

## LICENSE TO USE PLEIADES PRODUCTS PRODUCED AT CNES BY THE PWH PROCESSING LINE – PLEIADES WORLD HERITAGE - FOR AUTHORIZED INSTITUTIONAL USERS

**Please read the terms and conditions of this License carefully before ordering PWH PROTECTED PRODUCTS.**

### **INTRODUCTION**

The entire Civil Pléiades archive is accessible to AUTHORIZED INSTITUTIONAL USERS.

Pleiades data are governed by the French Space Operations Act, Title VII, Article 25.1. The distribution of these must therefore comply with the distribution rules laid down by this law and by the General Secretariat for Defense and National Security.

By performing any of the following acts, the AUTHORIZED INSTITUTIONAL USER signifies its acceptance of the terms of this AUTHORIZED INSTITUTIONAL USER License (the “License”):

- ordering PWH PROTECTED PRODUCTS by any means;
- installing or handling the PWH PROTECTED PRODUCT on any computer equipment;
- damage to or destruction of the PWH PROTECTED PRODUCT.

This License Agreement is established between the Centre National d'Etudes Spatiales (CNES) and the AUTHORIZED INSTITUTIONAL USER for the use of the PWH PROTECTED PRODUCTS limited to its OWN NEEDS and for NON-COMMERCIAL SERVICES.

### **ARTICLE 1 – DEFINITIONS**

**USER:** natural person who accepts this License, acting in the name and on behalf of the AUTHORIZED INSTITUTIONAL USER.

**AUTHORIZED INSTITUTIONAL USER (AIU):** means the entity, the list of which is drawn up by CNES, to which the PWH PROTECTED PRODUCT is supplied under the terms of this License.

**PWH STANDARD PRODUCT:** designates the basic product generated at CNES by the Pleiades World Heritage (PWH) processing chain and supplied by CNES.

**PWH PROTECTED PRODUCTS:** means any PWH STANDARD PRODUCT or product generated from it, processed by any method that introduces a change in the shape of the initial product. The initial product may, however, be restored by reverse engineering the product itself.

**PWH DERIVATIVE PRODUCT:** means any product generated as part of the processing of any PWH PROTECTED PRODUCT by any method that introduces a change in the shape of the original product, which cannot be restored by any reverse engineering of the product itself, and which does not contain any image data from the PWH PROTECTED PRODUCT.

**OWN NEEDS:** means the needs of an AUTHORIZED INSTITUTIONAL USER to fulfill its institutional mission with respect to NON-COMMERCIAL SERVICES.

**NON-COMMERCIAL SERVICES:** means any use of PWH PROTECTED PRODUCT and/or PWH DERIVATIVE PRODUCT for:

- programs of general interest, such as the environment, education or the development of innovative services;
- research and development;

- fundamental and applied research;
- seed and demonstration phase to develop products and/or services based on satellite Earth observation data, in particular by small and medium-sized companies.

NON-COMMERCIAL SERVICES do not include the commercialization of PWH PROTECTED PRODUCT and/or PWH DERIVATIVE PRODUCT.

## **ARTICLE 2 – LICENSE**

### **2.1 Permitted Uses**

CNES hereby grants the USER a non-exclusive, non-transferable license to:

- a) install the PWH PROTECTED PRODUCT on as many computers as necessary on its premises, including on an internal computer network (to the express exclusion of the Internet network, except as provided in paragraph (h) below) for Permitted Uses as defined in paragraphs (b) to (i) below;
- b) make a maximum of 10 copies of the PWH PROTECTED PRODUCT, subject to the requirements of paragraph (f) below, for installation, archiving or backup purposes in the event of an incident;
- c) use the PWH PROTECTED PRODUCT for its OWN NEEDS, to the exclusion of any other use;
- d) modify the PWH PROTECTED PRODUCT in order to produce other PWH PROTECTED PRODUCTS for its OWN NEEDS;
- e) modify the PWH PROTECTED PRODUCT in order to produce, use and distribute PWH DERIVATIVE PRODUCTS.

Notwithstanding the foregoing, any distribution, provision and/or transfer of any digital elevation model or digital terrain model produced from Pleiades images (hereinafter “DEM/DTM”) is subject to the following conditions:

- Made available only under a CC-BY-NC license available by following the link <https://creativecommons.org/licenses/by-nc/4.0/legalcode.fr>, excluding any commercial use by the AUTHORIZED INSTITUTIONAL USER. The AUTHORIZED INSTITUTIONAL USER must be able to demonstrate by any means that the conditions for making the DEM/DTM available are respected.
- f) distribute within the framework of NON-COMMERCIAL SERVICES the PWH PROTECTED PRODUCT to any other USER for the OWN NEEDS of its AIU on the express condition that this other USER has previously signed a user license identical to the present one with CNES.
  - g) display on an internet site extracts of the content of the PWH PROTECTED PRODUCT, in an image format compatible with the internet, with the following credit clearly visible: “Pleiades © CNES \_ (year of shooting), Distribution CNES PWH” written in full. Under no circumstances may this extract be downloaded, and no more than 2 separate areas of 5000 x 5000 pixels may be displayed together.
  - h) print extracts of 5000 x 5000 pixels maximum, of the PROTECTED PRODUCT PWH; on the printed extract, the following credit must appear legibly: “Pleiades © CNES \_\_\_\_\_ (year of shooting), Distribution CNES PWH” written in full;
  - i) make the PWH PROTECTED PRODUCT available to the AUTHORIZED INSTITUTIONAL USER's contractors and/or consultants, to be used exclusively on behalf of the AUTHORIZED INSTITUTIONAL USER for its OWN NEEDS, and provided that said contractors, consultants, are of the same nationality as the AUTHORIZED INSTITUTIONAL USER and have agreed in advance and in writing with the AUTHORIZED INSTITUTIONAL USER transferring the PWH PROTECTED PRODUCT to them (I) to be bound by the same restrictions of use as the AUTHORIZED INSTITUTIONAL USER, and (II) to

refrain from making available to third parties the PWH PROTECTED PRODUCT obtained from the AUTHORIZED INSTITUTIONAL USER.

- j) the AUTHORIZED INSTITUTIONAL USER is authorized to display the PWH PROTECTED PRODUCT on a web site in full resolution for the sole benefit of other AUTHORIZED INSTITUTIONAL USERS with a legible mention of the credit “Pléiades © CNES (year of shooting), Distribution CNES PWH”.
- k) print and make available to the AUTHORIZED INSTITUTIONAL USER's contractors and/or consultants extracts, in full resolution, 500 x 500 pixels maximum, of the PWH STANDARD PRODUCT or the PWH PROTECTED PRODUCT as part of NON-COMMERCIAL SERVICES.

Any rights not expressly granted by CNES under this Article 2.1 are reserved by CNES.

### **Article 2.2 – Prohibited Uses**

Except in the case defined in article 2.1 f), the AUTHORIZED INSTITUTIONAL USER undertakes not to distribute, sell, lease or otherwise transfer or put online, whether free of charge or for consideration, PWH STANDARD PRODUCTS or PWH PROTECTED PRODUCTS.

## **ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS**

- 3.1 CNES holds the intellectual property rights to the PWH STANDARD PRODUCTS and, more generally, to the data generated by the Pleiades system and contained in the PWH PROTECTED PRODUCTS.
- 3.2 The PWH PROTECTED PRODUCT and the satellite image data it contains are protected by copyright (articles L111-1 et seq. of the French Intellectual Property Code), by the provisions of articles L 341-1 to 343-4 of the same Code, relating to databases, and by applicable international conventions and foreign laws.
- 3.3 The origin of the PWH PROTECTED PRODUCTS must be mentioned in any publication making use of these data, or any medium reproducing results obtained from these data. In this respect, the following mention “Pléiades © CNES \_\_\_\_ (year of shooting), Distribution CNES PWH, all rights reserved. Commercial use prohibited” must be reproduced in full.

In addition, any PWH PROTECTED PRODUCT must include or be accompanied by the following mention: “Pléiades © CNES \_ (year of shooting), Distribution CNES PWH”.

The AUTHORIZED INSTITUTIONAL USER, author of the DERIVE PWH PRODUCT, holds the intellectual property rights to this product: it makes every effort to mention that these products have been produced using Pleiades data.

## **ARTICLE 4 – GARANTIE - RESPONSABILITE**

- 4.1 CNES warrants that it owns sufficient rights to the PROTECTED PRODUCT PWH to make them available to the AUTHORIZED INSTITUTIONAL USER in accordance with the terms of this License and warrants it in this respect against any claims by third parties relating to the exercise of their intellectual property rights.
- 4.2 The PWH PROTECTED PRODUCT is complex; CNES does not warrant that the PWH PROTECTED PRODUCT is free of bugs, errors, defects or omissions and that use of the PWH PROTECTED PRODUCT will be error-free and uninterrupted or that all non-conformities will be corrected or capable of correction. Neither does it warrant that the PWH PROTECTED PRODUCT will meet all requirements or expectations of the AUTHORIZED INSTITUTIONAL USER or that it will be fit for the purposes intended by the AUTHORIZED INSTITUTIONAL USER. No express or implied warranty of fitness for a particular purpose or merchantability is associated with the sale or use of the PWH PROTECTED PRODUCT. CNES

disclaims all warranties other than those expressly set forth in Articles 4.1 and 4.2.

In the event that the medium on which CNES delivers the PWH PROTECTED PRODUCT to the AUTHORIZED INSTITUTIONAL USER is defective, as demonstrated by the AUTHORIZED INSTITUTIONAL USER and accepted by CNES, CNES shall replace said medium. Any request for replacement shall be notified to CNES within seven (7) days of delivery of the PWH PROTECTED PRODUCT to the AUTHORIZED INSTITUTIONAL USER.

4.3 Neither CNES nor any person having participated in the development and/or production, and/or supply of the PWH PROTECTED PRODUCT, shall be liable for any indirect and/or consequential damages (such as loss of production, revenue, turnover, loss of profit, additional production costs...) resulting from the License. Neither CNES nor any person involved in the development and/or production and/or supply of the PWH PROTECTED PRODUCT shall be liable in any way for damages resulting from the use of the information and data contained in the PWH PROTECTED PRODUCT.

## **ARTICLE 5 – MISCELLANEOUS**

5.1 The USER's License is granted for a term of fifteen (15) years and shall thereafter be renewed annually by tacit agreement in consideration of the legal provisions governing *sui generis* database rights. In addition to all other measures to which it is entitled under the terms of the License or by law, the CNES may terminate this License within fifteen (15) working days after formal notice has remained unanswered by the USER in writing (or by e-mail) if the USER breaches any of the clauses of this License. In this case, the USER may not claim any compensation. Upon termination, the USER shall return the PWH PROTECTED PRODUCTS and any copies thereof to CNES.

5.2 The AUTHORIZED INSTITUTIONAL USER shall not assign this License in whole or in part without the prior written consent of CNES.

5.3 This AUTHORIZED INSTITUTIONAL USER license agreement is governed by French law. All disputes shall be submitted to the jurisdiction of the courts of Toulouse, France.

Signed in	, on
<u>USER:</u>	
Name:	
Function:	
<u>AUTHORIZED INSTITUTIONAL USER:</u>	
Seal:	