

NOVASAR-1 Level 1 Data – End User Licence Agreement (EULA)

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- (c) Any breach of this Agreement by the Licensee or by its personnel

6. TERM AND TERMINATION

- 6.1 This Agreement commences on the date on which the Licensee is registered and continues indefinitely unless terminated under clauses 9.2 or 9.3.
- 6.2 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.

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

8.2 These terms set out in this Agreement constitute the entire agreement between NRSC 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 NRSC in relation to its right to access or use the Data.

8.4 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.

8.5 Clauses 1.5 (Export Control Laws), 2 (Ownership of Data), 3 (Data Provided "As Is"), 5 (Limitation of Liability), 6 (Indemnity), 7 (NoFee Payable), 8 (Dispute Resolution) and 10 (Use of Names, Logos and Trademarks) survive termination of this Agreement.

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In this Agreement:

- (a) "Agreement" means this NovaSAR-1™ Data Licence Agreement;
- (b) "NRSC" means National Remote Sensing Centre
- (c) "Data" means the data collected by NovaSAR-1 from its' synthetic aperture radar (SAR) payload and processed to Level1, 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.
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- (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.