



our future through science.

**CSIR Satellite Applications Centre**

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Dear Authorised/End User: \_\_\_\_\_

**ADDITIONAL END USER LICENCE AGREEMENT TERMS FOR  
SPOT DATA AND SPOT DERIVED VAP'S FOR PUBLIC  
ENTITIES WITHIN SOUTH AFRICA**

**The End uses hereby acknowledges and agrees that :**

- 1) The CSIR Satellite Applications Centre signed a SPOT DATA RECEPTION AND DISTRIBUTION AGREEMENT in October 2006 with Spot Image, France. The **SPOT System** consists of three main components: the Satellites, the Spot Image's ground segment and the CNES's Control Center.
- 2) The CSIR SAC defined as the PARTNER within the aforementioned contract,

***"THE CSIR, a statutory body, incorporated and existing under the laws of South Africa, through its Satellite Applications Centre (SAC) established under the Scientific Research Council Act of 1988, with its registered office at PO Box 395, Pretoria, 0001, South Africa, ..... hereinafter referred to as the "PARTNER"***

has clear accountabilities in ensuring that the SPOT data and value adding products are controlled and not misused. The essential information in the contract between CSIR SAC and Spot Image are extracted from the contract as per paragraphs 3 to 5.

### **3) Governmental License for South African Public Entities**

SAC shall have each SPOT Product that is provided, transferred, sold, leased or loaned to any South African Public Entity licensed to the said under the terms and conditions of the Standard End User License Agreement as available on Spot Image's web site at the following address: [www.spotimage.com/licensing.htm](http://www.spotimage.com/licensing.htm). SAC shall have such Standard End-User Licence Agreement accepted and signed by any South African Public Entity before the supply of the SPOT Product by PARTNER.

PARTNER hereby agrees to cause the Authorized Users/End Users to comply with the provisions of this Standard End User License Agreement.

"Governmental License for South African Public Entities" means that, by special dispensation, the distribution, sale or transfer of any SPOT Product by PARTNER to several South African Public Entities shall not be subject to payment of additional royalties, except the normal fees and price (defined in Article 12.1 to 12.5) to be paid for the acquisition of DRS Product or NON-DRS Product so distributed or transferred.

### **4) License to use Value Adding Products (VAP)**

When distributing any VAP, the PARTNER shall grant the Authorized User a sublicense to use the SPOT Product incorporated in the VAP for internal purposes only. The Authorized User shall not be entitled to resell, distribute, lease or transfer in any other way the VAP. The terms and conditions of such sub-license granted by the PARTNER to the Authorized User shall not be less protective of Spot Image rights with regards to the SPOT Product incorporated in the VAP, than the provisions and restrictions of the Standard End-User Licence Agreement referred to in Article 10.2.2. The PARTNER agrees to cause the Authorized Users to comply with the provisions and restrictions provided in the above-mentioned sub-license.

5) **LIABILITY**

SPOT IMAGE AND THE CSIR SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL INDIRECT, CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER, TOGETHER WITH ANY DAMAGES TO PROPERTY.

Spot Image and the CSIR shall not be liable to the Authorised/End user or to any other person for any loss or damage whatsoever and howsoever caused arising directly or indirectly in connection with the performance of the Agreement other than imposed by the law applicable to this Agreement.

Spot Image and the CSIR specifically disclaims any liability for any direct or indirect damages, with respect to property or personal injury damages, and for any consequential and / or incidental damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute goods, facilities or services ; shut-down or slow-down costs, or for any other types of economic loss, and for claims of Authorized Users or any third party for any such damages. Spot Image's financial liability, and in particular that arising out of this Agreement, shall not exceed fifty percent (50%) of amounts exclusive of VAT paid in settlement of a SPOT Product ordered and delivered for which a claim has been received.

The Authorised/End User waives all claims against Spot Image and the CSIR to compensate for the pecuniary consequences of damages to third parties arising directly or indirectly out of the execution of the Agreement.

6) The procedure that will apply to the use of the SPOT imagery and VAP's derived from SPOT imagery are as follows:

- All data is supplied without distribution rights. Data supplied by the CSIR SAC to the national and provincial departmental point of contact may only be entitled to copy and redistributed the data



or VAP to an authorized user. These datasets or VAP's may under no circumstances be **sold** in any form to any other bodies/parties outside the received organisation / department.

- Multiple copies of data sets may be distributed internally only.
  - Data sets, of which the Department is not the custodian, may only be used for projects assigned/approved by the point of contact within the national or provincial department, whereby CSIR SAC will be informed of.
  - All data sets provided to bodies / parties outside the authorized user definition will be returned to the Department after completion of assigned projects and will not retain a copy thereof. The national or provincial representative (point of contact) that will distribute the data or VAP's will be the only authorized body allowed to distribute the information to consultants or any 3<sup>rd</sup> party.
  - In the case of breaching any procedures or conditions stated in this document or as per Spot Image license agreements, legal action will be taken against such a party by the CSIR.
- 7) The government license agreement and end user license agreement from Spot Image will be included in all Spot data products and **MUST** be adhered to at all times together with these additional conditions.
- 8) The parties agree that all conditions and the contract is subject to the laws of France.
- 9) The conditions and procedures within this document are final and are accepted by all end users.



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21/11/2006

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