License Agreement

This License Agreement is a legally binding agreement between

the Deutsches Zentrum für Luft- und Raumfahrt e.V. (DLR), acting as the German Space Agency, having its registered office at Königswinterer Straße 522-524, 53227 Bonn Germany, hereinafter Licensor

and

you, the user of the EnMAP data, hereinafter Licensee.

By registering at the EnMAP Instrument Planning Portal at https://planning.enmap.org, the Licensee agrees to be bound by the terms and conditions outlined in this License Agreement.

A. Definitions

<table>
<thead>
<tr>
<th>I.</th>
<th>EnMAP data</th>
<th>Are any data and products that are of the EnMAP mission provided to the Licensee. This excludes value added products of the EnMAP data.</th>
</tr>
</thead>
<tbody>
<tr>
<td>II.</td>
<td>Licensee</td>
<td>The natural or legal person receiving and using EnMAP data, in compliance with the terms specified in this License Agreement on the Use of EnMAP data, and thus becoming the Licensee.</td>
</tr>
<tr>
<td>III.</td>
<td>Affiliated User</td>
<td>The natural or legal person with whom the Licensee shares the EnMAP data in the context of a joint activity, e.g. a project, cooperation, education, training, grant or contract.</td>
</tr>
<tr>
<td>IV.</td>
<td>Value added product</td>
<td>Is any Remote Sensing Product that does not retain the original pixel information of the EnMAP data and which cannot be reverse-engineered to the EnMAP data provided by the Licensor.</td>
</tr>
<tr>
<td>V.</td>
<td>Sanction List</td>
<td>Lists of persons and organizations against which the restrictive measures are applied. They prohibit making funds or assets of any kind (economic resources) available, directly or indirectly, to natural or legal persons included in the sanction list.</td>
</tr>
</tbody>
</table>

B. License Grant

The Licensor grants to the Licensee a free of charge, non-transferable, and non-exclusive right to use EnMAP data and any accompanying materials provided to the Licensee by the Licensor, for commercial and non-commercial use, in particular:

i. to copy, print, present, alter and process the EnMAP data;
ii. to combine the EnMAP data with other data to form new and independent datasets;
iii. to share the data with any affiliated user who is not listed in sanctions lists;
iv. to post or present the data on an internet page or a public network in a non-downloadable format that allows only printing and viewing and prohibits manipulation of the EnMAP data and metadata.
C. Licensee’s Obligations

The Licensee acknowledges and agrees not to:

i. sell, lease, rent or sub-license the EnMAP data provided;

ii. distribute the EnMAP data through a public network or portal or post it on an Internet page in a format that allows manipulation except under explicit authorization through the Licensor;

iii. transfer the EnMAP data to any third party except to an Affiliated user except under explicit authorization through the Licensor;

iv. alter or remove any copyright notice, License or proprietary information contained in the EnMAP data received.

D. Data ownership and Intellectual property

i. The Federal Republic of Germany (FRG) is the owner of the EnMAP satellite. The Licensor administers this ownership as trustee for the FRG.

ii. The Licensor retains the exclusive title to, ownership and intellectual property of the EnMAP data as long as the original pixel value of the EnMAP data can be reversed engineered. The Licensee does not acquire any rights of ownership in the EnMAP data.

iii. In the case of Value-Added Products, the Licensee will own all title to any such Value-Added Product generated by the Licensee.

E. Publication and Reporting of EnMAP data and results

i. When publishing EnMAP data, the Licensee shall clearly mark the data, as follows: EnMAP data ©DLR [<year of acquisition>] All rights reserved.

ii. Value added products and/or other analysed information produced by the use of EnMAP data, irrespectively of the form in which it was produced, must include a reference to EnMAP as the data source, and shall be marked as follows: Contains modified EnMAP data ©DLR [<year of acquisition>].

F. Responsibilities of the Licensee

i. The Licensee is obliged to check the affiliated users against the EU sanctions lists.

ii. The Licensee is responsible for informing any Affiliated User of the EnMAP data about this EnMAP license, which is supplied with the EnMAP data, and can be viewed online under enmap.org/license.

G. Right of Termination

i. The Licensor is entitled to terminate this License Agreement with the Licensee with immediate effect in text form, especially if the Licensee violates any provision of this License Agreement.

ii. In any case of non-authorised use of EnMAP data the Licensor reserves the right to exclude the Licensee, and/or the institution he/she/it represents from any further provisions of EnMAP data with immediate effect.
H. Limitation of Liability

The Licensor assumes no liability for the data provided, in particular not for completeness, quality, topicality or suitability for a specific purpose.

The Licensee acknowledges and agrees that neither the Licensor nor its employees will be liable for any loss or damage arising out of or resulting from Licensor’s provision of the EnMAP data under this Agreement, or any use of EnMAP data by Licensee or its employees. This shall not apply to liability for damages arising from injury to life, limb or health that are based on a negligent breach of duty by the Licensor or an intentional or negligent breach of duty by a legal representative or vicarious agents of the Licensor.

I. Disclaimers

To the extent permitted by law, the Licensee indemnifies the Licensor from any liability towards third parties arising from the use of the EnMAP data.

J. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Germany. The place of performance and exclusive place of jurisdiction for all disputes arising from this License Agreement is Bonn, Germany.

K. License Updates

The Licensor reserves the right to update this License contract. The Licensor will inform the Licensee by email to the address provided during registration about any updates and changes made. The amended terms of use shall become effective with a period of four weeks after the Licensee has been informed. The Licensee accepts the amended terms of use by using the portal after they become effective.

L. Severability Clause

Should any provision of this agreement be wholly or partially invalid or later lose its legal effect, this shall not affect the validity of the remaining provisions. The statutory provisions shall apply in place of the invalid provision.