

License Agreement

for the use of RapidEye data and products

Between

Deutschen Zentrum für Luft- und Raumfahrt e. V.
“The German Aerospace Center”
(hereinafter referred to as DLR)

and

the user of the RapidEye Sciences Archives

for the use of RapidEye data and products

The following Terms and Conditions establish the basis on which Planet Labs Germany GmbH delivers products to the licensee on behalf of DLR. The following rules constitute a binding contract between DLR, represented by Planet Labs Germany GmbH, and the licensee for the use of the products.

1. Definitions

“Derivative product” refers to any product or any information developed and created by the licensee based on a RapidEye product that neither contains elements of the original product (including an authentic copy thereof) nor any irreversible changes or decoupled changes.

“Data” refers to every image or every file from the RapidEye satellites.

“Product” refers to the Level 1B and Level 3A products that are available for licensing and listed on www.planet.com.

“Value-added product” refers to any product that contains elements of the original RapidEye product (including an authentic copy thereof) which will be created by the end user as a result of the alteration of RapidEye products via advanced processing, technical manipulation, and/or the integration of additional data.

2. Responsibilities

The Project Manager of the licensee named on the cover sheet of this agreement is the person responsible for the use of RapidEye data and products within the framework of the aforementioned project, even in the case that data is forwarded to the listed project partners. The approved data quota is bound to the Project Manager; the activities of the Project Manager encompass the entire duration of the project including the subsequent preparation of the research results and the unsolicited submission of a final report to Planet Labs Germany GmbH.

Should the content and / or objectives of the approved projects change during their term, Planet Labs Germany GmbH must be immediately informed in writing.

All costs associated with the implementation of the approved projects will be borne or guaranteed by the licensee.

Upon request from DLR or from Planet Labs Germany GmbH, the licensee shall provide evidence that the provided RapidEye data is being used for the purpose of the selected project.

If requested to do so by DLR or Planet Labs Germany GmbH, the licensee must prove, to a reasonable extent, that the use of the products complies with the permitted use in accordance with this license agreement.

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The licensee should publish the results of their work in nationally and internationally renowned media. In individual cases, the licensee should present their project leader's results in workshops organised by DLR.

All documents, press releases, scientific publications and other publications of the Licensee or the project partners arising in connection with the scientific use of RapidEye data must credit the licensor as follows: "This project's underlying RapidEye data was commissioned by the German Aerospace Centre with funding from the Federal Ministry for Economic Affairs and Energy." or "Underlying RapidEye data has been contributed on behalf of the German Aerospace Center with funding from the German Federal Ministry for Economic Affairs and Energy". A copy of each publication will be provided to Planet Labs Germany GmbH and DLR free of charge. DLR has the right to freely publish and disseminate these publications at any time, unless the reproduction and dissemination affects third party rights or in the case that the licensee claims that their results have been commercially exploited and the licensee explicitly requests suspension of the further dissemination of such publications. (Incidentally, commercial exploitation requires a separate License Agreement with Planet Labs Germany GmbH).

3. Granted license and permitted use

The products covered by this License Agreement are licensed solely for scientific use. Subject to recognition of and compliance with the terms of this license, DLR grants the licensee a limited, non - exclusive, non - transferable license.

The licensee may:

- make an unlimited number of copies of the product for in-house use and use by specified project partners;
- use, modify or change the products to create an added value product for in-house use; - present products or added value products on an internet page in full resolution for non-commercial, scientific purposes in a non-downloadable, non-interactive format. The format may not allow third parties access to the products or added value products in the form of a separate file. The product or added value product must bear the explicit, clear and visible copyright notice "Contains material © (year) Planet Labs Germany GmbH. All rights reserved. The provision of this project's underlying RapidEye data was commissioned by the German Aerospace Centre with funding from the Federal Ministry for Economic Affairs and Energy. The responsibility for the result lies with the data users" or "Includes material © (year) Planet Labs Germany GmbH. All rights reserved. Data provided on behalf of the German Aerospace Center with funding from the German Federal Ministry for Economic Affairs and Energy."
- Data or added-value products in a non-digital format and for non-commercial, scientific purposes in investigation reports or similar publications should be published with the following explicit, clearly visibly copyright notice: "Contains material © (year) Planet Labs Germany GmbH. All rights reserved. The provision of this project's underlying RapidEye data was commissioned by the German Aerospace Centre with funding from the Federal Ministry for Economic Affairs and Energy. The responsibility for the result lies with the data users" or "Includes material © (year) Planet Labs Germany GmbH. All rights reserved. Data provided on behalf of the German Aerospace Center with funding from the German Federal Ministry for Economic Affairs and Energy."

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The licensee may NOT:

- use the product or value-added product for a purpose other than purposes expressly permitted in this License Agreement or outside the scope of the project stated in the application for the data;
- modify or remove a copyright notice or ownership indicator in or on the product;
- disclose information regarding in-orbit operations and / or the state of the satellites without prior written consent from Planet Labs Germany GmbH.

4. Intellectual property

The licensee is informed that this License Agreement is a sub-license to the License Agreement between Planet Labs Germany GmbH and DLR.

The products and data described here are the property of Planet Labs Germany GmbH or its licensor and are protected by German law and applicable international intellectual property laws, agreements, and conventions.

The licensee agrees to make all reasonable efforts to protect the data and products, or any part thereof, from unauthorised use, redistribution, disclosure, or publication. Planet Labs Germany GmbH or its licensor reserves all rights with regard to their trade mark protection.

5. Data transmission

Planet Labs Germany GmbH provides an online copy of the requested data set to the licensee.

The licensee confirms receipt of the data to Planet Labs Germany GmbH in writing, immediately after the first delivery of data, and, within one month, provides further confirmation that the data is usable.

As a representative of DLR, Planet Labs Germany GmbH reserves the right to decide on a suitable date and the order of delivery.

As a representative of DLR, Planet Labs Germany GmbH reserves the right to end or suspend the delivery of data, especially if the foundations for the operation of the science archive are no longer present but also in case of non-compliance with a provision of this License Agreement.

6. Exclusion of liability

Neither DLR nor Planet Labs Germany GmbH guarantees the suitability or efficiency of the data and products to fulfil the requirements of the licensee for the successful execution of the project stated in the application for the data. Both parties also provide no guarantee that the data and products are free of errors and defects, or that they are complete. Both parties also provide no guarantee that the data and products will be error-free during use or that all errors can or will be corrected.

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In addition, DLR and Planet Labs Germany GmbH disclaim all other warranties, express or implied, including, but not limited to warranties regarding fitness for a particular purpose, marketability, non-intervention, system integration, and freedom from third party rights and / or legal infringements. Neither DLR nor Planet Labs Germany GmbH provides a guarantee that the requirements or expectations of the licensee will be fulfilled by the products or that the use of the products will be error-free or unhindered.

7. Limitation of liability

Neither DLR nor Planet Labs Germany GmbH is not liable to the licensee for any costs or substitute goods or services, e.g. due to unrealised, late, or incomplete data delivery. Neither are they liable for the loss of profits, income or entrepreneurial effort; investments or other business commitments; nor for the loss of goodwill; for any other indirect incidental or consequential damages resulting from the use of the data and / or products within the framework of this License Agreement.

DLR or Planet Labs Germany GmbH are only liable for damages in cases of intentional wrongdoing.

8. Indemnity obligation

The licensee must compensate DLR and Planet Labs Germany GmbH in accordance with the statutory provisions for all losses, damages, claims, expenses, or legal costs, borne by DLR or Planet Labs Germany GmbH or asserted against DLR or Planet Labs Germany GmbH resulting from the violation of one of the provisions of this License Agreement by the licensee, in particular, the licensee shall indemnify DLR from all claims made by Planet Labs Germany GmbH resulting from exceeding the granted license.

9. Contract term and right of termination

The term of this license agreement is determined according to the duration of the underlying project. The DLR or Planet Labs Germany GmbH, as a representative of DLR, is entitled to terminate this License Agreement with immediate effect in written form if the License Agreement between Planet Labs Germany GmbH and DLR ends or is terminated, or, if the licensee violates any provision of this License Agreement.

10. Applicable law

This License Agreement shall be governed by the law of the Federal Republic of Germany. The place of performance and exclusive place of jurisdiction for all disputes arising from this License Agreement is Bonn.

11. Completeness and commitment of the License Agreement

This License Agreement constitutes the complete and exclusive agreement between DLR and the licensee regarding its subject matter and hereby supersedes all prior and temporary representations, correspondence, offers or license agreements in oral and written form. If one of these provisions is deemed invalid or unenforceable, the remaining provisions of this License Agreement will continue to apply. If DLR or Planet Labs Germany GmbH, as a representative of DLR do not exercise their right to assert any of their granted rights, this does not constitute a fundamental waiver of these rights.

12. Export restrictions

The data will be made available from Germany. Nonetheless, the Planet-products based on this data may be subject to the export laws and restrictions of the United States of America or Canada.

The licensee must comply with all applicable laws in connection with the use of the products including all export and import regulations.

In particular, the licensee is prohibited from disregarding these provisions in the case of export, re-export, import or other deliveries or assisting third parties in doing so.