

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

- Research Project, Educational Use, and/or Personal Use -

1. Definitions:

For the purposes of the following licence:

- a. “Licensee” shall mean the user named in the EO Portal Account;
- b. “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).

2. Scope of licence:

The Licensee is hereby authorised on a non-exclusive basis to access and use all EUMETSAT Data, as defined in paragraph 1 above, exclusively for Research Project, Educational Use, and/or Personal Use purposes. Operational and commercial use, including Broadcasting in any form, of said data is prohibited.

3. Non-redistribution:

Redistribution of original numerical data of EUMETSAT Data is prohibited.

4. Ownership and Intellectual Property Rights:

The Licensee 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 Licensee shall take all reasonable steps to prevent damage or any infringement of EUMETSAT’s intellectual property rights and shall inform EUMETSAT immediately, should the Licensee become aware of actual or potential infringement of these rights.

When displaying or publishing images based on EUMETSAT Data, the Licensee 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 Licensee shall hold EUMETSAT harmless from any claims arising from such use. EUMETSAT shall

not be liable if the provision of data licensed under this licence 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 Licensee 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 Licensee shall not assign this licence in whole or in part to a third party without EUMETSAT's prior written consent. The Licensee shall not allow access to EUMETSAT Data by any third party.

7. Settlement of disputes:

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this licence 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 Licensee 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 Licensee may renew his/her licence.

9. Termination:

Either party may terminate this 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 Licensee's access to EUMETSAT Data and to terminate the licence without notice in the event the Licensee fails to observe any of its obligations.

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