the case may be.
  - (b) it shall have no rights in or to the IEA DATA PRODUCTS other than the right to use them in accordance with the express terms of this Data Licence Agreement.
  - (d) where permitted, all IEA DATA PRODUCTS passed to a third party shall contain the relevant copyright acknowledgement stating the LICENSOR'S ownership of the IEA DATA PRODUCTS.
3. The LICENSEE shall only use such IEA PRODUCTS and/or data derived from these ('DERIVED DATA') for the PERMITTED USE and not for any commercial gain.
4. The LICENSEE may not transfer IEA DATA PRODUCTS to a third party without the express permission of the LICENSOR.
5. Where this permission is given, the LICENSEE will ensure that:
  - (a) the third party adheres to the same licence terms contained within this Data Licence Agreement, and

(b) the third party uses the IEA DATA PRODUCTS solely for their non-commercial internal use and does not distribute them.

6. Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law. Moreover, the LICENSOR does not warrant that:

(a) the supply of the IEA DATA PRODUCTS will be free from interruption;

(b) the IEA DATA PRODUCTS are accurate, complete, reliable, secure, useful, fit for purpose (including the PERMITTED PURPOSE) or timely;

(c) the IEA DATA PRODUCTS have been tested for use by the LICENSEE or any third party;

(d) or that the IEA DATA PRODUCTS will be suitable for or be capable of being used by the LICENSEE or any third party.

7. The LICENSEE shall be liable to the LICENSOR for (and in respect of any third party claims against the LICENSOR shall indemnify and hold the LICENSOR harmless against):

(a) all claims, liability, demands, proceedings, costs and expenses arising from any use of the IEA DATA PRODUCTS or DERIVED DATA from such data products under this Agreement; and

(b) any costs, damages, liabilities, losses or expenses (including legal expenses) incurred by the LICENSOR and arising from any legal actions, claims or demands brought against the LICENSOR by any third party which state that the LICENSEE'S possession and/or use and/or Distribution of the IEA DATA PRODUCTS or DERIVED DATA from such data (or any part thereof) infringes any Intellectual Property Rights of a third party.

8. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9. This agreement shall commence on the date that this licence is accepted by the registered user and will last indefinitely unless terminated earlier or upon one month's written notice to the other party at any time.

10. Where commercial customers are paying for access to the RE-SAT platform and IEA DATA PRODUCTS, this Data Licence Agreement will terminate at the end of the commercial agreement between the IEA and customer concerned.

11. Use of the IEA DATA PRODUCTS by the LICENSEE implies acceptance of the terms and conditions listed in this document.