



V2 13/05/11

# Terms and Conditions for the Utilisation of Data under ESA's Third Party Missions scheme

between the  
**EUROPEAN SPACE AGENCY**  
and  
the Principal Investigator

**Project ID:**

**Issued on:**

*As the duly empowered representative of ..... , I hereby declare to have read and approved this document "Terms and Conditions for the utilisation of ESA's EO Third Party Missions data" and unconditionally accept that any activity related to the Project disclosed above shall be governed by the herein contained provisions.*

**Name:** .....

**Office held:** .....

**Date:** .....

**Signature:** .....

V13/05/11

# General Conditions for the Utilisation of ESA's EO Third Party Missions data

## I. Definitions

- *ESA / "the Agency"* means the European Space Agency.
- *The PI* (Principal Investigator) means the duly empowered representative of the entity having registered for the use of data within his/her project and accepted the Terms and Conditions.
- *Project* means the proposed and ESA-accepted use of data by the PI.
- *TPM* (Third Party Mission) means a satellite mission operated by any legal body, governmental or non-governmental entity other than ESA, and for whose data ESA has been granted a right of distribution to selected users.
- *TPMO* (Third Part Mission Owner) means the operator of the respective TPM. Should data ownership be with a different person or legal entity than the operator of the respective TPM, TPMO shall mean this person or legal entity wherever appropriate.
- *TPM data* means information and data, which are originated by the payload of Third Party Mission satellites and owned by the respective TPMO. The TPM data can be split into two major groups:
  - The *free dataset* including data collections available on-line without any technical or financial constraints attached or with free and open data policy.
  - The *restrained dataset* for which access priorities are managed differently, due to technical and financial constraints. The restrained data set comprises the data which are acquired or processed after specific PI demand and the datasets of very large volume (i.e. not suitable for transfer via Internet).

## A. Data Supply

- A.1. ESA provides the agreed amount and type of TPM data to the PI on-line for the free dataset and on-line or on media for the restrained dataset.
- A.2. ESA, while duly considering the interests of the PI, reserves the right to review, modify, suspend or terminate delivery of data at any time during the Project in the event that
  - a) Funding of TPM mission or associated processing facilities operations cannot be sustained
  - b) Satellite or related ground system failure occurs
  - c) Planned activities of related ESA or TPMO systems are suspended or cancelled in order to carry out special activities that ESA or TPMO consider of high priority
  - d) Status check of the respective satellite(s) or performance evaluation is needed.

TPMO may modify their mission operation plan(s) at any time, should they consider such corrective action necessary for ensuring mission success.

- A.3. The PI accepts to modify, suspend or terminate the utilization of ESA TPM Data for the Project when so requested by ESA. The PI shall have no right whatsoever to claim for compensation or damage as a consequence of ESA's decision to terminate or suspend the delivery of TPM data.
- A.4. Neither ESA nor TPMO does guarantee the suitability of TPM data for the purpose of the Project and shall not be held liable for any damage derived from the use of such data by the PI or any third party.

- A.5. ESA only upon request guarantees the confidentiality of communications, reports and other documentation submitted by the PI, to the extent mutually agreed. ESA has the right to provide any report or other documentation regarding TPM data to the TPMO.

## **B. General conditions of data utilisation**

- B.1. The PI is required to accept these Terms and Conditions before being able to receive TPM data.
- For the free dataset, the registration and acceptance of these Terms and Conditions will authorise full access on-line to the requested data sets.
  - For the restrained dataset, the PI is required first to submit a *project proposal*, which shall be reviewed by ESA with regard to scientific relevance and required data. ESA notifies the PI of the acceptance of the proposal, assigning a maximum quota for instrument planning and/or for product delivery. Access to data is then granted upon acceptance of these Terms and Conditions.
- B.2. The PI acknowledges and takes account of scheduling and processing constraints both at satellite and ground segment levels.
- B.3. The PI understands that acceptance of these Terms & Conditions includes general acceptance of the related TPMO Data Policy as referred to in the Specific Conditions for the Utilisation of TPM Data attached hereto in the Annex.
- B.4. The PI assumes full responsibility for the approved utilisation of data, including utilisation with co-investigators. The PI provides ESA with a detailed list of all co-investigators.
- B.5. The PI is authorised to undertake duplication of data (sets) as necessary for the performance of the Project, without any charges to ESA or to the TPMO.
- B.6. The PI undertakes that the TPM data supplied shall not be copied, transferred or otherwise be made available to third parties without the written consent of the TPMO through ESA.
- B.7. The PI and all authorised co-investigators together shall, at any time, observe the following conditions of use:
- a) Use all TPM data received exclusively for purposes of the Project
  - b) Indemnify ESA and/or TPMO for the full amount of any loss, expense, cost or liability (other than arising from any act, omission or direction of ESA or TPMO) resulting from any utilisation of data, for which ESA and/or TPMO might be held responsible for any reason whatsoever;
  - c) Not assign any rights, obligations or interests herein without the prior written approval by TPMO through ESA
- B.8. In the cases described under A.2, the PI has no right whatsoever to claim for compensation or damage as a consequence of the decision of ESA or TPMO.
- B.9. The PI waives any claim against ESA or TPMO in the event of any damage directly or indirectly arising from malfunction or interruption in the transmission of data for any reason whatsoever.
- B.10. Costs of equipment to receive or read TPM data or any other costs associated with the execution of the Project will be borne and / or secured by the PI.
- B.11. The PI informs ESA in case of problems with data reception or data quality.
- B.12. The PI shall publish results of the Project in publications of international renown and present results at dedicated workshops organised by ESA. For a period of six months after Project completion, the PI has the exclusive right to publish the results; thereafter, this right will be shared with ESA and TPMO unless the PI can demonstrate a character of confidentiality<sup>1</sup> of the results.

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<sup>1</sup> The term «confidentiality» does not refer to classified information terminology.

- B.13. Any publication whatsoever resulting from work carried out using TPM data shall contain the following sentence: "Data provided by the European Space Agency." The PI provides ESA with a free copy of any publication. ESA shall at any time have a royalty free right of publication and dissemination of these publications, unless the PI claims a character of confidentiality<sup>1</sup> of his own results and to the extent that such reproduction and dissemination do not conflict with the rights of third parties.

### **C. Intellectual Property Rights**

- C.1. The PI acknowledges the full title and ownership, including all derived rights, by TPMO of all TPM data.
- C.2. The PI clearly marks all TPM data and analysed information, irrespective of the form in which it is produced), as follows: © TPMO (year of reception).
- C.3. In his sphere of influence, the PI guarantees respect of TPMO's intellectual property rights and reports any evidence of unlawful use, including such of third parties, immediately to ESA in writing.
- C.4. TPMO's title and copyright of data shall not prevent recognition of copyright in favour of PI which may arise as a result of the latter's own interpretation of TPM processed data, inputs of data or knowledge from other sources.
- C.5. In case of emergence of own intellectual property rights from direct utilisation of TPM data, the PI grants ESA and TPMO free of charge, an irrevocable and non-exclusive license to use such intellectual property in the field of space research and technology. The PI informs ESA of applications for patents or similar forms of legal protection for such intellectual property within two months from the filing date. ESA treats such information as confidential during a period of eighteen months following original application, unless published before the expiration of this period by the PI.

# Living Annex: Instruments, Missions and special conditions

This Annex to the “Terms & Conditions” document contains an exhaustive list of TPM missions and instruments, as well as any additional or diverging utilisation rules as stipulated by a respective Third Party Mission Owner.

By character, this “Living Annex” is subject to change and will be updated upon entry of new instruments or missions or to diverging TPMP rules.

## 1. Terms and Conditions FULLY applicable

<b>ALOS</b>	<b>Instruments:</b>
<i>TPMO: JAXA (JAXA and METI for PALSAR)</i>	
	AVNIR-2 (Advanced visible and near-infrared Radiometer type-2)
	PRISM (Panchromatic Remote Sensing Instrument for Stereo Mapping)
	PALSAR (Phased Array type L-band Synthetic Aperture Radar)

<b>IRS-P3</b>	<b>Instruments:</b>
<i>TPMO: ISRO</i>	
	MOS (Modular Optoelectronic Scanner)

<b>IRS-P6</b>	<b>Instruments:</b>
<i>TPMO: ISRO</i>	
	LISS-IV (Linear Imaging Self-Scanning Sensor-4)
	LISS-III (Linear Imaging Self-Scanning Sensor-3)
	AWiFS (Advanced Wide Field Sensor)

<b>JERS-1</b>	<b>Instruments:</b>
<i>TPMO: JAXA</i>	
	SAR (Synthetic Aperture Radar)
	OPS (Optical Sensors)

<b>KOMPSAT-1</b>	<b>Instruments:</b>
<i>TPMO: KARI</i>	
	EOC (Electro-Optical Camera)

<b>LANDSAT</b>	<b>Instruments:</b>
<i>TPMO: USGS</i>	
	MSS (Multispectral Scanner) special collection
	TM (Thematic Mapper) special collection
	ETM (Enhanced Thematic Mapper) special collection

<b>MOS1/1B</b>	<b>Instruments:</b>
<i>TPMO: JAXA</i>	
	MESSR (Multispectral Electronic Self Scanning Radiometer)

<b>NOAA series</b>	<b>Instruments:</b>
<i>TPMO: NOAA</i>	
	AVHRR (Advanced Very High Resolution Radiometer)

<b>Nimbus-7</b>	<b>Instruments:</b>
<i>TPMO: NASA</i>	
	CZCS (Coastal Zone Color Scanner)

<b>ODIN</b>	<b>Instruments:</b>
<i>TPMO: SNSB, CNES, CSA, TEKES</i>	
	SMR (Submillimeterwave Radiometer) OSIRIS (Optical Spectrograph and Infrared Imaging System)

<b>SCISAT/ACE</b>	<b>Instruments:</b>
<i>TPMO: CSA</i>	
	FTS (Fourier Transform Spectrometer) MAESTRO (Measurement of Aerosol Extinction in the Stratosphere and Troposphere Retrieved by Occultation)

## 2. Terms and Conditions applicable with AMENDMENTS

<b>Formosat-2</b>	<b>Instruments:</b>
<i>TPMO: NSPO</i>	
	HRVIR (High-Resolution Visible and Infrared sensor)
<i>Amendment</i>	
	The TPM data are the property of NSPO, Republic of China. The TPM data is protected by Republic of China and international copyright laws.
	In case the medium on which the TPM data is supplied by ESA or TPMO to the PI is deficient, as demonstrated by the PI and accepted by TPMO, TPMO shall replace said medium. Any such claim for replacement shall be notified to TPMO within seven (7) days after delivery of the TPM data to the PI and is subject to NSPO's prior acceptance. TPMO disclaims all other warranties not expressly provided for TPM data above. In no event shall TPMO or ESA, nor anybody having contributed to development and/or production and/or delivery of the TPM data, be liable for any claim, damage or loss incurred by the PI, including without limitation indirect, compensatory, consequential, incidental,

	<p>special, incorporeal or exemplary damages arising out of the use of or inability to use the TPM data, and shall not be subject to legal action in this respect.</p> <p>The financial cumulative liability of TPMO and/or ESA and of anybody having contributed to developing and/or production and/or delivery of the PRODUCT is limited to making available of the TPM data, and shall not in any case exceed 1.000 (one thousand) euros.</p>
	<p>For the Formosat-2 data provided under the SPOT-4 Agreement, these ESA Terms and Conditions, including the present Living Annex, shall be governed by French law.</p>
<i>Amendment for B.9</i>	<p>B.11. The PI waives any claim against ESA and/or TPMO in the event of any damage directly or indirectly arising from use as well as from any malfunction or interruption.</p>

<b>IKONOS-2</b>	<b>Instruments:</b>
<i>TPMO: European Space Imaging</i>	
	OSA (Optical Sensor Assembly)
<i>Amendment</i>	<p>The PI accepts and agrees to the terms of this Agreement by doing any one of the following: (a) installing or manipulating the Ikonos Product on any computer hardware; (b) damaging or destroying the Ikonos Product; (c) retaining the Ikonos Product for more than 15 days following receipt thereof.</p> <p>Under this license, the PI may do the following:</p> <ol style="list-style-type: none"> <li>Distribute works derived from the IKONOS Product (“Derived Works”). Derived Works that contain the source image data (pixels) or reasonable facsimile of the source image data, inherit the copyright and license restrictions of the source data. Other Derived Works (vector extraction, classification, etc...) have no restrictions on use and distribution. Reduced resolution data sets (RRDS) with ratios of 16:1 or higher shall have no restrictions on use and distribution, but shall contain the copyright markings.</li> <li>Make the Ikonos Product available to its consultants, agents and subcontractors for purposes otherwise consistent with the Permitted Use and subject to the restrictions herein, and without the right to transfer, modify, copy or sublicense.</li> <li>Post the Ikonos Product and Derived Works, with copyright markings, in a non-downloadable fashion, on an Internet site with the following credit conspicuously displayed, “Includes material © European Space Imaging GmbH”.</li> </ol> <p>The PI agrees that any embodiment of the Ikonos Products permitted under this Agreement will contain a notice similar to the following: “Includes material © 2003, European Space Imaging GmbH, all rights reserved.”</p> <p>This Agreement shall be governed by the internal laws of Germany for Ikonos products. The Ikonos data can not be provided to any of the following persons or organisations provided by the following semi annually updated lists:</p> <p><b>NOAA License Compliance</b>  Lists of entities with which transactions involving IKONOS imagery are prohibited  U.S. Treasury SDN &amp; Blocked Persons:  <a href="http://www.ustreas.gov/offices/enforcement/ofac/sdn/index.shtml">http://www.ustreas.gov/offices/enforcement/ofac/sdn/index.shtml</a>  U.S. Treasury Terrorist Organizations:  <a href="http://www.ustreas.gov/offices/enforcement/ofac/programs/index.shtml">http://www.ustreas.gov/offices/enforcement/ofac/programs/index.shtml</a>  U.S. Treasury Narcotics Drug Traffickers List</p>

	<p><a href="http://www.ustreas.gov/offices/enforcement/ofac/programs/narco/drugs.pdf">http://www.ustreas.gov/offices/enforcement/ofac/programs/narco/drugs.pdf</a>  U.S. Commerce Denied Persons List:  <a href="http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm">http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm</a>  U.S. Commerce Entities: <a href="http://www.bis.doc.gov/Entities/Default.htm">http://www.bis.doc.gov/Entities/Default.htm</a>  U.S. State Debarred Parties: <a href="http://pmdrtc.state.gov/country.htm">http://pmdrtc.state.gov/country.htm</a></p> <p><b>DENIED PARTIES:</b>  <a href="http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm">http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm</a></p> <p><b>DENIED COUNTRIES:</b>  <a href="http://www.treas.gov/offices/enforcement/ofac/sdn/">http://www.treas.gov/offices/enforcement/ofac/sdn/</a></p>
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<b>IMAGE2006 dataset</b>	<b>Instruments:</b>
<i>TPMO: CNES + Euromap, Space Imaging and ANTRIX Corporation Ltd</i>	
	<p>SPOT-4 HRVIR (High-Resolution Visible and Infrared sensor)  Spot 5 HRG (High Resolution Geometric)  IRS-P6 LISS-III (Linear Imaging Self-Scanning Sensor-3)</p>
<i>Amendment</i>	<p>The SPOT satellite imagery data contained in the SPOT PRODUCT and SPOT ORTHORECTIFIED PRODUCT are the property of Centre National d'Etudes Spatiales (CNES), France.</p> <p>The IRS satellite imagery data contained in the IRS PRODUCT and ORTHORECTIFIED PRODUCT are the property of Euromap, Space Imaging and Antrix Corporation Limited.</p> <p>The SPOT PRODUCT and the IRS PRODUCT are protected by French and international copyright laws. In addition, the SPOT PRODUCT, the IRS PRODUCT and the satellite imagery data contained therein are protected by articles L 341-1 to 343-4 of the French Code of Intellectual Property Law as amended by the statute of 1 July 1998, relative to database copyright and to similar statutes in European countries that have incorporated EU Directive n° 96/9 of 11 March 1996 on database copyright into their laws.</p> <p>For Spot 5 level 1A SATELLITE image products resampled in the course of IMAGE2006 at 20 meters of resolution comes with the following disclaimer to CATEGORY-1 users:</p> <p>"This product is a Spot 5 level 1A SATELLITE image product resampled at 20 meters of resolution. It is not a standard product of Spot Image. This product has been altered by processing out of Spot Image's control. Spot Image does not warrant the compliance of that product with the standard Spot Image's specifications."</p> <p>For any use of the SPOT ORTHORECTIFIED PRODUCTS the following credits shall be used: <i>"includes material © CNES ____ (year of production), Distribution Spot Image S.A., France, all rights reserved; is produced by DLR/Metria from SPOT products provided under an ESA contract for FTS LM IMAGE2006"</i></p> <p>For any use of the IRS ORTHORECTIFIED PRODUCTS the following credits shall be used <i>"includes material © ANTRIX Corporation Limited ____ (year of reception), Distribution by Euromap GmbH, Germany, all rights reserved; is produced by DLR/Metria from IRS products provided under ESA contract for FTS LM IMAGE2006"</i>.</p>

	<p>TPMO disclaims all other warranties not expressly provided for TPM data above.</p> <p>In no event shall TPMO or ESA, nor anybody having contributed to development and/or production and/or delivery of the TPM data, be liable for any claim, damage or loss incurred by the PI, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the TPM data, and shall not be subject to legal action in this respect.</p> <p>The financial cumulative liability of TPMO and/or ESA and of anybody having contributed to developing and/or production and/or delivery of the PRODUCT is limited to making available of the TPM data, and shall not in any case exceed 1.000 (one thousand) euros.</p>
	<p>For the data provided under the SPOT-4 Agreement, these ESA Terms and Conditions, including the present Living Annex, shall be governed by French law.</p>
<i>Amendment for B.11</i>	<p>The PI waives any claim against ESA and/or TPMO in the event of any damage directly or indirectly arising from use as well as from any malfunction or interruption in the transmission of data for any reason whatsoever.</p>

<b>KOMPSAT-2</b>	<b>Instruments:</b>
<i>TPMO: KARI</i>	
	MSC (Multi-Spectral Camera)
<i>Amendment</i>	
	<p>The TPM are property of Korea Aerospace Research Institute (KARI), Korea.</p> <p>The TPM data is protected by Republic of Korea and international copyright laws.</p>
	<p>In no event shall TPMO or ESA, nor anybody having contributed to development and/or production and/or delivery of the TPM data, be liable for any claim, damage or loss incurred by the PI, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the TPM data, and shall not be subject to legal action in this respect.</p> <p>The financial cumulative liability of TPMO and/or ESA and of anybody having contributed to developing and/or production and/or delivery of the PRODUCT is limited to making available of the TPM data, and shall not in any case exceed 1,000 (one thousand) euros.</p>
<i>Amendment for B.11</i>	<p>The PI waives any claim against ESA and/or TPMO in the event of any damage directly or indirectly arising from use as well as from any malfunction or interruption in the transmission of data for any reason whatsoever.</p>

<b>Metop/Meteosat</b>	<b>Instrument / data type:</b>
<i>TPMO: EUMETSAT</i>	
	IASI, ASCAT, GOME-2, GRAS, AVHRR, AMSU-A, HIRS, MHS, SEM; SEVIRI, GERB
<i>Amendment</i>	<p>The use of the EUMETSAT Metop and Meteosat data shall be subject to the following conditions:</p> <p>EUMETSAT will use its best efforts to provide the agreed data to the PI for successful completion of the investigation, which will take account of scheduling and processing constraints both at the level of</p>

the relevant EUMETSAT satellites and the related ground segments. EUMETSAT reserves the right to terminate the provision of agreed data in the event the funding of its relevant satellite operations and associated processing facilities is not sustained.

EUMETSAT reserves the right to suspend or cancel the activities of the relevant satellite systems at any time during the period of the investigation in order to carry out any special activities which EUMETSAT considers to be of high priority. In taking such measures, EUMETSAT shall take into consideration the PI investigations already approved and in the course of implementation. The PI shall have no right whatsoever to claim for compensation of damage incurred as a consequence of a termination decision by EUMETSAT. In particular, EUMETSAT reserves the right to review or suspend production capacity of the relevant data at any time during the investigation in order to check the working order of the satellites and to evaluate their performance. Should EUMETSAT consider corrective actions necessary in order to ensure the success of a mission, it reserves the right to modify the related mission operation plan at any time as well as any other conditions agreed herein.

The PI agrees to modify, suspend or terminate the investigation whenever necessary if so requested by EUMETSAT.

EUMETSAT will use its best endeavours to notify the PI as early as possible of any modification to the PI's investigation, following from the above-mentioned actions.

EUMETSAT makes no representations as to the suitability of its satellite data for the purpose of the investigation and shall not be liable for any damage arising out of or in connection with the use of any such data by the PI or by any third party.

EUMETSAT will deliver one copy of each of the requested data sets to the PI, who will assume full responsibility for the investigation even if conducted in cooperation with other co-investigators. To this end, the PI is authorised to and will undertake duplication of the data as necessary, without any charges to EUMETSAT.

The PI shall provide EUMETSAT with a detailed list of his/her co-investigators. The PI hereby undertakes for himself/herself and shall cause all and any co-investigators to:

- (a) use all data received for the exclusive purposes of the agreed investigation. This shall not include the right to sub-license any right granted hereunder;
- (b) acknowledge and respect the Intellectual Property Rights and ownership of EUMETSAT of all Metop and Meteosat data, and, when such data are used for publication or display, always include the text "© [year] EUMETSAT";
- (c) not disclose any information concerning the in-orbit operation and performance of the satellite without prior written approval by EUMETSAT;
- (d) indemnify EUMETSAT for the full amount of any loss, expense, cost or liability (other than arising out of any act or omission of EUMETSAT) resulting from the PI's utilisation of data for which EUMETSAT might be held liable for any reason whatsoever;
- (e) not assign any of his/her rights, interests, duties or obligations hereunder without the prior written approval of EUMETSAT.

The PI undertakes that the data supplied shall not be copied, transferred or otherwise be made available to third parties without the written consent of EUMETSAT.

EUMETSAT shall not be liable in the event of any damage directly or indirectly arising from any malfunction or interruption in the

	<p>transmission of data for whatever reason.</p> <p>EUMETSAT does not accept responsibility for any equipment utilised by the PI for the reception and/or the decryption of the Metop and Meteosat data.</p> <p>In the event of non-compliance or default on the part of the PI in respect of any of these Terms and Conditions, EUMETSAT reserves the right to cancel its permission to use the Metop and Meteosat data.</p>
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<b>OrbVIEW-2/SEASTAR</b>	<b>Instrument / data type:</b>
<i>TPMO: GeoEye</i>	
	SeaWIFS
<i>Amendment</i>	Additional Terms& Conditions Regulations of Orbimage/GeoEye apply (as signed by PI before access to data)

<b>PROBA</b>	<b>Instruments:</b>
<i>TPMO: Surrey Satellite Technology Ltd</i>	
	CHRIS (Compact High Resolution Imaging Spectrometer)
<i>Amendment</i>	This provision replaces B.13 for all papers, press releases, scientific publications and other publicity material resulting from work using CHRIS: data shall state "Data have been provided by the European Space Agency, using the ESA PROBA platform and the Surrey Satellite Technology Ltd CHRIS instrument".

<b>SPOT</b>	<b>Instruments:</b>
<i>TPMO: CNES</i>	
<b>SPOT 1-3</b>	HRV (High Resolution Visible)
<b>SPOT 4</b>	HRVIR (High-Resolution Visible and Infrared sensor)
<b>SPOT 5</b>	HRG (High Resolution Geometric)
<i>Amendment</i>	
	The SPOT satellite imagery data contained in the TPM data are the property of Centre National d'Etudes Spatiales (CNES), France. The TPM data is protected by French and international copyright laws. The TPM data is protected by articles L 341-1 to 343-4 of the French Code of Intellectual Property Law as amended by the statute of 1 July 1998, relative to database copyright and to similar statutes in European countries that have incorporated EU Directive n° 96/9 of 11 March 1996 on database copyright into their laws.
	In case the medium on which the TPM data is supplied by ESA or TPMO to the PI is deficient, as demonstrated by the PI and accepted by TPMO, TPMO shall replace said medium. Any such claim for replacement shall be notified to TPMO within seven (7) days after delivery of the TPM data to the PI. TPMO disclaims all other warranties not expressly provided for TPM data above.

	<p>In no event shall TPMO or ESA, nor anybody having contributed to development and/or production and/or delivery of the TPM data, be liable for any claim, damage or loss incurred by the PI, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the TPM data, and shall not be subject to legal action in this respect.</p> <p>The financial cumulative liability of TPMO and ESA and of anybody having contributed to developing and/or production and/or delivery of the PRODUCT is limited to making available of the TPM data, and shall not in any case exceed 1.000 (one thousand) euros.</p>
	<p>For the data provided under the SPOT Agreement, these ESA Terms and Conditions, including the present Living Annex, shall be governed by the French law.</p>
<i>Amendment for B.11</i>	<p>The PI waives any claim against ESA and/or TPMO in the event of any damage directly or indirectly arising from use as well as from any malfunction or interruption in the transmission of data for any reason whatsoever.</p>

<b>GOSAT</b>	<b>Instruments:</b>
<i>TPMO: JAXA, NIES</i>	
	<p><b>TANSO-FTS</b> (Thermal And Near infrared Sensor for carbon Observation - Fourier Transform Spectrometer).  <b>TANSO-CAI</b> (Thermal And Near infrared Sensor for carbon Observation - Cloud and Aerosol Imager)</p>
<b>Amendment</b>	
	<p>By accepting these Terms and Conditions, the applicable GOSAT data policy is accepted.</p>