

## **HABITAT LICENSE AGREEMENT**

Read this agreement

This is a legal agreement between the prospective user, either an individual or an entity, (hereafter: Licensee) and Deltares.

By marking the "I Agree to the HABITAT License Agreement" checkbox ("I agree" checkbox):

1. you expressly declare being authorized to act on behalf of Licensee for the purposes of accepting this HABITAT License Agreement (hereafter "Agreement");
2. Licensee expressly accepts this Agreement and accepts to be legally bound by the terms and conditions contained therein.

If you are not authorized to act on behalf of Licensee to agree upon this License Agreement, please do not mark the "I agree" checkbox and end this install session. Furthermore, do not mark the "I agree" checkbox and end this install session if Licensee does not agree with the Agreement.

### **Article 1: Coming into force**

This Agreement comes into force as per the date you mark "I agree to the HABITAT License Agreement" and/or push the "I agree" button during the installation process of the HABITAT Software, and shall be concluded for an indefinite period of time.

### **Article 2: License**

Deltares grants Licensee for an indefinite period of time, a conditional, non-exclusive, non-transferable license, without the right to sublicense or modify, to install and use the HABITAT Software and the accompanying documentation and case studies, hereinafter each and together referred to as "HABITAT". This license is provided solely under the condition that Licensee complies with the following provisions.

### **Article 3: License fee**

This license is provided to Licensee without a monetary charge.

### **Article 4: Property**

- 4.1 All rights, including the intellectual property rights, to HABITAT, excluded the response curves of HABITAT Toolbox are owned by the Dutch Ministry of Transport and Public Works and Deltares. HABITAT is build around PCRaster, a software package responsible for making the map-calculations (Copyright ©1987-2007 PCRaster Environmental Software VOF). PCRaster can be obtained through [www.pcraster.nl](http://www.pcraster.nl)

- 4.2 Licensee acknowledges that this license does not provide Licensee with any rights or ownership to HABITAT, including any rights to the intellectual property.
- 4.3 Licensee shall, each time when presenting HABITAT results, refer to Deltares and the Dutch Ministry of Transport and Public Works, as follows: "HABITAT is developed by Deltares and the Dutch Ministry of Transport and Public Works, [habitat.deltares.nl](http://habitat.deltares.nl)".
- 4.4 The response curves of HABITAT Toolbox are made by various authors, are subject to copyright laws and are made available to all users of HABITAT for further development under the conditions mentioned in article 6.

## **Article 5 Use of HABITAT**

- 5.1 Licensee may only install and use HABITAT on a computer which must meet the minimum specifications of article 11.
- 5.2 Licensee is not allowed to modify and/or adjust HABITAT and/or (otherwise) carry out alterations to it and/or integrate HABITAT into other software or hardware
- 5.3 Licensee is not allowed to copy HABITAT or have it copied in any manner.
- 5.4 Licensee may not distribute HABITAT to third parties.

## **Article 6: Use of the Response Curves of the HABITAT Toolbox, Knowledge Exchange with HABITAT Wiki community**

- 6.1 Part of HABITAT is the HABITAT Toolbox, a database of response curves of various authors. Licensee has the right to change and further develop the response curves.
- 6.2 Any change or further development of a response curve by Licensee shall be subject to this HABITAT License Agreement.
- 6.3 Licensee shall provide the user community of HABITAT Wiki with
  - 1. any change or further development made by Licensee of (a) response curve(s) as meant in clause 6.1, which shall include meta data and references conform the HABITAT Toolbox examples at [habitat.deltares.nl](http://habitat.deltares.nl), by a description and exporting these response curves to [habitat.deltares.nl](http://habitat.deltares.nl). ;
  - 2. the right to use the response curves meant under 1. under the conditions of the Habitat License Agreement.
- 6.4 Deltares shall provide Licensee access to response curves of all other HABITAT Licensees, after the previous first delivery by Licensee in accordance with article 6.3.
- 6.5 License shall refer to all the author(s) having created (a part of) a response curve, in the format prescribed at [habitat.deltares.nl](http://habitat.deltares.nl), each time when presenting
  - a. the said response curve(s) or a part thereof, and
  - b. (parts of) changes and/or further developments of (a) response curve(s) as meant under 6.2, and
  - c. (parts of) any other results related to or produced with response curve(s) or changes or further developments thereof as meant in clause 6.1.
- 6.6 The Dutch Ministry of Transport and Public Works and/or Deltares shall have the right to implement the shared response curves in HABITAT. Neither the Dutch Ministry of Transport and Public Works nor Deltares shall be bound to use any response curve.

- 6.7 If Licensee objects to the knowledge exchange as provided for under clause 6.1, please contact [habitat@deltares.nl](mailto:habitat@deltares.nl) for a license for profit agreement.

#### **Article 7: No guarantee**

- 7.1 Deltares does not guarantee the correctness of the results of HABITAT in any manner.
- 7.2 Licensee shall indemnify, hold harmless and defend Deltares against any action brought by a third party against Deltares to the extent that such a claim is connected to the use of the HABITAT by Licensee, including use of the results of such use, and the installation of HABITAT by Licensee.

#### **Article 8: Limitation of Liability**

- 8.1 Licensee agrees that Deltares (including its personnel and non-employees who (have) undertake(n) activities for Deltares) shall not be responsible to Licensee for any loss-of-profit, direct, indirect, incidental, special, or consequential damages arising out of this Agreement or the installation or the use of HABITAT, except for damages caused by willful act/conduct or gross negligence of Deltares.

#### **Article 9: Termination**

- 9.1 Without prejudice to its right to possible indemnification, Deltares may terminate this Agreement by registered letter, out of court, if Licensee fails to perform or comply with this Agreement or any provision thereof.
- 9.2 In the event of termination of this Agreement, Licensee is obliged within 10 days to discontinue the use of HABITAT, delete HABITAT from all computers on which Licensee has installed the HABITAT, and either return the physical medium (CD-ROM or disk) on which user has received HABITAT to Deltares by registered post or destroy the physical medium.

#### **Article 10: Law, court**

- 10.1 Any dispute arising from this agreement and/or in connection with this Agreement shall be submitted to the competent court in The Hague.
- 10.2 This Agreement is subject to Dutch Law.

#### **Article 11: Minimum hardware and software requirements**

The minimum hardware and software specifications for proper use of the software:

- Microsoft Windows 2000, Windows XP, Windows 7.0
- INTEL Pentium 1 GHz processor or similar
- 500 Mb internal memory

- 10 Gb available hard disk memory
- SVGA-video card

Deltares has its Statutory seat at Rotterdamseweg 185, 2629 HD Delft and is registered in the commercial register of the chamber of commerce under number 41145460.