NOVASAR-1 SSTL Level 1 Data and/or Analysis Ready Data (ARD) – End User Licence Agreement (EULA)

Between the Commonwealth Scientific and Industrial Research Organisation (CSIRO) and the Licensee

BY REGISTERING AS A USER OF THE DATA YOU ARE ACCEPTING ALL THE TERMS OF THIS AGREEMENT. THIS AGREEMENT WILL BE LEGALLY ENFORCEABLE AGAINST YOU AND ANY ENTITY ON WHOSE BEHALF YOU OBTAINED THE DATA.

IF YOU ARE AN INDIVIDUAL WHO IS INTENDING TO USE THE DATA IN CONNECTION WITH YOUR WORK DUTIES THEN YOU SHOULD ONLY ACCEPT THIS AGREEMENT IF YOUR EMPLOYER OR PRINCIPAL HAS AUTHORISED YOU TO DO SO ON ITS BEHALF. BY ACCEPTING THIS LICENCE ON SUCH BASIS, YOU ARE WARRANTING TO CSIRO THAT YOU ARE AUTHORISED TO DO SO ON BEHALF OF YOUR EMPLOYER OR PRINCIPAL.

1   **LIMITED LICENCE**
1.1   On and from the date on which the Licensee is permitted to access or download the Data, CSIRO grants the Licensee a limited, non-exclusive, non-transferable, revocable licence to use the Data as expressly permitted under this Agreement. By downloading and receiving the Data, the Licensee accepts and agrees to be bound by the terms set out in this Agreement ("Terms").

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    (a)   analyse, process and display the Data;

    (b)   make the Data and the results of such analysis or processing available to the Licensee or other members of the Licensee's Personnel

    (c)   make copies of the Data for the Licensee's own internal purposes.

1.3   The Licensee must not:

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    (b)   allow the Data to be downloaded or screen captured by any person who is not a member of the Licensee's Personnel.

1.4   The Licensee is permitted to use the Data for the Licensee's own internal research and to develop products and services derived from the Data on the strict condition any such product or service does not include or contain the Data in the original format provided and is irreversible and uncoupled from the source Data.

1.5   The Licensee must not directly use the Data: (i) in the marketing or promotion of a product or services that results in monetary gain; or (ii) where a direct charge or other consideration is received for the Data in connection with any business or other undertaking intended for profit.

1.6   The Data may be subject to the Export Control Laws which place prohibitions on the export or disclosure of the Data to certain restricted or sanctioned countries, territories, regimes, individuals or entities in contravention of those Export Control Laws. The Licensee must comply with these Export Control Laws and (without limiting the scope of the preceding sentence) must not export, transmit or transfer the Data to any countries, territories, regimes, individuals or entities except in compliance with the Export Control Laws.

2   **OWNERSHIP OF DATA AND ACKNOWLEDGEMENT**

2.1   The Licensee acknowledges that:

    (a)   the SSTL Level 1 Data (including all Intellectual Property Rights in the Data) is and will always remain the property of SSTL and is being provided to the Licensee by CSIRO under the terms of the licence agreement between SSTL and CSIRO; and

    (b)   the ARD products (including all Intellectual Property Rights in proprietary software tools developed by CSIRO to produce the ARD) is and will always remain the property of CSIRO and is being provided to the Licensee by CSIRO under the terms of this licence agreement;

    (c)   the Licensee will not attempt to obtain patent coverage on or assert any other Intellectual Property Rights over the Data.

2.2 CSIRO makes no representation or warranty (express or implied) that the Data does not infringe the Intellectual Property Rights or any other right of any person

2.3 The Licensee must not:

(a) reverse engineer or otherwise attempt to derive the algorithms, databases or data structures upon which the Data is based;

(b) remove, bypass or circumvent any electronic or other forms of protection measures included in or with the Data; or

(c) allow third party access to the Data for the purpose of performing any of the unauthorised acts set out in (a) and (b) above or otherwise use or access the Data for any purpose not expressly permitted under this Agreement.

2.4 The Licensee must immediately notify CSIRO in writing of any unauthorised use of the Data.

2.5 The Licensee will ensure that there is prominently displayed in or adjacent to any products or services developed by the Licensee derived from the Data, on any internet display or in any print publications or papers relating to the Licensee's use of the Data, a proprietary/copyright notice in the following format*:*

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The SSTL Data used to produce this [insert name of report/product/service as appropriate] was generated by the NovaSAR-1™ satellite (owned and operated by Surrey Satellite Technology Limited) and provided to the licensee by CSIRO as an authorised licensor of the SSTL Data"

and (where ARD is used):

"© CSIRO 2024 (or year of production) NovaSAR-1™ Analysis Ready Data (ARD)

The ARD used to produce this [insert name of report/product/service as appropriate] was generated using proprietary software tools developed by CSIRO to enable the SSTL Data generated by the NovaSAR-1™ satellite (owned and operated by Surrey Satellite Technology Limited) provided by CSIRO to the licensee as an authorised licensor of the SSTL Data"

3. DATA PROVIDED 'AS IS"

3.1 The Licensee acknowledges:

(a) the Data is being provided "as is";

(b) the Data may have omissions, errors or inherent defects or deficiencies;

(a) any use of the Data is solely at the Licensee's own risk; and

(b) Licensee has not relied on any representations or warranties about the Data or access to the Data except as expressly provided in this Agreement.

3.2 To the extent permitted by law, CSIRO makes no representation or warranty (express or implied):

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(b) about the fitness of the Data for the Licensee's purposes; or

(c) about the availability of the Data at any time.

4. INSPECTION RIGHTS

4.1 On request from CSIRO, the Licensee will promptly provide written assurances to CSIRO's reasonable satisfaction that the Data has been used strictly in accordance with these Terms.

4.2 The Licensee will permit CSIRO (or its nominated representative) at any time, to inspect and have access to the Licensee's premises (and to its computer equipment located thereon) where the Data is stored or used and to the Licensee's records relating to the storage and use of the Data, for the purpose of ensuring the Licensee has complied with these Terms. CSIRO (or its nominated representative) is permitted to make copies of any such records. CSIRO may be accompanied on the inspection by a representative of SSTL. CSIRO will give the Licensee reasonable notice of its intention to exercise its rights to inspect.

4.3 CSIRO will be providing copies of the written assurances given by the Licensee and with any written report produced by CSIRO following its conduct of any inspection to SSTL.

5. LIMITATION OF LIABILITY

5.1 To the extent permitted by law, CSIRO is not liable to the Licensee, or to any third party to whom the Licensee provides any publications, products or services, for any loss, damages, liability or expense arising out of or in connection with:

(a)   the Licensee's or any third party's use of the Data; or

(b)   any inability or delay on the part of CSIRO in providing the Data; or

(c)   an error, omission or other defect in the Data; or

(d)   any publications, products or services produced by the Licensee based on the Data.

5.2   To the fullest extent permitted by law, all terms, conditions or warranties implied by law (including statute), custom or usage are excluded.

5.3   CSIRO's liability to the Licensee for breach of the Terms or of any implied warranties is limited to CSIRO re-supplying the Data (if available).

6.   INDEMNITY

6.1   The Licensee indemnifies and releases CSIRO against all claims, demands, suits, liability, loss or expense arising directly or indirectly from:

(a)   the Licensee's or its Personnel's use of the Data;

(b)   any claims from third party to whom the Licensee supplies any products or services derived from the Data; and

(c)   any breach of this Agreement by the Licensee or by its Personnel.

7.   NO FEE PAYABLE

7.1   CSIRO is providing the Data at no charge to the Licensee in consideration for the Licensee undertaking to comply with these Terms..

7.2   Despite CSIRO not charging the Licensee a fee for the provision of the Data, goods and services supplied to Australian residents or for use in Australia are subject to tax under the GST law. GST is not applied to goods and services supplied to a person who: is a non-resident for Australian income tax purposes; is not registered or required to be registered for GST purposes in Australia; and requires the goods and services solely for use in the Licensee's business or operations outside of Australia.

7.3   If goods or services supplied to the Licensee are subsequently classified as taxable, the Licensee must reimburse CSIRO on demand for the GST payable (including any interest, fine, penalty or other amount imposed upon CSIRO for failing to collect the GST).

8.   DISPUTE RESOLUTION

8.1   If there is a dispute arising under this Agreement between the Licensee and CSIRO which cannot be resolved within 90 days from the date that the written notice of the dispute is received, then the dispute must be submitted to mediation in accordance with, and subject to, the Resolution Institute Mediation Rules. The mediation must take place in Sydney, Australia and be administered by the Resolution Institute .

8.2   If the dispute cannot be resolved within 90 days (unless this period is extended by mutual agreement of the parties in writing) from the date it is submitted for mediation, then the dispute must be resolved by arbitration in accordance with the Resolution Institute Arbitration Rules.

8.3   There is to be one arbitrator and the place of arbitration is Canberra, Australian Capital Territory, Australia. All hearings will take place in private unless agreed otherwise in writing. The decision of the arbitrator (including any award as to costs) will be final and binding. CSIRO may, if required, disclose any information regarding the mediation or arbitration to its responsible government Minister, House of Parliament or a Committee of Parliament

9.   TERM AND TERMINATION

9.1   This Agreement commences on the date on which the Licensee is registered and continues indefinitely unless terminated under clauses 9.2 or 9.3.

9.2   CSIRO may terminate this Agreement immediately if: (i) the Licensee breaches its obligation to comply with the Export Control laws referred to in clause 1.5; or (ii) its agreement with SSTL is terminated for any reason and thus CSIRO is not in a position to be able to provide the Data to the Licensee.

9.3   Either of CSIRO or the Licensee may terminate this Agreement by giving written notice to the other if there is a breach and that breach is not remedied within 30 days after written notice is received.

9.4   Except in the case of a breach by the Licensee of its obligations to comply with the Export Control laws, on termination of this Agreement, the Licensee may continue to retain and use any Data received prior to the date of termination strictly in accordance with these Terms. If the Licensee has breached its obligations to comply with the Export Control laws then it must immediately cease to make use of the Data.

10.   USE OF NAMES, LOGO AND TRADEMARKS

10.1   The Licensee must not use CSIRO's name, logo or trademarks (including "CSIRO" or the "Commonwealth Scientific and Industrial Research Organisation") or the SSTL name, logo or trademarks (including NovaSAR-1™) except for the purpose of acknowledging the use of the Data as expressly required under clause 2.1 above. In no case may the Licensee use the name, logo or trademarks of CSIRO or of SSTL in any other manner without first receiving prior written consent.

10.2   The Licensee must not use CSIRO or SSTL's name, logo or trademarks in a manner that: (i) suggests either CSIRO or SSTL endorses or is associated with the Licensee's business, products or services; or (ii) denigrates the CSIRO brand or reputation.

11   GENERAL

11.1   This Agreement may only be varied or assigned by the Licensee if CSIRO agrees to same in writing.

11.2   These terms set out in this Agreement constitute the entire agreement between CSIRO and the Licensee and supersede all earlier agreements, representations and negotiations about their subject matter. These terms override any contrary terms contained in documentation issued by the Licensee to CSIRO in relation to its right to access or use the Data.

11.3   This Agreement is governed by the law applicable to the Australian Capital Territory.

11.4   If any term of this Agreement is prohibited, void or unenforceable under any applicable law, it will be severed to the extent necessary to make this Agreement valid and enforceable. The severance of a term will not affect the validity or enforceability of the remaining terms of this Agreement.

11.5   Clauses 1.5 (Export Control Laws), 2 (Ownership of Data), 3 (Data Provided "As Is"), 5 (Limitation of Liability), 6 (Indemnity), 7 (No Fee Payable), 8 (Dispute Resolution) and 10 (Use of Names, Logos and Trademarks) survive termination of this Agreement.

12.   INTERPRETATION

In this Agreement:

(a)   "**Agreement**" means this NovaSAR-1™ Data Licence Agreement;

(b)   "**CSIRO**" means the Commonwealth Scientific and Industrial Research Organisation ABN 41 687 119 230.

(c)   "**Data**" means individually or collectively:

(i) the "SSTL Data" which comprises data collected by NovaSAR-1 from its' synthetic aperture radar (SAR) payload and processed to Level 1, GRD, SCD, SLC, or SRD product types , and from its autonomous identification system (AIS) payload, which can be used to track the location of marine vessels, in its source form;

(ii)   the "ARD" which is analysis ready SSTL Data that has been produced by CSIRO from the SSTL Data using proprietary software tools that CSIRO has developed; .

(d)   "**Export Control Laws**" means any international laws and any laws or regulations of the United Kingdom or of Australia designed to control the provision of certain goods, technologies and technical information and to prohibit dealings with certain entities, regimes or countries, including (without limitation) the *Charter of the United Nations Act 1945, the UK Export Control Act 2002, the UK Export Control Order 2008, the Australian Autonomous Sanctions Act 2011 and the Australian Defence Trade Controls Act 2012.*

(e)   "**Intellectual Property Rights**" means all intellectual property rights, including:(a) any copyright works (such as any computer programs, source and executable or object code), patents, rights in circuit layouts, trademarks, designs, trade secrets, know how, domain names and any right to have confidential information kept confidential; (b) any application or right to apply for registration of any such rights; and(c) all rights of a similar nature to any of the rights in listed above which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

(f)   "**Licensee**' means the person or entity who has registered with CSIRO to obtain access to the Data.

(g)   '**NovaSAR-1**" means the synthetic aperture radar satellite owned and operated by SSTL which collects the Data.

(h)   '**Personnel**' means any officer, employee or contractor who is engaged in the Licensee's business, works at the Licensee's premises and who is under the Licensee's direction and control.

(I)   ''**SSTL**" means Surrey Satellite Technology Limited.