

**LICENCE FOR ACCESS TO NON-ESSENTIAL METEOSAT DATA
AND NON-ESSENTIAL METOP DATA AND PRODUCTS
BY END USERS, BROADCASTERS AND SERVICE PROVIDERS**

Licensing Agent: EUMETSAT, EUMETSAT-Allee 1, D-64295 Darmstadt,
Germany

Licensee: Czech Hydrometeorological Institute

Address: Na Šabatce 2050/17
143 06 PRAGUE 412-Komořany
CZECH REPUBLIC

Valid from: 1 January 2022 **to:** 31 December 2024

Type of User: End User Broadcaster / Service Provider

Purpose of Use: Provisions of Value-Added Services to third parties and Broadcasting images based on Meteosat data.

Licensed Data and Products: Access is granted to all (i) non-Essential Meteosat Data with a Latency of less than 3 hours for the purpose of use indicated above and (ii) non-Essential Meteosat Data with a Latency of more than 3 hours and non-Essential Metop Data and Products for any purpose of use.

Annual Licence Fee for non-Essential Meteosat Data with a Latency of less than 3 hours

Service Provider/Broadcaster: EUR 8,000

GENERAL CONDITIONS

1 GRANT OF LICENCE

The Licensee is hereby authorised on a non-exclusive basis to use the Licensed Data and Products for the purposes mentioned on page 1 of this licence.

Service Providers/Broadcasters: this authorisation shall include radio transmission and/or publication and/or broadcasting and, in particular, for the purpose of television broadcasting on the TV channel(s) or broadcasting on the Internet site(s).

2 DEFINITIONS

- *Broadcaster* means the licensee identified in the heading of this licence who acquires Meteosat data to do Broadcasting.
- *Broadcasting* means to disseminate images based on Meteosat Data through electronic public information systems including, but not limited to, Internet, terrestrial and satellite transmissions.
- *End User* means those users who use Meteosat Data for his/her own commercial, industrial or personal purposes and do not pass on such item to any further user or use it to generate a Value Added Service.
- *High Rate SEVIRI Data* means high rate image data, including Rapid Scanning Data, from the SEVIRI instrument of a Meteosat Second Generation satellite, processed to level 1.5 by the EUMETSAT Ground Segment.
- *Latency* means the difference between the time reference attached by EUMETSAT to Meteosat Data or Product and its availability for user access under a given service.
- *Meteosat Data* means all High Rate SEVIRI Data generated by the Meteosat Second Generation satellites.
- *Non-Essential Metop Data and Products* means all global and regional level 1 products of the IASI, ASCAT, GRAS and GOME-2 instruments that are generated by the Core Ground Segment.
- *Rapid Scanning Data* means those Meteosat Data acquired by scanning of a certain geographical area within the footprint of a Meteosat satellite in more frequent time intervals than the nominal full disk repeat cycles. For the purposes of access conditions, Rapid Scanning Data shall be provided only in conjunction with access to non-Essential Meteosat Data with a Latency of less than 3 hours.
- *Service Provider* means the Licensee identified in the heading of this licence who acquires Meteosat Data in order to supply Value Added Services under specific conditions to third parties who are clearly identified and known to the Service Provider.
- *Subsidiary* means any subsidiary of the Licensee which is directly controlled by the Licensee by means of the Licensee holding the majority of the voting rights (50% plus one vote).
- *Value Added Services (VAS)* means all meteorological services which are derived from Meteosat Data or products, specifically conceived for the needs of users and made available under specific licence conditions.

3 EXCLUSIONS

End Users: no authorisation is given to grant sub-licences for, allow access to, or redistribute the original numerical data of the Licensed Data and Products to any third party.

Service Providers: No authorisation is given to grant sub-licences for, allow access to, or redistribute the original numerical data of the Licensed Data and Products to any third party. The Service Provider may however redistribute the original numerical data of the Licensed Data and Products to subsidiaries listed in Annex I and to its customer service providers that have the appropriate licence with EUMETSAT.

Broadcasters: no authorisation is given to grant sub-licences for, allow access to, or redistribute the original numerical data of the Licensed Data and Products to any third party. The Broadcaster may however redistribute the original numerical data of the Licensed Data and Products to subsidiaries listed in Annex I.

4 RECEPTION

- 4.1 Upon receipt of this licence duly countersigned, the Licensee will receive the Licensed Data and Products. Where relevant, the necessary decryption key units, software packages and passwords (decryption equipment) required to decrypt and use the Licensed Data and Products shall be made available to the Licensee. EUMETSAT shall activate the decryption key unit(s) for reception of Licensed Data and Products and shall keep the decryption key unit(s) activated for the duration of this licence.
- 4.2 EUMETSAT shall not be liable for the cost of procuring the necessary receiving equipment of any user. Decryption key units may be provided by EUMETSAT without costs. Users may be required to reimburse EUMETSAT for the cost of providing them with more than one of the decryption key units that may be required, at the discretion of the EUMETSAT Director-General. The number of decryption key units may be limited to avoid an unmanageable load and a consequential degraded level of service.
- 4.3 EUMETSAT shall not be liable for any adaptations carried out or required to be carried out to any other equipment or software used by the Licensee or for the interface between such adaptations and the decryption equipment referred to above. Nothing in this licence shall be deemed to be any representation or warranty on the part of EUMETSAT relating to the properties, quality, or fitness for use or purpose of the decryption equipment. EUMETSAT shall bear no liability for any consequences, whether direct or indirect, arising from any use of the decryption equipment. The Licensee shall hold EUMETSAT harmless from any claims arising from such use.
- 4.4 The Licensee shall not transfer, pass on or make available the decryption equipment in any way to any third party without EUMETSAT's prior written consent.

5 LICENCE FEE AND PAYMENT

- 5.1 The use of non-Essential Meteosat Data with a Latency of more than 3 hours and Non-Essential Metop Data and Products is granted without charge.
- 5.2 The use of non-Essential Meteosat Data with a Latency of less than 3 hours is subject to an annual licence fee, referred to on page 1 of this licence. The annual licence fee shall be payable in advance in one instalment. All payments shall be due and in EUMETSAT's bank account within 30 days of the date of EUMETSAT's invoice. The payments shall be made without deduction or compensation of any kind to the bank account indicated on the invoice.

6 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

6.1 All intellectual property rights in the Licensed Data and Products shall be and remain the property of EUMETSAT. The Licensee acknowledges the full title and ownership by EUMETSAT of all Licensed Data and Products.

Service Providers/Broadcasters: Intellectual property rights in the images based on Licensed Data and Products shall be shared between EUMETSAT and the Service Provider/Broadcaster generating the images.

6.2 The Licensee acknowledges that the Licensed Data and Products are protected from use by unauthorised third parties by EUMETSAT's intellectual property rights and by competition law.

6.3 The Licensee shall take all reasonable steps to prevent damage or any infringement of EUMETSAT's intellectual property rights. The Licensee shall inform EUMETSAT immediately, should it become aware of actual or potential infringement of EUMETSAT's intellectual property rights.

6.4 When displaying or publishing images based on the Licensed Data and Products, the Licensee agrees to show, in combination with such images and transformed products, an acknowledgement indicating EUMETSAT as the source of the original Licensed Data and Products.

7 LIABILITY

7.1 Nothing in this licence shall be deemed to be any representation or warranty on the part of EUMETSAT relating to the properties, qualities or fitness for use or purpose of the Licensed Data and Products. EUMETSAT shall bear no liability for any consequences, whether direct or indirect, arising from any use of the Licensed Data and Products and the Licensee shall hold EUMETSAT harmless from any claims arising from such use.

7.2 If the provision of non-Essential Meteosat Data with a Latency of less than 3 hours should be discontinued at any time for any reason, the licence fee referred to on page 1 of this licence will be reduced pro rata for the period of the occurrence. A discontinuation lasting less than 48 hours shall not be counted as such. EUMETSAT shall have no further liability in case of deterioration, reduction or discontinuation of the provision of said Meteosat Data.

7.3 EUMETSAT shall have no liability in case of deterioration, reduction or discontinuation of the provision of the non-Essential Meteosat Data with a Latency of more than 3 hours and of Non-Essential Metop Data and Products at any time for any reason.

8 TERMINATION

8.1 Either the Licensee or EUMETSAT may terminate this licence at the end of each twelve-monthly period from the starting date specified on page 1 of this licence, provided three months prior notice of such termination has been given in writing.

8.2 EUMETSAT shall be entitled without prejudice to any other rights and remedies, to terminate this licence without notice in the event the Licensee fails to observe any of his obligations under this licence.

9 ARBITRATION

- 9.1 Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Licence, including its existence, validity or termination, shall be submitted to an arbitration tribunal for final and binding decision in accordance with the Arbitration Rules of the International Chamber of Commerce.
- 9.2 The arbitration shall be held in Darmstadt, Federal Republic of Germany.
- 9.3 The number of arbitrators shall be three.
- 9.4 The appointing authority shall be the International Chamber of Commerce, Paris, France.
- 9.5 The language to be used in the arbitral proceedings shall be English.
- 9.6 In resolving the dispute, the arbitral tribunal shall apply the laws applicable to EUMETSAT. The general principles governing the law of international organisations and the rules of general international law shall also be applied.

10 NON-ASSIGNMENT

The Licensee shall not assign this licence in whole or in part to a third party without EUMETSAT's prior written consent.

In 

In Darmstadt

On..... 24. 09. 2021

On..... 23/9/21

Director 
ČESKÝ HYDROMETEOROLOGICKÝ ÚSTAV
ÚSEK METEOROLOGIE A KLIMATOLOGIE (2/2)
143 06 PRAHA 4, Na Šabatce 2050/17


Head of Legal Affairs

Annex I

List of subsidiary(-ies) directly controlled by the Licensee by means of the Licensee holding the majority of the voting rights (50% plus one vote)

NA