

License Agreement

for the use of Planet Labs Data

between

**Deutsche Raumfahrtagentur im DLR e.V.
“German Space Administration”
(hereinafter referred to as DLR)**

and

**the user of the RapidEye Sciences Archive
(hereafter referred to as Licensee)**

The following Terms and Conditions establish the basis on which DLR delivers data products by Planet Labs Germany GmbH. The following rules (the “License Agreement”) constitute a binding contract between DLR and the Licensee for the use of Planet Data.

A. Definitions

“**Planet Data**” refers to every image or every file from the satellites that are operated by Planet and that the Licensee has requested and received from DLR or any party acting on behalf of DLR.

“**Planet Product**” / “**Product**” refers to the all of the products provided to DLR within the RESA program that are available for licensing and listed on www.planet.com.

“**Value-Added Product**” means any product developed by the Licensee and/or DLR derived from Planet Data by any method which irreversibly modifies the Planet Data, representing an intellectual or artistic creation of the mind, e.g. via advanced processing, technical manipulation, and/or the integration of additional data.

B. Data supply

- B.1 DLR provides access to the agreed amount and type of Planet Data to the Licensee through the most suitable interface.
- B.2 DLR, while duly considering the interests of the Licensee, reserves the right to review, modify, suspend or terminate access to the Planet Data at any time.

C. Responsibilities

- C.1 The Licensee is required first to submit a data access request, which shall be reviewed by DLR with regards to R&D relevance. DLR notifies the Licensee of the acceptance of the request. The Licensee is authorized to use the Planet Data only for the DLR approved activity.
- C.2 The Licensee assumes full responsibility for the Planet Data utilization, including utilisation with coinvestigators. Upon request, the Licensee shall provide DLR with a detailed list of all co-investigators.
- C.3 Should the content and / or objectives of the approved projects change during their term, DLR must be immediately informed in writing (by email to eo-science-data@dlr.de).
- C.4 All costs associated with the implementation of the approved projects will be borne or guaranteed by the Licensee.

- C.5 Upon request from DLR, the Licensee shall provide evidence that the provided Planet Data is being used for the purpose of the selected project.
- C.6 If requested to do so, the Licensee must prove, to a reasonable extent, that the use of the Planet Data complies with the permitted use in accordance with this License Agreement.
- C.7 The Licensee should publish the results achieved using Planet Data in nationally and internationally renowned media. In individual cases, the Licensee should present the results in workshops organised by DLR.
- C.8 All documents, press releases, scientific publications and other publications of the Licensee or the project partners arising in connection with the scientific use of Planet Data must credit the licensor as follows: **“This project's underlying Planet data was commissioned by the German Space Agency within the German Aerospace Centre with funding from the Federal Ministry for Economic Affairs and Energy.” or “Underlying Planet data has been contributed on behalf of the German Space Agency within the German Aerospace Centre with funding from the German Federal Ministry for Economic Affairs and Energy”.**

D. Granted license and permitted use

The Planet Data 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, non-sublicensable license.

The Licensee may:

- D.1 make an unlimited number of copies of the Planet Data for in-house use and use by specified project partners;
- D.2 use, modify or change the Planet Data to create a Value-Added Product for in-house use;
- D.3 present Planet Data or Value-Added Products on an internet page in full resolution for non-commercial, scientific purposes in a non-downloadable, non-interactive format. The format must not allow third parties access to the Planet Data or Value-Added Products in the form of a separate file. The Planet Data or Value-Added Product must bear the explicit, clear and visible copyright notice **“Contains material from Planet Labs Germany GmbH. All rights reserved. The provision of this project's underlying Planet data was commissioned by the German Space Agency within 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 from Planet Labs Germany GmbH. All rights reserved. Data provided on behalf of the German Space Agency within the German Aerospace Centre with funding from the German Federal Ministry for Economic Affairs and Energy.”**
- D.4 Planet Data or Value-Added 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 visible copyright notice: **“Contains material from Planet Labs Germany GmbH. All rights reserved. The provision of this project's underlying Planet data was commissioned by German Space Agency within 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 from Planet Labs Germany GmbH. All rights reserved.**

Data provided on behalf of the German Space Agency within the German Aerospace Centre with funding from the German Federal Ministry for Economic Affairs and Energy.”

The Licensee must NOT:

- D.5 use the Planet Data 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 Planet Data;
- D.6 modify or remove a copyright notice or ownership indicator in or on the Planet Data or Value-Added Product;
- D.7 disclose information regarding in-orbit operations and / or the state of the satellites without prior written consent from Planet Labs Germany GmbH.

E. Intellectual property

- E.1 The Licensee is informed that this License Agreement is a sub-license to the License Agreement between Planet Labs Germany GmbH and DLR.
- E.2 The Planet Data, Products and Value-Added Products described here are the property of Planet Labs Germany GmbH or its licensor(s) and are protected by German law and applicable international intellectual property laws, agreements, and conventions.
- E.3 The Licensee agrees to make all reasonable efforts to protect the Planet Data, Products and Value-Added Products, or any part thereof, from unauthorised use, redistribution, disclosure, or publication. Planet Labs Germany GmbH and its licensor(s) reserve all rights with regard to their protection under any applicable intellectual property laws.

F. Exclusion of liability

- F.1 Neither DLR nor Planet Labs Germany GmbH guarantees the suitability of Planet Data for the purpose of the Licensee and shall not be held liable for any damage derived from the use of such Planet Data by the Licensee or any third party.
- F.2 Neither DLR nor Planet Labs Germany GmbH warrants or guarantees the suitability or efficiency of the Planet Data to fulfill the requirements of the Licensee for the successful execution of the project stated in the application for the Planet Data. Both parties also provide no warranty or guarantee that the Planet Data are free of errors and defects, or that they are complete. Both parties also provide no warranty nor guarantee that the Planet Data will be error-free during use or that all errors can or will be corrected.

F.3 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 warranty or guarantee that the requirements or expectations of the Licensee will be fulfilled by the Planet Data or that the use of the data will be error-free or unhindered.

G. Limitation of liability

G.1 Neither DLR nor Planet Labs Germany GmbH are 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 Planet Data within the framework of this License Agreement.

G.2 DLR is only liable for damages in cases of intentional wrongdoing or gross negligence.

H. Indemnity obligation

H.1 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.

I. Contract term and right of termination

I.1 The term of this License Agreement is determined according to the duration of the underlying project.

I.2 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 or for any other important reason.

J. Applicable law

J.1 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.

K. Completeness and commitment of the License Agreement

K.1 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.

K.2 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.

L. Export restrictions

L.1 The Planet Data will be made available from Germany. Nonetheless, the Planet Data may be subject to the export laws and restrictions of the United States of America or Canada or another country.

L.2 The Licensee must comply with all applicable laws in connection with the use of the Planet Data 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.