

END USER LICENSE AGREEMENT FOR THE ACADEMIC NON-COMMERCIAL USE OF NAVVIS INDOOR DATASET

NavVis GmbH

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IMPORTANT – READ CAREFULLY: This End User License Agreement (“**EULA**”) is a legal agreement between you (either an individual or a single entity – “**You**” or “the **Licensee**”) and NavVis GmbH (“**NavVis**”) for the use of NavVis Indoor Dataset.

ASSUMING YOU HAVE DOWNLOADED THE DATA FROM NAVVIS OR A NAVVIS AUTHORIZED PARTNER, CLICKING ON THE ‘I ACCEPT BUTTON’, DOWNLOADING, INSTALLING, ACCESSING OR USING DATA CONSTITUTES THAT YOU HAVE READ THIS EULA, THAT YOU UNDERSTAND IT AND ACCEPT IT, AND THAT YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE EULA, THEN NAVVIS IS UNWILLING TO LICENSE THE DATA TO YOU AND YOU SHOULD CLICK THE “I DO NOT ACCEPT” BUTTON, TERMINATE THE DOWNLOAD AND/OR INSTALLATION PROCESS, IMMEDIATELY CEASE AND REFRAIN FROM ACCESSING OR USING THE DATA, AND DELETE ANY COPIES YOU MAY HAVE.

SUMMARY:

This EULA provides that:

- The Data provided by NavVis is for Non-Commercial Academic Use only,
- NavVis provides the Data to You “as is” and limits its warranty and liability to the extent permitted by law.
- NavVis will have no liability for Your use of the Data and You will indemnify NavVis for such use,
- You must include this EULA, or a link to it, with any material You publish that contains the Data or any information derived from the Data, and You must use a “[clickwrap](#)” agreement for any distribution of a substantial portion of the Data.
- You refrain from attempting to identify the address or owner of the venue(s) to which the Data pertains.
- You are not entitled to use the Data to create any experience similar to NavVis’ IndoorViewer technology.

I. DEFINITIONS.

1. **“Data”** means the set of electronic data provided by NavVis in this “NavVis Indoor Dataset” for Non-Commercial Academic Use, including but not limited to geodata, photos, point clouds, 3D meshes, or 2Dmaps of scanned indoor spaces.
2. **“Indoor Navigation”** means calculation and visualization of a route to get from one place to another inside enclosed buildings.
3. **“Indoor Positioning”** means identification of the position inside enclosed buildings.
4. **“NavVis Platform”** means the open platform provided by NavVis to host Software as a Service privately or publicly accessible under www.navvis.com/iv.
5. **“Non-Commercial Academic Use”** means use of the Data for research purposes at academic entities with no commercial intention. Expressly forbidden is the use in any commercial projects or for any commercial purposes.

II. Non-Commercial Academic Use

1. GRANT OF LICENSE.

As and for so long as the Licensee complies with all of the terms of this EULA, NavVis as author grants the Licensee the non-exclusive license to use the Data for researching and publishing research results, viewing, making available to the public, manipulating, altering, further processing, and using the Data in any other software for Non-Commercial Academic Use.

Limited to Non-Commercial Academic Use, this granted license includes the right of reproduction (section 16 UrhG), right of distribution (section 17 UrhG), right of exhibition (section 18 UrhG), right of recitation, performance, and presentation (section 19 UrhG), right of making works available to the public (section 19a UrhG), right of broadcasting (section 20 UrhG) or any right of adaptations and transformations (section 23 UrhG).

2. RESERVED RIGHTS.

The Licensee acknowledges and agrees that the Data is a proprietary work of NavVis protected by copyright and other applicable intellectual property laws and treaty provisions. The Licensee further acknowledges and agrees that the entire right, title, and

interest in and to the Data including associated intellectual property rights, shall remain with NavVis. NavVis retains all rights not expressly granted to the Licensee in this EULA.

3. RESTRICTIONS.

- 3.1. The Data is licensed for Non-Commercial Academic Use only. For the avoidance of doubt, except as otherwise specifically agreed by NavVis in writing (e-mail being sufficient), You shall not: (i) use or distribute the Data for any commercial purpose; (ii) alter, remove or delete any attribution, proprietary markings (e.g., copyright and trademark markings) or confidential legends placed upon or contained within the Data; (iii) use the Data to create interactive online experiences similar to NavVis' IndoorViewer technology; or (iv) attempt to determine or extract the address, name of the owner, or identity of any locations included in the Data, or any other personal information that may be included in or with the Data.
- 3.2. In the event that You publish or distribute the Data, You must include this EULA, or a hyperlink to this EULA, with the Data; provided, however, that, if You distribute a substantial portion of the Data, You shall require each recipient thereof to accept the terms and conditions of this EULA by means of a mutually executed document or a "clickwrap" mechanism that: (i) requires the recipient to affirmatively accept such terms and conditions before receiving access; and (ii) keeps a record of each recipient that accepts such terms and conditions.
- 3.3. As a condition of receiving the Data, You agree to provide to NavVis Your name, e-mail address and academic institution, and You consent to NavVis' collection and use of such personal information for NavVis' internal purposes, including outreach to You. Furthermore, when You require recipients to accept the terms and conditions of this Section 3, You shall also use reasonable efforts, to the extent permitted under applicable law, to: (i) require such recipients to provide their name, email address and academic institution to You; (ii) obtain the recipients' consent for You to collect such information and share it with NavVis, and for NavVis to use it for NavVis' internal and outreach purposes; and (iii) promptly provide such collected information to NavVis. You shall comply with all applicable laws and regulations relating to the collection, use and disclosure of personal information in performing Your obligations

hereunder.

4. TERMINATION.

If the Licensee breaches the terms and conditions of this EULA, NavVis may terminate this EULA without prejudicing any of its other rights. In such event the Licensee must destroy and remove all copies of the Data from the Licensee's Device(s). Sections 2, 5, 6, 7, 8, and 9 specifically survive termination.

5. EXCLUDED WARRANTY.

- 5.1. NavVis does not warrant that the Data under the EULA will be fit for Non-Commercial Academic Use.
- 5.2. This License is granted for free. The Parties agree that the right regarding donations (Sec. 516 ff German Civil Code) shall apply.
- 5.3. The Licensee is advised that NavVis provides the Data – to the extent permitted by law – “as is”. NavVis makes no warranty of any kind, either express or implied. The Parties acknowledge that (i) – based on the current state of the art – technology errors cannot be excluded with complete certainty in spite of exercising greatest conscientious care and diligence as well as (ii) NavVis Data is inherently complex and (iii) may not be completely free of errors. The following errors are excluded from NavVis' warranty: (a) insignificant defects, including but not limited to errors that can be easily corrected and will not show up as a performance defect and (b) defects discovered in any Data that has been modified, altered, or enhanced by anyone other than NavVis itself.
- 5.4. The Licensee shall notify NavVis without undue delay if a third party asserts claims against the Licensee based on infringement of intellectual property rights by the Data (*Rechtsmangel*). Should there be any information of such, whether in written documents or correspondence or in other forms, the Licensee shall provide these to NavVis without undue delay.

6. HIGH RISK ACTIVITIES.

The Data is not fault tolerant and is not designed, manufactured, or intended for use as control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, or communication systems, air traffic control, direct life

support machines, or weapons systems, in which the failure of the Data could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Accordingly, NavVis and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

7. DISPUTE RESOLUTION AND GOVERNING LAW.

- 7.1. Let's Try To Sort Things Out First. NavVis wants to address the Licensee's concerns without needing a formal legal case. Before filing a claim against NavVis, the Licensee agrees to try to resolve the dispute informally by contacting dispute-notice@navvis.com. NavVis will try to resolve the dispute informally by contacting the Licensee via email. If a dispute is not resolved within 15 working days of submission, the Licensee or NavVis may bring a formal proceeding.
- 7.2. Unless expressly prohibited by local law, the Agreement and warranties are controlled by and construed under the laws of Germany, notwithstanding any conflicts of law provisions; and the German courts in Munich shall have exclusive jurisdiction over any claim arising under the Agreement or warranties. The UN Convention on Contracts for the International Sale of Goods shall be explicitly excluded.

8. SEVERABILITY.

The provisions of this EULA shall be deemed to be separable and the invalidity of any provision hereof shall not affect the validity of the remainder of this Agreement.

9. QUESTIONS.

Should the Licensee have any questions regarding this EULA, please contact the NavVis authorized partner serving the Licensee, or write to: NavVis GmbH, Legal Department, Blütenburgstraße 18, 80636 Munich, Germany.