

# License Agreement regarding the Use of the DESI Data for Scientific Use

Hereby a license for the use of the DESIS data as defined below is granted by the German Aerospace Center (Deutsches Zentrum für Luft- und Raumfahrt e.V.; "DLR", Linder Hoehe, Cologne, Germany) to the User. This license is free of charge, but solely granted for scientific use. A license for commercial use of the DESIS data is not included therewith.

If the User is interested in a commercial use of the DESIS data he has to contact:

Teledyne Brown Engineering, Inc.  
300 Sparkman Drive  
Huntsville, AL 35805  
TBEBusiness@teledyne.com

## 1. Definitions

- 1.1. *DESI* is a hyperspectral camera developed and built by DLR in collaboration with Teledyne Brown Engineering. DESIS is used for Earth observation and operated on board the International Space Station ISS by the MUSES (Multi-User System for Earth Sensing) platform developed by Teledyne Brown Engineering.
- 1.2. *DESI data* means data received from DESIS covering the electromagnetic wavelength range between 400 – 1000 nm. It is available for the User in a spectral resolution of 10.2 nm. Night views are not available for the User.
- 1.3. *Scientific use* means obtaining academic research results (e.g. statistical information, spatial analysis, input for further analyses) by public or private research organisations or researchers (e.g. Universities, research institutes, governmental research organisations) solely for their own scientific purposes.
- 1.4. *Commercial use* means any commercial activity, in particular but not limited to, the sale of the DESIS data or products generated or derived by the DESIS data. Any use is deemed to be a commercial use as far as any commercial purposes are pursued.

## 2. License Terms and Rights of Use

- 2.1. A non-exclusive, worldwide and unlimited in time, non-transferable, non-sublicensable right to use the DESIS data is granted free of charge for scientific use. The grant and terms of this license are at all times subordinate to the terms of that certain License to Operate a Private Remote Sensing System, issued to Teledyne Brown Engineering, Inc. on April 27, 2018 by the U.S. National Environmental Satellite, Data and Information Service of the National Oceanic and Atmospheric Administration (NOAA), and any amendments or conditions to same.
- 2.2. This license does not grant any other use than for scientific purposes, especially no commercial use.

- 2.3. The transfer of the DESIS data to third parties as well as publication of the DESIS data is strictly forbidden. In case of cooperation of the User with a third party and planned use of the DESIS data by this cooperation partner, that partner has to apply for a license for the use of the DESIS data on its own. The User commits himself to grant any kind of access to the provided DESIS data only to its own employees, contractors and subcontractors.
- 2.4. In the event of any unauthorized use of the DESIS data or products generated or derived by the DESIS data the license is deemed not to have been given. The User is liable for any damages arising from or connected to the unauthorized use, especially but not exclusively loss of license fees of Teledyne Brown Engineering.
- 2.5. The decision as to who is an appropriate User is at the sole discretion of DLR and does not have to be substantiated.
- 2.6. The license can be revoked at any time without giving reasons. In this case, the User must delete the DESIS data and any products generated or derived by the DESIS data immediately. The User shall confirm this in writing if requested so. The User has no right to compensation or damages as a result of revocation.

### 3. Legal Compliance

- 3.1. Nothing in this Agreement requires DLR to transfer the DESIS data contrary to national and international laws and regulations for export control or control of classified information.
- 3.2. The User is aware that national and international laws and regulations for export control are applicable to the DESIS data. The User assures to use the DESIS data only in accordance with these laws and regulations.
- 3.3. The User is aware that legal standards imposed by NOAA are applicable to the DESIS data. These legal standards require that any use of the DESIS data must be consistent with U.S. security interests, significant foreign policy concerns and international obligations of the U.S. The User assures to use the DESIS data only in consistence with these legal standards.

### 4. Warranty / Liability

- 4.1. DLR has not made nor does it make any representation or warranty, whether written or oral, express or implied, including, without limitation, any warranty of design, operation, condition, quality suitability or merchantability or of fitness for use or for a particular purpose, absence of latent or other defects, whether or not discoverable, with regard to the success of any deliverables, in particular but not limited to the DESIS data, or the performance of any service(s) under this agreement.
- 4.2. The User shall not make any claim against DLR, employees of DLR, DLR's related entities, or employees of the related entities, with respect to any injury to, or death of its members and employees, or members and employees of its related entities, or with respect to damage of any kind, or loss of its own property, or damage to/ loss of property of its related entities, members and employees, whether such injury, death,

damage or loss arises from negligence or otherwise, except in the case of willful misconduct. The User will extend the aforementioned limitation of claims to its customers, contractors, subcontractors and suppliers at every tier involved, directly or indirectly in the performance of the agreement, by requiring them to waive all claims respectively.

4.3. The aforementioned limitation of claims shall not apply to:

- claims made by a natural person, his/her estate, survivors or subrogees for bodily injury, other impairment of health, or death of such natural person;
- contract claims based on explicit contractual provisions.

4.4. DLR shall not be liable for indirect, special, incidental or consequential damages, including without limitation, lost profits, lost revenues or costs.

4.5. DLR is not aware that any intellectual property rights of third parties are infringed by the scientific use of the DESIS data. Nevertheless, DLR is not liable if any intellectual property rights of third parties are infringed. DLR is not obliged to carry out any such research.

4.6. Nothing in this Article 4 will be construed to create the basis for a claim or suit where none would otherwise exist.

## 5. Miscellaneous

5.1. Amendments or additions to this Agreement must be made in writing to be effective. This shall also apply to amendments of this written form requirement.

5.2. This Agreement shall be governed by the laws of the Federal Republic of Germany except for the UN Sales Convention (CISG).

5.3. The exclusive place of jurisdiction for all disputes arising from and in connection with this Agreement shall be Cologne/Germany.