



# Terms and Conditions for the Utilisation of “Spot 5 Take 5” Earth Observation Data

between the

**EUROPEAN SPACE AGENCY, acting as Licensee of CENTRE  
NATIONAL D'ETUDES SPATIALES**

and

**the User**

**Issued on:**

*As the duly empowered representative of ..... ,  
I hereby declare to have read and approved this document “Terms and Conditions for  
the utilisation of Spot 5 Take 5 EO data” and unconditionally accept that any activity  
related to the Project disclosed above shall be governed by the herein contained  
provisions.*

**Name:** .....

**Office held:** .....

**Date:** .....

**Signature:** .....

## **General Conditions for the Utilisation of Spot 5 Take 5 EO data**

### **Preamble**

During April to September 2015 the Spot-5 satellite, property of the French Space Agency (CNES) and operated by CNES and with the ground segment operated by Airbus DS Geo SA (hereinafter referred to as “Airbus DS”) in Toulouse, served the joint ESA-CNES “Spot 5 Take 5” experiment.

During this phase, the satellite was manoeuvred to a lower orbit in order to simulate the revisit conditions of the future Sentinel-2 (A and B) satellites. The present document governs the usage conditions of resulting Earth Observation data acquired from the Spot-5 satellite during the said experiment.

Within the framework of the SPOT 5 TAKE 5 experiment, CNES grants to ESA some rights to use and distribute SPOT 5 TAKE 5 products.

Airbus DS produces and distributes the level 1A products to CNES and ESA.

CNES produces the ORTHO products and distributes both the level 1A and ORTHO products to ESA. ESA distributes the data to the users.

### **A. Definitions**

- *ESA / “the Agency”* means the European Space Agency.
- *CNES* means the French Centre National d’Etudes Spatiales.
- *The User* means the duly empowered representative of the entity having registered for the use of Spot 5 Take 5 data and accepted these Terms and Conditions.
- *The End-user means the legal entity, which is supplied with the Spot 5 Take 5 product by the User.*
- *Spot 5 Take 5 product* means the SPOT 5 /TAKE 5 products delivered in the context of the SPOT 5 /TAKE 5 experiment:
  - Either level 1A product made by Airbus DS and delivered to CNES or ESA,
  - Or “ORTHO product” generated by CNES from the level 1A product

## **B. General conditions of data utilisation**

ESA hereby grants the User a non-exclusive, non-transferable, limited Licence:

- B.1. The User may use, alter and modify the Spot 5 Take 5 products, to produce derivative products and use freely those derivative products.
- B.2. The User may publish Spot 5 Take 5 products in printed or digital media. Digital publishing shall not allow the downloading or reconstruction of Spot 5 Take 5 products, unless the conditions for re-distribution (see below paragraph B.4.) are fulfilled.
- B.3. The User may copy the Spot 5 Take 5 products, without any charges to ESA.
- B.4. The User may redistribute the Spot 5 Take 5 products he obtains, to any End-user on a non-commercial basis. Prior redistributing Spot 5 Take 5 products, the User shall cause the End-user about the need to register as a user at the ESA Earth Observation Principal Investigator Portal and sign with ESA the latest version of the Terms and Conditions for the Utilisation of Spot 5 Take 5 products. The End-user is granted the rights to use the Spot 5 Take 5 products only by signing the said document.

Notwithstanding the foregoing in articles B.1 to B.4, the User shall not be entitled to sell, distribute, assign, dispose of, lease, sublicense or transfer, directly or indirectly, any Spot 5 Take 5 products to any third party established, incorporated or located in the territory of Sweden.

- B.5. The User shall at any time observe the following conditions for using Spot 5 Take 5 products:
  - a) Indemnify ESA, CNES and Airbus DS for the full amount of any loss, expense, cost or liability (other than arising from any act, omission or direction of ESA) resulting from any utilisation of data, for which ESA, CNES or Airbus DS might be held responsible for any reason whatsoever;
  - b) Not assign any rights, obligations or interests herein without the prior written approval by ESA and CNES.
- B.6. Neither CNES nor ESA warrant that the Spot 5 Take 5 products are free of bugs, errors, defects or omissions, and that operation of the Spot 5 Take 5 products will be error free or uninterrupted nor that all non-conformities will or can be corrected. CNES and ESA do not warrant that the Spot 5 Take 5 products shall meet the User's requirements or expectations, or shall be fit for the User's intended purposes. There are no express or implied warranties of fitness or merchantability given in connection with the sale or use of Spot 5 Take 5 products.

- B.7. Airbus DS doesn't warrant that the level 1A product is free of bugs, errors, defects or omissions, and that operation of the level 1A product will be error free or uninterrupted nor that all non-conformities will or can be corrected. It does not warrant that the level 1A product shall meet the User's requirements or expectations, or shall be fit for the User's intended purposes. There are no express or implied warranties of fitness or merchantability given in connection with the sale or use of this the level 1A product.
- B.8. In no event shall CNES, ESA, nor anybody having contributed to development and/or production and/or delivery of Spot 5 Take 5 products, in particular Airbus DS, be liable for any claim, damage or loss incurred by the User, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use Spot 5 Take 5 products, and shall not be subject to legal action in this respect.
- B.9. ESA only upon request guarantees the confidentiality of communications, reports and other documentation submitted by the User, to the extent mutually agreed.
- B.10. The User informs ESA in case of problems with data quality.
- B.11. Any publication whatsoever resulting from work carried out using Spot 5 Take 5 products shall contain the following sentence: "Data provided by CNES and ESA under the Spot5 Take5 project". The User provides ESA with a free copy of any publication.

### **C. Intellectual Property Rights**

- C.1. The SPOT 5 satellite data contained in Spot 5 Take 5 products are the property of Centre National d'Etudes Spatiales (CNES), France.
- C.2. The Spot 5 Take 5 products are the property of CNES. It is protected by French and international copyright laws. In addition, and the satellite imagery data contained therein are protected by articles L 341-1 to 343-4 of the French Code of Intellectual Property as amended by the statute of 1 July 1998, related to database copyright and to similar statutes in European countries that have incorporated EU Directive n° 96/9 of 11 March 1996 on database copyright into their laws.
- C.3. CNES has granted ESA sufficient rights to distribute Spot 5 Take 5 products to the User and to grant to the User this present licence.
- C.4. The origin of Spot 5 Take 5 products shall be conspicuously displayed in all publication using Spot 5 Take 5 products and/or all media/documents reproducing results obtained from the Spot 5 Take 5 products. In that respect, the following credits shall be written in full "© CNES (year of reception), all rights reserved".

- C.5. In his sphere of influence, the User guarantees respect of CNES's intellectual property rights and reports any evidence of unlawful use, including such of third parties, immediately to ESA in writing.
- C.6. CNES's title and copyright of data shall not prevent recognition of copyright in favour of the User which may arise as a result of the latter's own interpretation of Spot 5 Take 5 processed products, inputs of data or knowledge from other sources.

**D. Miscellaneous/duration**

- D.1. This license Agreement is of worldwide validity and is effective once the User uses the Product and shall run for a duration of 70 years.
- D.2. ESA may, in addition to all other remedies to which it may be entitled under this license or at law, terminate immediately this license by 15 days prior notice in writing if the User breaches any provision of this license.
- D.3. The User shall have no claim to any kind of refund in this case.
- D.4. The License is established in English and is governed by French law. If any dispute should arise, litigation shall be referred to the competent French court.