Please read and review this licence (hereby 'EULA') carefully before using and exploiting all or any portion of the Product in the Digital Repository. By doing so you accept all the terms and conditions in this licence, in particular limitations on use in Article 2, as well as warranties and limitations of liabilities in Article 8. If you do not agree you shall neither use the Digital Repository nor use nor download its content.

Whereas the European Union (hereby 'EU') has signed with the Supplier of the Product a Licence Agreement on Satellite Remote Sensing Data. In other instances depending on the data provided the EU itself acts also as a direct Supplier.

Whereas the Supplier of the Product retains the ownership of the copyright of the Product, over which it has the power of disposal;

Whereas the Joint Research Centre of the European Commission (hereby 'JRC') has developed a Digital Repository with the purpose to facilitate access to the Product.

Whereas this End User Licence Agreement is concluded between the European Union and the Licensee. By the present EULA the Licensee, as end user of the Product in the Digital Repository, accepts to be bound by the following Terms & Conditions.

The Licensee hereby accepts the following conditions:

1. DEFINITIONS

1.1. The under mentioned terms printed with an initial capital letter shall have herein the following meanings unless the context otherwise requires:

‘Computer Application’ shall mean Stand Alone Application or application that accesses a remote service on another computer system, known as a server, by way of a network.

‘Content’ shall mean all information (such as data files, written text, computer software, videos or other images) which the Licensee may have access to as part of, or through use of, the Spatial Data Services.

‘Digital Repository’ shall mean a collection of independent works, Spatial Data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means.

‘Discovery Services’ shall mean Spatial Data Services making possible to search for Spatial Data Sets and Services on the basis of the Content of the corresponding Metadata and to display the Content of the Metadata.

‘Download Services’ shall mean Spatial Data Services enabling copies of Spatial Data Sets, or parts of such Sets, to be downloaded and, where practicable, accessed directly via computer file systems.

‘Effective Date’ shall mean the date when the Licensee consents to the condition of this End User Licence Agreement by clicking on the button ‘I AGREE’ whereby the copy of the Agreement will be electronically submitted to the European Commission’s electronic system upon registration in the Digital Repository.

‘Field’ shall mean one of the areas of use defined by the GEO/GEOSS Societal Benefit Areas, plus Security is also part of these areas.

‘Force Majeure’ shall mean any unforeseeable and exceptional situation or event beyond the control of one or both parties to this licence, which prevents either of them from performing any of their obligations under this EULA, and which was not due to error or negligence on their part and could not have been avoided by the exercise of due diligence.

‘Licensee’ shall mean for the purpose of the present End User Licence Agreement any end user, being a natural or legal person, accessing the Digital Repository in order to use the Product for non-commercial purposes, upon acceptance of the conditions of this EULA.

The diagram below shows different types of Licensees: the Institutions and bodies of the EU and their contractors during and for the purposes of their contractual relation, the grant holders of a grant attributed by the European Commission, public authorities and their contractors during and for the purposes of their contractual relation, research and academic organisations for research purposes, international organisations and non-governmental organisations for humanitarian and development purposes, and the general public.

‘Metadata’ shall mean Information describing the Product and making possible to discover (search and display), inventory and use it. In the case of Spatial Data Set, it may include a preview of the full Spatial Data Set. The preview’s dimensions shall not exceed 1024x1024 pixels.

‘Parties’ shall jointly refer to both the EU and the Licensee, while ‘Party’ shall refer to either of the Parties as the context provides.

‘Primary Derived Product’ shall mean a product derived from the Source Data retaining an existing clear correlation to the original sensor pixel information. Examples: histogram stretched images, ortho-rectified images, resampled and rescaled images, mosaics, etc.

‘Product’ shall mean the Spatial Data Sets and Services, supplied to the Licensee in accordance with the licence obtained by the European Union from the Supplier.

‘Public Authority’ shall mean:

i. Any government or other public administration, including public advisory bodies, at national, regional or local level;

ii. any natural or legal person performing public administrative functions under national law, including specific duties, activities or services in relation to an EU policy, and

iii. any natural or legal person having public responsibilities or functions, or providing public services relating to an EU policy under the control of a body or person falling within (i) or (ii), such as a Contractor of a Public authority.

‘Public Tasks of the Institutions and bodies of the European Union’ shall mean the development, implementation and monitoring of policies and related activities as defined by the EU Treaty, the Treaty on the Functioning of the European Union and subsequent European Union legislation.

‘Secondary Derived Product’ shall mean a product derived from the Source Data or from the Primary Derived Product and which does not have a traceable correlation with the original sensor pixel information. Examples: land cover classifications, vegetation indexes, etc.

'Source Data' shall mean original source remote sensing Spatial Data without any modification, providing the original pixel information of the sensor.

'Spatial Data' shall mean any data with a direct or indirect reference to a specific location or geographical area.

'Spatial Data Set' shall mean an identifiable collection of Spatial Data.

'Spatial Data Services' shall mean the operations which may be performed, by invoking a Computer Application, on the Spatial Data contained in Spatial Data Sets or on the related Metadata. These are View, Discovery and Download services.

'Supplier' shall mean the European Union or the legal entity who granted a licence on the Product to the European Union.

'View Services' shall mean Spatial Data Services making possible at least to display, navigate, zoom in/out, pan (roam), or overlay viewable Spatial Data Sets and to display legend information and any relevant Content of Metadata.

2. RIGHTS AND LIMITATIONS ON USE OF PRODUCTS OF THE DIGITAL REPOSITORY

.1. The EU grants the Licensee a personal, non-exclusive and royalty-free licence to use the Product included in the Digital Repository solely for lawful and non-commercial purposes.

.2. The Licensee may only use the Product for activities whose purpose is specified in the Product's Metadata for each Spatial Data Service through which this specific Licensee is granted a right to access the Product. Those are fulfilment of Public Tasks, research, humanitarian, development or other non-commercial purposes.

.3. Use for any purpose other than those permitted under this Article is expressly prohibited.

.4. The Licensee may not rent, lease, sublicense, assign, transfer or grant any kind of rights regarding the Product or any portions thereof in any form to any third party.

.5. The Licensee may not remove or alter any copyright or proprietary notices, source references, labels or trademarks which appear on or in the Product or the Digital Repository.

.6. Any commercial use of the Product is expressly prohibited. The Licensee shall co-operate with the EU to prevent, stop and avoid occurrence of any unauthorized use of the Product. This End User Licence Agreement will not apply if the Licensee wishes to use the Product for any other purposes than those for which it was provided to the Licensee. In such a case commercial negotiations should take place between the Supplier and the interested Licensee in order to obtain a licence to provide for the necessary contractual arrangements for such data usage outside of this EULA.

.7. Where the Licensee is an Institution or body of the European Union or a Public Authority, the Licensee's contractors may access the Product via the JRC and under the instructions of the Licensee, namely during and for the purposes of their contractual relation with the Licensee to derive value added information that serve European Union requirements in the performance of the Licensee's Public Tasks.

.8. The Licensee may be granted a right to access the Product or any portion thereof through Discovery, and/or View, and/or Download Services pursuant to the rights and limitations in paragraphs 9, 10 and 11.

.9. The following rights and limitations shall apply when right of access to the Product or any portion thereof via Discovery Service is granted:
   i. The Licensee may display and download a copy of the content of the Product's Metadata.
   ii. The Licensee shall not reverse engineer, decompile or otherwise attempt to extract the source code used for Discovery Services or any part thereof.

.10. The following rights and limitations shall apply when right of access to the Product or any portion thereof via View Service is granted:
   i. Article 2.9 shall apply.
   ii. The Licensee may use the Product on both following conditions:
       a) for activities whose purpose is defined according to Article 2.2 when the Product is accessed via View Service, and
       b) for activities related to the Field defined in the Product's Metadata for this Licensee.
   iii. The Licensee shall not reverse engineer, decompile or otherwise attempt to extract the source code used for View Services or any part thereof.
   iv. The Licensee shall not use the View Service in a manner that gives the Licensee or any other person access to mass downloads or bulk feeds of any Content with the intention of reconstructing the Product.
v. The Licensee shall not remove or alter in any manner any notice (including but not limited to any copyright or other proprietary notices, source references, labels or trademarks), or link that appears in the Product.

vi. The Licensee may use the Product for non-commercial demonstration purposes to make viewing demonstrations to the participants during training sessions or trade events, in association with a software if any.

11. The following rights and limitations shall apply when right of access to the Product or any portion thereof via Download Service is granted:

i. Article 2.10 shall apply.

ii. The Licensee may use the Product on both following conditions:
   a) for activities whose purpose is defined according to Article 2.2 when the Product is accessed via Download Service, and
   b) for activities related to the Field defined in the Product's Metadata for this Licensee.

iii. The Licensee shall not reverse engineer, decompile or otherwise attempt to extract the source code used for Download Services or any part thereof.

iv. The Licensee may alter or modify the Product by invoking a Computer Application to produce Primary Derived Products and Secondary Derived Products.

v. The Licensee may make an unlimited number of copies of the Spatial Data Set as needed (archiving and backup purposes included).

vi. The Licensee may install the Spatial Data Set on as many individual computers as needed, including internal computer network.

vii. The Licensee may make hardcopies of any extract of the Product or its Primary Derived Product at any resolution, with the display of the credit specified in the Product's Metadata.

viii. The Licensee may use the product for internal demonstration purposes i.e. for internal technical evaluation purposes.

3. DATA PROTECTION

1. Upon registration in the Digital Repository (see Article 1) the Licensee shall communicate the following information to the Joint Research Centre:

   • identification data (‘Personal Data’) including the Licensee’s name, organization name, mailing and physical addresses (if different), e-mail address, phone number and country
   • Field of use of the Product (see definition in Article 1)
   • Type of Licensee (see definition in Article 1)
   • Purpose of use (see Article 2.2)
   • a description of how the Product would be used

2. The Licensee is informed that the Personal Data will be collected and automatically processed by the Joint Research Centre exclusively for allowing the Licensee to use the Digital Repository and the Product, and for producing statistics or trends by the Joint Research Centre in the performance of its Public Tasks. The Personal Data will not be kept within the EU systems beyond the necessary timeframe to achieve these activities.

3. The Personal Data will only be disclosed by transmission to the Supplier, for compliance with a legal obligation to which the EU is subject, for the purpose of monitoring if any restriction regarding the access to the Product applies due to governmental or military regulations, Force Majeure or exclusivity distribution agreement in a territory outside the EU27 plus the territory of Turkey, Croatia, Former Yugoslav Republic of Macedonia (FYROM) The Licensee will be informed accordingly.

4. The Personal Data will be treated in accordance with the policy on ‘protection of individuals with regard to the processing of personal data by the Community institutions’, based on Regulation (EC) N° 45/2001.

5. The EU will take all possible measures in order to secure the Personal Data. The Licensee has the right to access to and to rectify any processing of his Personal Data. To exercise these rights, the Licensee may use the contact point referred in Article 11.
4. OWNERSHIP AND LICENCE

.1. The Product is not sold to the Licensee who shall not acquire any right, title or interest (including without limitation copyright or other right in the nature of copyright or any other intellectual property right whatsoever) in the Product. The ownership remains vested in the Supplier.

.2. Any copy or partial copy of the Product shall not be owned by the Licensee subject to the EULA rights granted to the Licensee and shall be considered as being regulated by this EULA.

.3. Licensee’s rights to use the Product are specified in this EULA and the EU retains all rights not expressly granted to the Licensee in it. No right or licence under any patent application, issued patent, know-how or other proprietary information is granted or shall be granted by implication.

.4. The structure, the organization, performances of the Digital Repository, its Spatial Data and any information clearly identified as confidential by the EU, are valuable trade secrets and confidential information of the EU. The Licensee agrees to hold these trade secrets and the information in confidence.

5. DURATION AND TERMINATION

.1. This EULA is effective as of the Effective Date.

.2. All Licensee rights are granted permanently for the purpose of this EULA.

.3. Each Party may terminate this licence at anytime without cause upon serving 6 months’ written notice.

.4. Use for any purpose other than permitted by this EULA is expressly prohibited without the prior written permission of the Supplier, who in its sole discretion may deny such permission or claim a separate additional charge for it or damages from the infringing party, or in addition to all other remedies to which it may be entitled under this EULA or at Law, such use would entail in any case termination of this EULA with the infringing party by 6 months’ notice in writing.

.5. The said termination will apply where the Licensee, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of formal notice, remains in serious breach of the contractual obligations under this EULA, in particular in terms of authorised use in accordance with Article 2 limitations on use.

.6. This EULA shall automatically terminate with an immediate effect at the EU sole discretion if the Licensee is in breach of this EULA, in particular - but not limited to - Article 2. This termination shall not prevent the EU from claiming any further damages. Upon termination for any reason of this EULA or, in case of sub-contracting, upon termination of the sub-contract signed with the Institutions and bodies of the European Union or with the Public Authority, the Licensee shall return the Product to the EU or destroy it and any local copy made partial or whole in its possession. Upon termination for any reason and subject to a written request from the EU, the Licensee shall certify by means of a written document duly signed by a legal representative that the provisions of the present Article have been respected, and this within a time limit of fifteen (15) calendar days as from the date of the request.

.7. The termination of this EULA shall not relieve the Licensee from its liability to respect all the obligations due before the termination date. In particular, the provisions of the obligations relating to the performance, confidentiality of information, know-how and trade secrets regarding the Product or the Digital Repository, the disclaimer of warranties, the indemnification and limitations of liabilities shall survive the termination of this EULA, howsoever caused, but this shall not imply or create any continued right to use the Product or the Digital Repository after termination of this EULA.

6. INTELLECTUAL PROPERTY RIGHTS

.1. The Supplier is the owner of the name, the copyright and other related intellectual property rights related to the Product or the Primary Derived Product, over which it has the power of disposal. Intellectual Property rights associated with the Secondary Derived Product developed remain vested in the party creating the works adding value to the Product. The Secondary Derived Product shall be licensed free of charge to the EU for non-commercial purposes in the performance of its Public Tasks.

.2. The Licensee shall not at any time and under any circumstances use the name and the copyright of the Product or Primary Derived Product without prior written permission of its owner. The Licensee undertakes not to file trademark applications in view of protecting the denomination of the Product, the Primary Derived Product, the Secondary Derived Product or the Digital Repository on its own name.

.3. Should any third party infringe the copyright of the Supplier or of the EU or any intellectual or industrial property rights related to the Product, Primary Derived Product, the Secondary Derived Product or the Digital Repository, the Licensee shall immediately notify to the EU any such infringements and the EU may prosecute by law the infringer(s).
4. When using the Product or the Primary Derived Product, the Licensee shall refer to the Supplier, being the original owner of the Spatial Data, with the exact display of the credit as specified in the Product’s Metadata (for example “includes material (c) Mission name (date of signing the framework contract), all rights reserved”). In addition, the Licensee shall specify the following: “source: data received via the Joint Research Centre of the European Commission”.

7. INDEMNIFICATION

1. The Licensee shall defend at its own expenses any claim, suit or proceeding brought against the Licensee, insofar as it arises from the Licensee’s use of (a) the Product, any derived Primary Derived Product or Secondary Derived Product or (b) the Digital Repository, and shall indemnify and hold the EU harmless for all claims, damages, costs and expenses awarded to the Licensee or third parties against the EU arising from any such claim, suit or proceeding.

8. WARRANTIES AND LIMITATIONS OF LIABILITIES

1. The Product is provided ‘as is’ without warranty of any kind, either express or implied, including, but not limited to, any implied warranty against infringement of third parties’ property rights, or merchantability, integration, satisfactory quality and fitness for a particular purpose.

2. Unless otherwise expressly agreed upon between the parties to this EULA, the EU provides no technical support, warranties or remedies for the Product or the Digital Repository. For the sake of clarity, the EU does not represent or warrant that the Product or the Digital Repository will be error free or uninterrupted, or that all non-conformities can or will be corrected, or that any provided data are timely, accurate or complete or that are of a satisfactory technical or scientific quality.

3. The entire risk as to the use of the Product is with the Licensee. The EU will not be liable for any incidental, consequential, direct or indirect damages including but not limited to the loss of data, loss of profits, or any other financial loss arising from the use of, or inability to use, even if the EU has been notified of the possibility of such damages.

4. The Licensee undertakes to communicate on a regular basis to the Joint Research Centre any errors or omissions discovered on the Product or the Digital Repository.

9. CONFIDENTIALITY OBLIGATION

1. Subject to the secrecy obligation are all materials including drawings, data, articles, items, or others, which the EU has provided to the Licensee and which have been marked as confidential. Verbal explanations regarding the use of the Product also fall under this obligation.

2. The Licensee is obliged to keep and acknowledge the confidential material as such and may not pass these on to third parties.

3. The Licensee guarantees that all its employees, consultants and contractors are bound by a confidentiality agreement covering the above secrecy obligation of the Licensee.

4. After termination of the present EULA all Products submitted hereunder will be returned to the Joint Research Centre, and any local copies destroyed, and the Licensee agrees to continue to keep the information contained therein confidential. This obligation continues for as long as the technical information, Trade Secrets and Know-How conveyed hereunder have not become accessible to the public.

5. With respect to the scope of the secrecy obligation the Licensee bears the burden of proof that technical information, trade secrets and know-how received under this licence have become accessible to the public.

6. The Licensee agrees to keep confidential all disclosed confidential information and to provide the necessary means to prevent unauthorized disclosure of the materials.

7. The Licensee shall allow access to the confidential information only for those employees who are obliged to secrecy under employment agreements.

8. In the case of a violation of the confidentiality obligations of this EULA, the Licensee has the burden of proof that specific information has been known to the public on the Effective Date or that such information has been disclosed later with no fault on his part.

10. APPLICABLE LAW AND DISPUTE RESOLUTION

1. This licence shall be governed by the law of the European Union and, where necessary, by the substantive law of Belgium.
.2. In case of any dispute, controversy or claim between the Parties arising out of or in connection with this licence, the Parties shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing. In that case, each Party may initiate proceedings before the General Court of the European Union in Luxembourg, subject to an appeal to the Court of Justice of the European Union.

11. ADMINISTRATIVE PROVISIONS

1. Any communication and correspondence from the Licensee with reference to this licence shall be made in writing and addressed to the following addresses:

For administrative questions:

Head of Unit
Intellectual Property & Technology Transfer Unit, I4
Joint Research Centre
European Commission
SDMÉ 10/53
B-1049 Brussels, Belgium

For technical questions:

Head of Unit
Food Security, D.5
Sustainable resources Directorate
Joint Research Centre
European Commission
Via Enrico Fermi, 2749
I-21027 Ispra (VA), Italia

JRC-CAPISA-IMAGERY@ec.europa.eu

THE LICENSEE HEREBY ACKNOWLEDGES TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS LICENCE AS INDICATED ABOVE

Version 1.2 date 19/07/2017 [corrected error in art 1 definitions of ‘Fields’, and changed addresses in art 11]

Version 1.1 date 16/05/2012 [corrected error in art 1 definitions of ‘Public Authority’, and changed addresses in art 11]

Version 1.0 date 31/05/2011

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