The Agreement on the Software Usage Policy

Online GRF-TT and *Online VRF-TT* Coordinate Transformation Tools

BY USING OF THE *SOFTWARE*, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS *AGREEMENT*. YOU AGREE THAT THIS *AGREEMENT* IS ENFORCEABLE LIKE ANY WRITTEN *AGREEMENT*.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT USE OR ACCESS THE *SOFTWARE*.

1. *Online GRF-TT* and *Online VRF-TT* coordinate transformation tools

1.1. Overview. The Coordinate *Transformation Tools* (*TTs*) is the *Software* designed to make transformation of the *User* coordinate data from one of the listed either *Geodetic* or *Vertical Reference Frames* (*GRF* or *VRF*) to the current realisation of one of the national reference frames - *KSA-GRF* or *KSA-VRF*.

1.2. Definitions.

"*Software*" means both *Online GRF-TT* (for *3D*, 2D and *1D* coordinate transformations) and *Online VRF-TT* (for vertical coordinate transformations) tools for transformation of coordinates between reference frames. These tools are accessible to the *User* via the dedicated web pages.

"Use" means access to, entry/upload of the *User* data, transformation of the data, download of the transformation results, or other benefit from the use of the *Software* in accordance with the *Software Documentation*.

The term "*GASGI*" refers to the *General Authority for Survey and Geospatial Information*, Riyadh, KSA.

2. License

2.1. Grant of License. Subject to all of the terms and conditions of this *Agreement*, *GASGI* grants you a license to use the *Software* free through dedicated *GASGI* web site after registration there, but solely:

a) for your own internal business purposes;

b) in accordance with the *Software Documentation* requirements.

2.2. License Term. The *Software* is provided on a perpetual basis.

3. Ownership. *GASGI* has and will retain all rights, title and interest (including, without limitation, all copyright and other intellectual property rights) in and to the *Software*. You acknowledge that you are obtaining only a limited license right to use the *Software* online and that no ownership rights are being conveyed to you under this *Agreement* or otherwise.

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4.1. Disclaimer of Warranties. The *Software* and all services are provided "AS IS" and *GASGI* makes no warranty regarding its use, performance or results. *GASGI* doesn't make any other warranties, conditions or undertakings, expressed or implied, statutory or otherwise, including but not limited to warranties of title and fitness for a particular purpose. *GASGI* makes no warranties with respect to any third-party software used in the *Software*.

4.2. Warnings; Additional Disclaimers.

a) The *Software* is a tool only and is not a substitute for professional judgement. Any use of the *Software* by you is solely at your own risk and you agree that *GASGI* will have no liability for such use. You are responsible for the proper use of the *Software*. This

responsibility includes, but is not limited to, the determination of appropriate uses for the *Software* and the selection of the *Software* options to achieve intended results.

b) *GASGI* does not represent or warrant that the *Software* will be able to convert data in all reference frames to the national reference frames used in the *Software*. Please review the documentation for a list of supported reference frames.

c) The *User* is responsible himself for the right identification of the reference frame his data is in. *GASGI* will have no liability for wrong reference frame identification.

d) The User is responsible himself for the right selection and use of source and target reference frames, the coordinate types and formats. *GASGI* will have no liability for wrong selections and uses.

e) The *User* is responsible himself for the input of correct data in terms of coordinate types, data format and values. *GASGI* will have no liability for wrong *User* data.

f) The results of transformation depend on the input data accuracy and the accuracy of transformation. It's solely the *User*'s responsibility to provide data of the accuracy he needs. *GASGI* is responsible for the transformation accuracy only (see *Software Documentation*).

5. **Support & Maintenance.** If applicable, *GASGI* shall provide the support service as specified in the *Software Documentation*. All support shall be provided pursuant to the *GASGI's* standard service terms which are available upon request from *GASGI*.

6. **Limitation of Liability: Consequential Damages Waiver**. *GASGI* SHALL HAVE NO ANY LIABILITY ARISING OUT OF OR RELATED TO THIS *AGREEMENT* FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7. **Confidential Information**. Any *User's* company, personal and coordinate data provided to *GASGI* during registration and use of the *Software*, shall be deemed "*User* Confidential Information" without any marking or further designation. The *User* input and output coordinate data will be deleted by *GASGI* on the *GASGI* servers within one hour after computation. Except as expressly authorized herein, *GASGI* will hold in confidence and not use or disclose any *User Confidential Information*. *GASGI* acknowledges that disclosure of *User Confidential Information* would cause substantial harm to the *User* that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by *GASGI*, the *User* shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

8. **Compliance with Laws**. You are responsible for complying with all applicable laws, regulations and codes of practice in your use of the *Software* and any results derived from the *Software*.

9. **General**

9.1. Entire Agreement. This *Agreement* is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this *Agreement*.

9.2. This *Agreement* may only be amended by a written amendment signed by an authorized representative of *GASGI*.

9.3. Force Majeure. *GASGI* shall not be liable to the *User* for any delay or failure to perform any obligation under this *Agreement* if the delay or failure is due to unforeseen events, which occur after the accepting this *Agreement* during registration on the *GASGI* service server and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license or changes in law or regulations by the government or other governmental agencies, in so far as such an event prevents or delays

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You shall make notice on the use of the *GASGI* services in any issued by you press releases, publications or public references where the results of these services are described or discussed.

9.5. Third-Party Software. If specified in this *Agreement* or in the *Software Documentation*, the *Software* may utilize or include certain third party-produced software, including without limitation software that is subject to open source and third party license terms. *GASGI* DOES NOT OFFER ANY WARRANTY IN CONNECTION WITH ANY THIRD-PARTY SOFTWARE AND THE *GASGI* WILL NOT BE LIABLE TO YOU FOR SUCH THIRD-PARTY SOFTWARE.