

# Global Seeps EULA

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## NON EXCLUSIVE LICENCE TO USE GLOBAL SEEPS - STANDARD

This End-User Licence Agreement (“EULA”) is entered into by and between the End-User and Airbus each as defined in this EULA (individually a “Party” and together the “Parties”).

### 1. DEFINITIONS

- 1.1 “Addin” means the toolbar created by Airbus to facilitate the use of the Analysis in ArcGIS software.
- 1.2 “Airbus” means Airbus Defence and Space Limited, a company registered in England and Wales under company number 2449259 and having its registered office at Gunnels Wood Road, Stevenage, Hertfordshire, SG1 2AS.
- 1.3 “Analysis” means the manual interpretation of information contained in Imagery Data in database format and systematic screening of visible surface features in vector format.
- 1.4 “Area Of Interest” means the seeps located around the United Kingdom region
- 1.5 “Applications” means the customised web mapping applications or toolbars used to view the Products.
- 1.6 “Confidential Information” means any secret or commercially sensitive information which is disclosed by Airbus to End-User in connection with this EULA.
- 1.7 “End-User” means the legal person/entity supplied with or accessing the Products which supply or access constitutes agreement to the terms of this EULA.
- 1.8 “Extract” means an extract of the Products which may consist of,
  - i. an extract of Imagery Data of maximum size 1024 x 1024 pixels; or
  - ii. an extract of the Analysis data no larger than 5 x 5 km with no specific location defined.
- 1.9 “Imagery Data” means the various satellites’ imagery used by Airbus to provide the Products. The choice of the relevant satellite is in Airbus’s sole discretion.
- 1.10 “Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights and any other Intellectual Property Rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and the term “Intellectual Property” shall be construed accordingly.
- 1.11
- 1.12 “Portal” means the Web based delivery system by which the End-User is supplied with or accesses the Products.
- 1.13 “Products” any part or combination of the Report, Analysis, Applications, Extract or Addin, whether tangible or intangible.
- 1.14 “Report” means any report containing the results of the Analysis and/or an Extract and/or Imagery Data.
- 1.15 “Term” means the period during which the Portal is made accessible to End Users by Airbus.
- 1.16 “View Only” means the level of permission granted by Airbus to the End-User when providing access to the Product, which excludes the ability to download or make copies of the Product.

### 2. LICENCE

#### 2.1 Acceptance and Permitted Uses

In consideration of the free access to and upon entering the Portal the End-User accepts and agrees to be bound by the terms of this EULA and is granted by Airbus a limited, non-exclusive, non-transferable licence for the Term to:

- a) be able to access the Product on the Portal in a View Only capacity which is limited to the Area of Interest only.
- b) use the Products and/or Extract for its own internal needs but for the avoidance of doubt, not for commercial exploitation;

All rights not expressly granted by Airbus under this Article 2.1 are retained by Airbus and its licensors, as applicable and Airbus reserves the right at any time in its discretion to alter or amend the terms of this EULA and to remove access to any or all of the Products and/or the Portal.

#### 2.2 Prohibited Uses

The End-User shall not:

- a) do anything not expressly authorized under Article 2.1;
- b) alter or remove any copyright notice or proprietary legend contained in or on the Products;
- c) sell, distribute, assign, lease, sublicense and/or transfer by any means whatsoever, directly or indirectly, any Products to any party other than those expressly permitted by and bound by this EULA;

- d) share Login details with any party other than those permitted by and bound by this EULA.

### 2.3 Login

From the date and time of each log-in to the Portal by the End-User, the End-User agrees that it is solely responsible for compliance with the terms of this EULA.

## 3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 3.1 The End-User acknowledges that Intellectual Property subsists in the Products and that all Intellectual Property Rights in the Products shall remain vested in Airbus or its licensors. The applicable copyright information can be found in Article 11.
- 3.2 The End-User shall treat the Products and the information disclosed by Airbus as Confidential Information as is permitted by this EULA.

## 4. WARRANTIES AND LIABILITIES

- 4.1 Airbus warrants that it has sufficient ownership rights in the Products to make the Products available to the End-User under the terms of this EULA. Save as provided for in this EULA, all other warranties implied or otherwise are expressly excluded to the fullest extent permissible by law.
- 4.2 Airbus does not warrant or otherwise represent that the Products are free of bugs, errors, defects or omissions, and that operation of the Products will be error free or uninterrupted, nor that all non-conformities will or may be corrected.
- 4.3 All interpretations, analyses, recommendations and information communicated by Airbus in connection with the Products are opinions based on inferences from images appearances and empirical work and assumptions. The End-User acknowledges that the Products are a decision-support tool only and such decisions may be influenced by a number of factors that are either outside this EULA, or the scope of the Products. The End-User acknowledges that it is accepting the Products "AS IS" and that any use of the Products shall be at its own risk, without any liability on the part of Airbus, insofar as it is permissible to limit or exclude the same by law.
- 4.4 Nothing in the EULA shall limit or exclude Airbus's liability for:
  - a) death or personal injury caused by its negligence;
  - b) fraud or fraudulent misrepresentation;
  - c) any liability which by law it is not permissible to limit or exclude.
- 4.5 Subject to Article 4.4 Airbus shall not, nor shall anybody having contributed to the development or production or delivery of the Products, have any liability to the End-User for any claims whatsoever for losses howsoever arising under or in connection with the use of or inability to use the Products or for access to them through the Portal in accordance with the terms and conditions of this EULA, whether in contract, tort, breach of statutory duty, or otherwise and including any loss of business, loss of revenue, loss of software or data, loss of profits, loss of contracts, loss of anticipated savings, damage to reputation, loss of use, costs of procurement of substitute services or any indirect, special, incidental, punitive or consequential damages.

## 5. TERMINATION AND INDEMNITY

- 5.1 Airbus may, in addition to all other remedies to which it is entitled under this EULA or at law, terminate this EULA by notice in writing served upon the End-User, if the End-User breaches any provision of this EULA such termination to take effect on the date specified in the notice. The End-User shall have no claim to recourse in such circumstances. Upon termination of this EULA for any reason all rights granted to the End-User by this EULA shall cease and the End-User agrees to immediately cease all activities granted by this EULA.
- 5.2 The End-User shall indemnify and keep Airbus indemnified against all losses, claims, liabilities, damages and demands suffered and all costs and expenses incurred in any way, whether direct or indirect, arising from the End-User's breach of the EULA.

## 6 FORCE MAJEURE

- 6.1 Airbus shall not be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, epidemic, pandemic flood, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, failures of suppliers, delays in deliveries to Airbus, telecommunication failures, or requirements or regulations of any civil or military authority (an "Event of Force Majeure").

- 6.2 If Airbus shall have been prevented from fulfilling its obligations due to an Event of Force Majeure for more than ninety (90) days then it shall be entitled to terminate the Agreement EULA upon service of written notice upon the Customer End-User, such termination to take effect on the date specified in the notice, without any liability in respect of the termination. The End-User shall nevertheless be liable to pay to Airbus all sums (if any) due up to the date of termination.

## 7 WAIVER

The waiver by either Party of a breach or default of any of the provisions of the EULA by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have under the EULA operate as a waiver of any such breach or default by the other Party.

## 8 INVALIDITY AND SEVERABILITY

If any provision of the EULA shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the other provisions of the EULA shall not be affected and shall remain in full force and effect.

## 9 GOVERNMENT REQUIREMENTS

The Parties shall be responsible for complying with all applicable national and international laws and regulations, including laws and regulations applicable to import, export, re-export, and transfer/re-transfer. The End-User is advised that the Products may be subject to government export regulations. Accordingly the End-User warrants that any Products will not be exported from the UK unless prior approval in writing has been obtained from all regulatory authorities at the End-User's own expense. The End-User hereby undertakes to indemnify Airbus against any claims, losses, damages or expenses incurred by Airbus as a result of any breach by the End-User of this Article 9

## 10 GENERAL

- 10.1 Each Party confirms that it has not relied upon any representation statement or undertaking not recorded in the EULA as an inducement to enter into it.
- 10.2 This EULA shall be governed by and construed in accordance with English law. The Parties hereby agree to submit to the jurisdiction of the English courts.

## 11 COPYRIGHT AND LOGO

### 11.1 Third Party Copyright

Imagery Data used to produce the Global Seeps Products may be issued from the following satellites and the applicable copyrights are as follows:

- European Remote Sensing (ERS) satellites 1 and 2: © ESA  
Sentinel 1a / 1b © ESA
- RADARSAT Satellite: © MDA
- Japanese Earth Resources Satellite (JERS-1): ©JERS
- ENVISAT ASAR: © ESA
- ENVISAT ASAR Wide: © ESA
- Landsat TM: N/A
- 
- ASTER: N/A
- Palsar: © Jaxa
- TerraSAR-X ScanSAR: "© DLR e.V. \_\_\_\_ (year of acquisition) and © Airbus DS GmbH \_\_\_\_ (year of production)."
- TerraSAR-X WideScanSAR: "© DLR e.V. \_\_\_\_ (year of acquisition) and © Airbus DS GmbH \_\_\_\_ (year of production)."
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### 11.2 Airbus Copyright

The following copyright notice is attached to the Products " © \_\_\_\_\_20... (year of delivery on the Global Seeps Products and current year on the Portal) Distribution Airbus, all rights reserved"

The End-User acknowledges and agrees:

- the right of Airbus to copyright protection and/or protection against unauthorized use of the Products, in accordance with the applicable international copyright agreements.

- the exclusive title of Airbus to the Products (save for the Imagery Data the ownership of which is vested in Airbus's licensors) and the right of Airbus to protection against unauthorized extraction or reuse of such Products.

### 11.3 Logo

The Airbus logo, consisting of the word "AIRBUS" in a bold, blue, sans-serif font.

## 12 PRIVACY NOTICE

By accepting this EULA the End User acknowledges they have read and understand the Airbus Privacy Policy as found at:

<https://www.airbus.com/privacy-policy.html>

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