

## **Licence for EUMETSAT Non-Essential Meteosat Data with a Latency of Less than Three Hours**

**- ECMWF -**

### **1. Definitions:**

For the purposes of the following terms and conditions:

- “User” shall mean the user named in the EO Portal Account, acting on behalf of ECMWF;
- “ECMWF” shall mean the European Centre for Medium-Range Weather Forecasts, as named in EO Portal account of the User;
- “EUMETSAT Data” shall mean all non-Essential Meteosat data with a latency of less than three hours.

The terms used in the following paragraphs are defined in the EUMETSAT Data Policy, which can be consulted on the EUMETSAT Internet site ([www.eumetsat.int](http://www.eumetsat.int)).

### **2. Scope of licence:**

The User is hereby authorised on a non-exclusive basis to access and use all EUMETSAT Data, as defined in paragraph 1 above, exclusively in support of the ECMWF mission, as defined in the ECMWF Convention. This use shall only cover activities carried out within the ECMWF Secretariat.

### **3. Non-redistribution:**

Redistribution of EUMETSAT Data by the User to third parties, including the ECMWF Member States, and/or for a different purpose of use than defined in the preceding paragraph is prohibited.

### **4. Ownership and Intellectual Property Rights:**

The User acknowledges the full title and ownership by EUMETSAT of all intellectual property rights in the EUMETSAT Data. The EUMETSAT Data are protected from use by unauthorised third parties by EUMETSAT’s intellectual property rights and by competition law. The User shall take all reasonable steps to prevent damage or any infringement of EUMETSAT’s intellectual property rights and shall inform EUMETSAT immediately, should the User become aware of actual or potential infringement of these rights.

When displaying or publishing images based on EUMETSAT Data, the User shall indicate EUMETSAT as the source of the original EUMETSAT Data.

5. Liability:

Nothing in this licence shall be deemed to be any representation or warranty on the part of EUMETSAT relating to the properties, qualities or fitness for use or purpose of the EUMETSAT Data. EUMETSAT shall bear no liability for any consequences, whether direct or indirect, arising from any use of the EUMETSAT Data and the User shall hold EUMETSAT harmless from any claims arising from such use. EUMETSAT shall not be liable if the provision of EUMETSAT Data should deteriorate or be reduced or discontinued for any reason.

EUMETSAT shall not be liable for any adaptations carried out or required to be carried out to any equipment or software used by the User or for the interface between such adaptations and decryption equipment and software used to decrypt the EUMETSAT Data. Nothing in the licence shall be deemed to be any representation or warranty on the part of EUMETSAT relating to the properties, quality, or fitness for use or purpose of decryption equipment and software. EUMETSAT shall bear no liability for any consequences, whether direct or indirect, arising from any use of decryption equipment or software.

6. Non-assignment:

The User may not assign the rights and obligations in whole or in part to a third party without EUMETSAT's prior written consent.

7. Settlement of disputes:

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of these terms and conditions shall be settled by arbitration, applying *mutatis mutandis* Articles 15.2 to 15.5 of the EUMETSAT Convention.

8. Entry into force, Duration and Renewal:

The licence shall enter into force from the date of electronic acceptance by the User and shall be granted for a period of three years, subject to strict compliance with the terms and conditions set out in the licence and without prejudice to paragraph 9 below.

The User may renew his/her Licence.

9. Termination

Either party may terminate the licence at the end of each twelve-month period from the day the licence enters into force, provided three months' prior notice of such termination has been given in writing.

EUMETSAT shall be entitled, without prejudice to any other rights and remedies, to revoke the User's access to EUMETSAT Data and to terminate the licence without notice in the event the User fails to observe any of his/her obligations.

EUMETSAT may request the User to provide additional information on his/her use of the EUMETSAT Data and/or on his/her relationship with ECMWF to ensure compliance with the terms of the licence. EUMETSAT may revoke access and terminate the licence with immediate effect if the User provides insufficient information or fails to reply within a specified period of time.