



Licence for the use of Copernicus DEM instances
COP-DEM-GLO-30-R and COP-DEM-EEA-10-R

ESA - User licence

Licence entered into by and between the following Parties:

The European Space Agency,
(hereinafter referred to as ESA or the Agency)

and

User as defined in this end-user licence and authorised to use Copernicus DEM Products COP-DEM-EEA-10-R and COP-DEM-GLO-30-R, which are created from WorldDEM™, from the EO Data Access Portfolio and/or to access one or more of the Services: VIEW or DOWNLOAD,

(hereinafter referred to as the “Licensee” or “User”)

represented by its Legal Representative [see end of Licence]

Whereas Copernicus, the Union Earth observation and monitoring programme, consists of a space component placed under the coordination of the Agency, an in situ component and a service component.

Whereas Copernicus aims at cross-consistency in the use of Digital Elevation Models (DEM) at different resolutions for Copernicus data and information as well as geo-referenced data and information used and generated in the context of the European Union public tasks. The purpose is to ensure the use of a stable reference DEM in the broader Copernicus data ecosystem to facilitate data comparison and fusion.

Whereas the Agency, with the Copernicus Space Component Data Access (CSC-DA) Project under the ESA – European Union Agreement on the Implementation of the Copernicus Programme including the Transfer of Ownership of Sentinels, dated 28 October 2014 (‘the Copernicus Agreement’) coordinates access to space-based observation data and services in support of Copernicus Services and other usages by a number of other User categories.

Whereas under the above mentioned Copernicus Agreement the EU shall benefit from all rights acquired by ESA associated to the activity of data access procurement for Copernicus.

Whereas the User provides services requiring access to space-based Earth observation (EO) data.

Whereas the parties wish to agree on the Terms and Conditions regarding the delivery and the use of the Copernicus DEM products COP-DEM-EEA-10-R and COP-DEM-GLO-30-R.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Article 1. Definitions

- 1.1. ‘The Terms and Conditions’ shall mean the present document defining the Terms and Conditions for access to and use of the products COP-DEM-EEA-10-R and COP-DEM-GLO-30-R.
- 1.2. ‘DEM’ (digital elevation model): is a general term for a grid-based digital representation for a topographic surface, composed of elevations on the Earth.
- 1.3. ‘CSC-DA’ shall mean the Copernicus Space Component Data Access as managed by ESA.
- 1.4. ‘Copernicus Data’ means data provided by the Copernicus Sentinels, including their Metadata;
- 1.5. ‘Copernicus Sentinels’ means the Copernicus dedicated satellites, spacecraft or spacecraft payloads for space-borne Earth observation;
- 1.6. ‘Copernicus Information’ means information generated by the Copernicus Services (category) following processing or modelling, including their metadata;
- 1.7. ‘Copernicus third-party data and information’ means spatial data and information licensed or made available for use by Copernicus which originate from sources other than the Sentinels;
- 1.8. ‘Copernicus Services’ mean value-added services of general and common interest to the Union and Member States, which are financed by the Copernicus Programme and which transform Earth Observation data, in-situ data and other ancillary data into processed, aggregated and interpreted information tailored to the needs of Copernicus users;



- 1.9. 'Copernicus in-situ data' means observation data from ground-based, seaborne or airborne sensors, as well as reference and ancillary data licensed or provided for use in Copernicus;
- 1.10. 'Usage Types/Services: DISCOVERY, VIEW, DOWNLOAD including ON-DEMAND PROCESSING' shall mean the possible usage types as defined in Article 3 below.
- 1.11. 'Point of Contact' shall mean the person identified as such in the Commission's authorisation for Copernicus Services or a single point of contact for institutions, bodies, authorities, organisations or legal persons that sign the present Terms and Conditions as a User.
- 1.12. 'EU Public Task' shall mean the development, implementation and monitoring of policies and related activities as defined by the EU Treaties and secondary Union legislation.
- 1.13. 'User' shall mean the natural or legal person accepting these Terms and Conditions in order to obtain User rights to the COP-DEM-EEA-10-R and COP-DEM-GLO-30-R.
- 1.14. 'User Category' shall mean the possible types of Users. The categories of Copernicus Users eligible for accessing data from the Copernicus Space Component are defined and maintained by the European Commission (COM) in the Data Warehouse requirements document [RD-2]. Seven categories for which the legally binding definitions are part of the ESA-User Licence have been identified.

The following definitions of User Categories shall apply in the present Terms and Conditions:

- 1.14.1. 'Operators of Copernicus Space Infrastructure or Copernicus Services' established under EU law: first established under Regulation (EU) No 911/2010 and then under Regulation (EU) No 377/2014 establishing the Copernicus Programme and repealing Regulation (EU) No 911/2010.
- 1.14.2. 'Operators of access or dissemination services for Copernicus data and information financed under the Copernicus programme (e.g., DIAS)
- 1.14.3. 'Providers of Copernicus third-party data and information including in-situ data.
- 1.14.4. 'Institutions and bodies of the Union [Union_Inst]
This category includes:
 - The European Institutions set up under the EU Treaties;
 - Agencies and other Union Bodies set up under the EU Treaties;
 - Contractors of such entities.
- 1.14.5. 'Participants to a research project financed under the Union research programmes – space [Union_Research_Projects_space]
This category includes any natural or legal person officially registered as participant of a project funded under the space themes of EU research framework programmes. Participants to very limited activities closely linked to Copernicus like Copernicus Masters may be eligible to this User Category on a case by case basis upon confirmation by the European Commission.

'Participants to a project financed under the Union research programmes – non space [Union-Research_Projects_non-space]

This category includes any natural or legal person officially registered as participant of a project funded under EU research framework programmes outside the Space themes as well as funded under EU grant support programme.

- 1.14.6. 'Public Authority' [Public_Auth]

This category includes:

- Any government or other public administration of States participating in the Copernicus Programme including public advisory bodies, at national, regional or local level;
- Any natural or legal person performing public administrative functions under national law, including specific duties, activities or services in relation to an EU policy;
- Any natural or legal person having public responsibilities or functions, or providing public services relating to an EU policy under the control of a body or person falling within (1) or (2), such as a contractor of a public authority;
- Any research and academic organisation
- Contractors of such entities.



1.14.7. 'International Organisations and NGOs' [INT_ORG_NGO]

This category includes:

- Any international governmental organisation created by an international treaty which can be looked up in the UN online database of treaties. Specialised agencies of the UN are included;
- Any non-governmental organisation specialised in humanitarian development or environmental activities.

1.14.8. 'Public [Public]'

This category includes any natural or legal person.

- 1.15. 'Intellectual Property Rights (IPRs)' shall mean the rights resulting from the creation, use and exploitation of mental or creative labour as defined through international Treaties and Conventions on Intellectual Property.
- 1.16. 'Spatial data' means any data with a direct or indirect reference to a specific location or geographical area (Directive 2007/2/EC of 14 March 2007 establishing an Infrastructure for Spatial Information in the European Community (INSPIRE)).
- 1.17. 'Spatial dataset' means an identifiable collection of spatial data (Directive 2007/2/EC of 14 March 2007 establishing an Infrastructure for Spatial Information in the European Community (INSPIRE)).
- 1.18. 'Metadata' shall mean information describing spatial datasets and spatial data services and making it possible to discover, inventory and use them. In the case of EO spatial data, metadata can include a preview of the full data.
- 1.19. 'Content' shall mean any information (such as data files, written text, computer software, videos or other images) which the User may have access to as part of, or through use of, the VIEW/DOWNLOAD services.
- 1.20. 'Primary Products' mean the COP-DEM-EEA-10-R, COP-DEM-GLO-30-R being WorldDEM™ products derived from the TanDEM-X Mission data produced by Airbus Defence and Space GmbH in a "Copernicus DEM" version consisting of either a Digital Surface Model providing a horizontal sampling of approx. 30m and a worldwide/global coverage of all Earth landmasses ("GLO-30-R") or a Digital Surface Model providing a horizontal sampling of approx. and exact 10m and a coverage of all landmasses of the European Environment Agency 39 (EEA39) member countries or regions ("EEA-10-R") provided by ESA to the User.
- 1.21. 'Primary Product provider' means Airbus Defence and Space GmbH, Germany
- 1.22. 'Altered Products' shall mean products derived from Primary Products exposing enough information to allow retrieval of the precise Primary Product (height values not obtained from another legitimate source) and do not contain a significant intellectual or creative achievement made by the User. For the purpose of these Terms and Conditions, by express exception, a Digital Elevation Model derived from the Primary Product and exhibiting the same set of characteristics as documented in the published Copernicus DEM (Short) Description Document shall always be considered as Altered Product.
- 1.23. 'Value Added Products' shall mean products derived from Primary Product or Altered Products which do not allow the retrieval of the precise Primary Product (height values not obtained from another legitimate source) and therefore do not allow the replication of the Primary Product as such and which contain a significant intellectual or creative achievement made by the User. For the purpose of these Terms and Conditions, by express exception, a Digital Elevation Model derived from the Primary Product and exhibiting the same set of characteristics as documented in the published Copernicus DEM (Short) Description Document shall not be considered as a Value Added Product.
- 1.24. 'DISCOVERY Service': services allowing the User to search for spatial data sets and services on the basis of the content of the corresponding Metadata and to display the content of the Metadata.
- 1.25. 'VIEW Service': services as defined in Article 3.4 allowing the User, as a minimum, to display, navigate, zoom in/out, pan or overlay viewable spatial datasets and to display legend information and any relevant content of Metadata.
- 1.26. 'DOWNLOAD Service': services as defined in Article 3.5 enabling the User to have full and direct access to the complete Primary Products, including the right to DOWNLOAD them and to make copies of them.



Article 2. Data Supply

- 2.1. ESA shall provide the amount and type of Primary Products or make available one or more of the Services (DISCOVERY/VIEW/DOWNLOAD) to the User. The User is granted by the Agency a limited, free of charge, non-exclusive, non-transferable Right for the Usage Type(s) for the EO Spatial Dataset at hand, according to the provisions of Article 3 below.
- 2.2. ESA provides as part of the GSC-DA an INSPIRE compliant 'DISCOVERY Service' to the General Public, which allows everyone to search for spatial datasets and services on the basis of the Content of the corresponding Metadata and to display the Content of the Metadata.

Article 3. Data Use, Authorised and Prohibited Uses of the Primary Products

- 3.1. Authorised Usage types and datasets according to User Categories.
The User is, according to his User Category, authorised for the VIEW or DOWNLOAD Usage. The respective available Usage type and datasets are indicated in these Terms and Conditions and at <https://spacedata.copernicus.eu/web/cscda/data-offer>.
- 3.2. Purpose of Use
 - 3.2.1. The 'Institutions and Bodies of the EU', as well as the contractors of those entities may use (DOWNLOAD) the Primary Products and Altered Products for activities whose purpose is within the EU Public Tasks.
 - 3.2.2. 'Operators of Copernicus Space Infrastructure and Copernicus Services', as well as the contractors of those entities may use (DOWNLOAD) the Primary Products for activities whose purpose is within the EU Public Tasks or relate to Copernicus, including testing and demonstration activities.
 - 3.2.3. Operators of access or dissemination services (e.g., DIAS), providers of Copernicus third-party data and information, including in-situ data, may use (DOWNLOAD) the Primary Products for the purpose of their tasks in the Copernicus programme, including testing and demonstration activities.
 - 3.2.4. Participants in a project financed under the Union research programmes or other EU grant support programme may use (DOWNLOAD) the Primary Products and Altered Products for the purpose of their project.
 - 3.2.5. 'Participants in a project financed by the 'Operations of Operators of Copernicus Space Infrastructure or Copernicus Services' may use (DOWNLOAD) the Primary Products and Altered Products for the purpose of their project.
 - 3.2.6. Any natural or legal person (General Public) may trigger the use of the Primary Products to generate on-demand Copernicus data and Copernicus information to download them or use them in the on-demand computing environment without effectively having access to the values contained in the Primary Products themselves.
- 3.3. The User assumes full responsibility for the use of the Primary Products/Altered Products. The User shall, at any time, observe the following conditions for use:
 - Use all Primary Products received exclusively for the purpose defined in this Article, except where such datasets are currently available to any user without restrictions or licence fees.
 - Not assign any rights, obligations or interests herein without the prior written approval by the Primary Product provider through ESA.
- 3.4. VIEW Service
 - 3.4.1. With the VIEW Service the User shall be entitled as a minimum to display navigate zoom in and out, pan and overlay EO Spatial Datasets and display legends information and any relevant content of Metadata.

The VIEW Services are opened to all categories of Users as defined in Article 1.14., except the General Public.
 - 3.4.2. The VIEW Service User shall not
 - Access or use the Primary Products or Altered Products or any Content through any means other than those provided in the VIEW Service;
 - Use the Primary Products or Altered Products in a manner that gives the User or any other person access to mass downloads or bulk feeds of any Content allowing the reconstruction the Primary Products or Altered Products; or
 - Delete, obscure, or in any manner alter any warning notice (including but not limited to any copyright or other proprietary rights notice), or link that appears in the Primary Products or Altered Products or the content.



3.5. DOWNLOAD Service.

3.5.1. With the DOWNLOAD Service, the User is granted by the Agency a free of charge, non-exclusive, non-transferable right to use Primary Products and:

3.5.1.1. to make an unlimited number of copies of the Primary Products as needed (archiving and backup purposes included);

3.5.1.2. to install on as many individual computers as needed, including internal and external computer networks where the Primary Products or Altered Products are only made accessible for use to Download Service Users having signed these terms and conditions and that are not accessible by the General Public;

3.5.1.3. to alter or modify the Primary Products by invoking a computer application to produce Altered Products and Value Added Products;

3.5.1.4. to post Metadata of the Primary Products or its Altered Products on an internet website compliant with INSPIRE provided that the Metadata include the following credit: "includes material © Airbus Defence and Space GmbH (2014-2018), provided under COPERNICUS by the European Union and ESA, all rights reserved" through DISCOVERY Service for example;

3.5.1.5. to make hard copies;

3.5.1.6. to publish or display Primary Products and Altered Products in printed or digital media and internet websites in 2D or 3D, also as part of web-mapping, for the purpose of advertising, research reporting or any other kind of public non-commercial information or services, accessible to the General Public with the display of the following credit:

"© DLR e.V. _____ (2014-2018) and © Airbus Defence and Space GmbH _____ (year of production) provided under COPERNICUS by the European Union and ESA; all rights reserved "

3.5.1.7. to use the Primary Products or its Altered Products for internal or external demonstration purposes accessible to the General Public;

3.5.1.8. to retain all Intellectual property rights associated with the User work developed on the basis of the Primary Product;

3.5.1.9. to make his Value Added Products available to third party for use under the terms and conditions of the User's own choice.

3.5.1.10. to integrate the Primary Products in a processing chain available on-line for on-demand processing by the General Public. Where a User has the right to generate and provide Value-Adding products to his own users, he also has the right using online infrastructure to provide these Value-Adding products generated on-demand from his own users who nevertheless do not have access to the Primary Products but may trigger its use in a processing chain;

3.5.1.11. to re-distribute by any technical means (internet, web mapping, media, etc.) as long as the recipients are restricted to the ones that have accepted these Terms and Conditions.

3.5.2. The DOWNLOAD Service User's rights include the rights of the VIEW Service User as well (see Article 3.4 above).

3.5.3. The DOWNLOAD Service User agrees to provide information on the identity of the personnel accessing the Primary Products or Altered Products to any relevant State authority if necessary for security checks required by the Primary Product provider through ESA.

3.5.4. The DOWNLOAD Service User shall not do any of the following:

- sell, license or in any manner distribute or make available the Primary Products/Altered Products if not covered by Article 3.5.1 above
- do anything not expressly authorized under Article 3.5.1 and 3.5.2 above and/or
- alter or remove any copyright notice or proprietary legend contained in or on the Primary Products/Altered Products.



Article 4. Title and Intellectual Property Rights

4.1. The satellite data contained in the Primary Products/Altered Products are the property of the Deutsche Zentrum für Luft- und Raumfahrt e. V. (DLR) and are protected in accordance with the copyright laws of Germany and applicable international laws.

The Primary Products are produced by Airbus DS. They are the property of Airbus DS and are protected in accordance with the copyright laws of Germany and applicable international laws. Title to and ownership of the Primary Products shall remain with Airbus DS, and ESA or the User do not receive any such rights. The right of Airbus DS to protect their Primary Products against unlawful extraction or re-use is recognised.

4.2. This Licence does not give the right to the use of Airbus DS trademarks or logos unless explicitly authorized by Airbus DS. Unless otherwise communicated by Airbus DS the copyright statement applies to all Primary Products distributed by Airbus DS and any Altered Products.

4.3. Airbus DS's title to and ownership and copyright in the Primary Products and/or Altered Product shall not prevent recognition of copyright in favour of the USER in accordance with the following rules:

4.3.1. Airbus DS and its licensors shall retain title to, ownership and copyright of all Primary Products and all subsequent copies thereof, regardless of the media. Existence and extent of Airbus DS and its licensors ownership and Intellectual Property Rights including copyright shall be governed by the laws of the state where Airbus DS has its registered office.

4.3.2. The User shall be attributed all Intellectual Property Rights on his works performed on the Primary Products to derive Altered Product and all Intellectual Property Rights on Value Added Products created by him.

4.4. The User shall mark all Primary Products and Altered Products when displayed in accordance with the Permitted Uses specified in Article 3 and notwithstanding its own copyright by including the following credit conspicuously displayed and written in full:

For Primary Products:

"© DLR e.V. ____ (2014-2018) and © Airbus Defence and Space GmbH ____ (year of production) provided under COPERNICUS by the European Union and ESA; all rights reserved."

For Altered Products:

"produced using products © DLR e.V. ____ (2014-2018) and © Airbus Defence and Space GmbH ____ (year of production) provided under COPERNICUS by the European Union and ESA, all rights reserved"

4.5. Any publication whatsoever resulting from work carried out using Primary Products/ Altered Products shall contain the following sentence: "EO data provided under COPERNICUS by the European Union and ESA." In addition, acknowledgement of relevant Primary Product provider shall be given as requested in Article 5.

Article 5. Notices and Reports, Interfaces

5.1. ESA shall be the formal interface between the User and the respective Primary Product provider. Nevertheless, where a more technical exchange must take place between the User and the Primary Product provider, ESA shall organise direct interaction between the two entities at the appropriate level.

5.2. The User shall inform ESA immediately in case of problems with data reception or data quality deviating from the Primary Products specification in the published Copernicus DEM (Short) Description Document.

5.3. The Users with DOWNLOAD rights shall make available information to ESA for the purpose of ESA's reporting obligations towards the European Commission and the Primary Product provider. This information can include:

- Copernicus Service project or EU Public Task status as relevant for CSC-DA;
- Contribution of space based Earth observation data to the Copernicus Service project/EU Public Task performed;
- Suitability of Primary Products and delivery, adequacy to the Copernicus Service project/EU Public Tasks requirements;
- Recommendations for CSC-DA improvement (e.g. data products, mission operations, etc.).

5.4. The User or the respective responsible point of contact will maintain and update a document listing the entities involved in the Copernicus Project/EU Public Task, *i.e.*, beneficiaries, subcontractors, third parties and his registered users for use by ESA.



- 5.5. ESA is entitled to provide any report or other documentation regarding the use of the Primary Products/ Altered Products to the Primary Product provider. Upon request from the User, ESA shall guarantee confidentiality of reports and documentation provided by the User, to the extent mutually agreed.

Article 6. Warranties, Liabilities, Sole Remedy

- 6.1. By allowing ESA to sublicense the Primary Products to the User, the Primary Product Provider contractually warrants to the User that:
- 6.1.1. The Primary Products respond to the set of characteristics presented in the published Copernicus DEM (Short) Description Document providing detailed description of the spatial/geographical characteristics of the product and their associated quantified performances. The published Copernicus DEM (Short) Description Document can evolve to reflect the possible changes due to corrective maintenance provided by Airbus DS. Any warranty claims have to be submitted to ESA, acting as focal point for Users.
- 6.1.2. the Primary Product Provider is authorized to grant the license for the rights to use the Primary Products to ESA including its User.
- 6.2. ESA and the European Union give no undertaking as to the technical and legal adequacy or suitability of the Primary Products for the purpose required by the User or for the usage intended and shall not be held liable for the consequences of its use. ESA and the European Union make no representation and warranty whatsoever in respect of Primary Products provider or third-party rights to the Primary Products and shall not be held liable for any damages incurred by the User due to the violation of any third-party rights. The User shall indemnify and hold harmless ESA and the European Union from any third party claims caused by the use of the Primary Products by the User. In particular, ESA and the European Union make no warranty or representation, express or implied, with respect to the accuracy, completeness, or materiality of the Primary Products and Altered Products now, hereto or hereafter made available. The User accepts the Primary Products "AS IS". Except as expressly provided herein, no warranties or representations, express or implied, including any warranty of quality, merchantability, fitness for a particular purpose or condition, are given by or on behalf of ESA and the European Union; and the User hereby waives all warranties, express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or condition, or conformity to samples.
- 6.3. Notwithstanding the fact that ESA/the European Union/the Primary Product provider will do their utmost to deliver the Primary Products/Altered Products through the CSC-DA, the User waives any claim against ESA and/or the European Union and/or Primary Product provider in the event of any damages directly or indirectly arising from malfunction or interruption in the transmission of Primary Products/Altered Products for any reason whatsoever.
- 6.4. Except as expressly provided herein, any claim in respect of damage caused to persons, goods or property arising in connection with the performance of these Terms and Conditions shall be settled in accordance with the law governing the Terms and Conditions (see below, article 7.3), being however understood that the liability of ESA and the European Union under these Terms and Conditions shall be excluded except in case of wilful misconduct. ESA shall in any event, on whatever legal basis, not be liable in any way for consequential, incidental and/ or intangible damages such as loss of business, loss of production, operating losses, missed deadlines, loss of data or information, loss of enjoyment of rights, interruption in a service suffered by the User.
- 6.5. The User must notify ESA any defect, but not later than 31 December 2021 (unless extended to a later date, which will be published in due time). ESA's sole obligation and the User's sole remedy under this limited warranty is that ESA shall use reasonable efforts to repair or replace the defect Primary Product. This limited warranty is void, if any of the non-conformity has resulted from accident, abuse, misuse, misapplication or modification by someone other than ESA. The limited warranty is for the User only and is non-transferable.
- 6.6. ESA cannot be considered to be failing to meet their obligations if their failure is due to an occurrence of a Force Majeure. Force Majeure designates all the occurrences which are beyond the reasonable control of ESA, of any nature whatsoever, natural catastrophes, bad weather, fires, collective work disputes, strikes, sabotage, embargoes, interruptions in the transport or means of communication, war, acts or regulations issued by government authorities (including delays in the obtainment of authorizations or Licences of any sort) or by the UN, which may occur as from the date of the order and would prevent its total or partial execution.

Article 7. Miscellaneous

- 7.1. Acceptance of Terms and Conditions.

User accepts and agrees to the present Terms and Conditions through signature of this document by its duly appointed representative.



7.2. Cost of Primary Products

7.2.1. The User receives the Primary Products free of charge.

7.2.2. Cost of equipment to receive or read Primary Products and any other costs associated with the provision or use will be bourn and/or secured by the User.

7.3. Applicable Law and Arbitration

7.3.1. These Terms and Conditions shall be governed by the law of the State in which the Primary Product provider has its registered office.

7.3.2. If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions of the Terms and Conditions shall remain in effect.

7.3.3. Duration and Termination

The present Terms and Conditions shall run unlimited in time for the purpose of the use. If the User breaches any provision of the Terms and Conditions, ESA or the Primary Product provider shall notify the breach to the User and open a period of five working days for an exchange of information between the parties during which the User may explain why he does not in his view breach the provision invoked by ESA or the Primary Product provider. If the exchange of information yields no positive results, the author of the first notification requests the User to cease breaching the contract as soon as possible and at least within 15 working days. If the breach did not cease upon that period, the author of the first notification shall notify the User to cease immediately using the Primary Product.

Where the Primary Products are used in the generation of Copernicus data and information, the parties involved and the Primary Product provider seek to find a remedy to the breach that would not have a disproportionate effect on the distribution of Copernicus data and Copernicus information to the Copernicus users with regard to the breached provision of these Terms and Conditions.

The Termination of the contract itself shall be decided upon in legal Court. Upon termination, the User shall destroy all Primary Products/ Altered Products and all copies thereof or stop using the Service. This Termination will only affect the specific User party to this sub-licensing contract nor will it affect any Value Adding Product disseminated to third parties prior to the Termination of this sublicensing contract.