

**LICENCE FOR ACCESS TO
EUMETSAT RECOMMENDED DATA AND PRODUCTS
BY END USERS OR SERVICE PROVIDERS/BROADCASTERS**

Between

The European Organisation for the Exploitation of Meteorological Satellites, an intergovernmental organisation headquartered at EUMETSAT Allee 1, 64295 Darmstadt, Germany (hereinafter referred to as “**EUMETSAT**”)

And

Czech Hydrometeorological Institute, Na Šabatce 2050/17, 143 06 PRAGUE 4, Czech Republic (hereinafter referred to as “**Licensee**”)

Type of user: ☐ End User ☒ Service Provider/Broadcaster

Period of validity: 1 January 2025 to 31 December 2027

Annual fee: EUR 8,000

GENERAL CONDITIONS

1 PURPOSE AND SCOPE

- 1.1 The purpose of this licence is to define the conditions under which the Licensee may access and use EUMETSAT Data and Products that the EUMETSAT Council declares as “Recommended” in accordance with WMO Resolution 1 (Cg-Ext(2021)), meaning that access is subject to licensing by EUMETSAT.
- 1.2 The Licensee is hereby authorised on a non-exclusive, non-transferable, worldwide basis to access:
- i. All Recommended Meteosat Data with a Latency of less than one hour for the purpose of its End User/Service Provider/Broadcaster activities, in accordance with the type of user defined on page 1 of this licence and with the definitions in Article 2; and
 - ii. All Recommended Meteosat Data with a Latency of more than or equal to one hour for any purpose of use; and
 - iii. All Recommended Metop Data and Products for any purpose of use,

hereinafter referred to collectively as “**Licensed Data and Products**”.

For the avoidance of doubt, for 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

For the purposes of the licence, the following definitions shall apply:

Term	Definition
Broadcaster	the Licensee, who acquires and disseminates Licensed Data and Products or Value Added Services through electronic public information systems including, but not limited to, Internet, terrestrial and satellite transmissions.
Decryption Equipment	any decryption key units, software packages and passwords provided by EUMETSAT that are required to decrypt and use the Recommended Data and Products.
End User	those users who use Licensed Data and Products 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.
Latency	the difference between the time reference attached by EUMETSAT to Meteosat Data or Product and its availability for user access under a given service.
Licensed Data and Products	as defined in paragraph 1.2

Term	Definition
Service Provider	the Licensee, who acquires Licensed Data and Products in order to supply Value Added Services under specific conditions to third parties who are clearly identified and known to the Service Provider.
Subsidiary(-ies)	any subsidiary of the Licensee that is directly controlled by the Licensee by means of the Licensee holding the majority of the voting rights (50% plus one vote), as listed in Annex I.
Third Party(-ies)	any entity that is not listed in Annex I and/or, in the specific case of the Licensee being a Service Provider, any customer service provider of the Licensee that does not have an appropriate licence with EUMETSAT.
Value Added Services (VAS)	all meteorological services that are derived from Meteosat Data or products, specifically conceived for the needs of users and made available under specific licence conditions.
Without Charge	at no more than the cost of reproduction and delivery (including the cost of distribution media, documentation, software licences, transmission and direct labour cost), but without charge for the data and products themselves.

3 EXCLUSIONS

- 3.1 The Licensee shall not use the Licensed Data and Products or Decryption Equipment in a manner that contradicts the terms of this licence.
- 3.2 Unless explicitly authorised in specific provisions of this licence or by separate written agreement with EUMETSAT, the Licensee is prohibited from:
- redistributing, sub-licensing or performing any other act of granting Third Parties access to the original numerical data of the Licensed Data and Products. For the avoidance of doubt, such acts fall outside the scope of “any purpose of use” as referred to in paragraphs 1.2(ii) and (iii) above.

However, as a **Service Provider/Broadcaster**, the Licensee is authorised to redistribute the original numerical data of the Licensed Data and Products to its Subsidiaries listed in Annex I. Furthermore, a **Service Provider** is also authorised to redistribute the original numerical data of the Licensed Data and Products to its customer service providers that have the appropriate licence with EUMETSAT.

- transferring, passing on or making available the Decryption Equipment in any way to any Third Party;
- receiving any raw data.

4 ACCESS AND RECEPTION

- 4.1 The Licensee shall have access to the Licensed Data and Products once EUMETSAT receives this licence duly countersigned by the Licensee.
- 4.2 Where relevant, EUMETSAT shall provide the Licensee with the necessary Decryption Equipment. EUMETSAT shall activate the Decryption Equipment for reception of the Licensed Data and Products and keep it activated for the duration of this licence.
- 4.3 EUMETSAT shall not be liable for the cost of procuring the necessary receiving equipment to access, receive and/or use the Licensed Data and Products.
- 4.4 Decryption Equipment may be provided by EUMETSAT Without Charge. The Licensee may be required to reimburse EUMETSAT for the cost of providing it and, if applicable, its Subsidiaries, with more than one of the Decryption Equipment, at the discretion of the EUMETSAT Director-General.
- 4.5 EUMETSAT may limit the number of Decryption Equipment provided to the Licensee and, if applicable, its Subsidiaries to avoid an unmanageable load and a consequential degraded level of service.

5 LICENCE FEE AND PAYMENT

- 5.1 Access to and use of Recommended Meteosat Data with a Latency of more than or equal to one hour and Recommended Metop Data and Products is granted Without Charge.
- 5.2 Access to and use of Recommended Meteosat Data with a Latency of less than one hour is subject to the annual licence fee defined on page 1 of this licence.
- 5.3 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 EUMETSAT holds and retains the full ownership and intellectual property rights to all Licensed Data and Products.
- 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 The intellectual property rights to products generated by the Licensee using the Licensed Data and Products within the scope of authorised use under this licence shall be considered owned by the Licensee.

- 6.5 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 attribution to EUMETSAT, adapted as appropriate:
- i. “[Contains modified] EUMETSAT [Meteosat/Metop] [data/product] [Year of publication or distribution]”; or
 - ii. “This service is based on EUMETSAT [Meteosat/Metop] [data/product] [Year of publication or distribution].”

7 LIABILITY

- 7.1 Nothing in this licence shall be deemed to be any representation or warranty on the part of EUMETSAT in respect of the accuracy, completeness, properties, quality, or fitness for use or purpose of any of the Licensed Data and Products or of any Decryption Equipment required to access, receive and/or use any Licensed Data and Products. All Recommended Data and Products as well as Decryption Equipment are provided on an “as is” basis.
- 7.2 EUMETSAT shall bear no responsibility or liability for any consequences, whether direct or indirect, arising from:
- i. any use of the Licensed Data and Products and/or of the Decryption Equipment;
 - ii. any adaptations to any other equipment or software used by the Licensee or for the interface between such adaptations and the Decryption Equipment;
 - iii. any products or Value Added Services generated by the Licensee based on the Licensed Data and Products.
- 7.3 The Licensee shall hold EUMETSAT harmless from any claims arising under paragraph 7.2.
- 7.4 If the Recommended Meteosat Data with a Latency of less than 1 hour should be unavailable for a continuous period exceeding 48 hours, the licence fee specified on page 1 of this licence shall be reduced pro rata for the period of unavailability. There shall be no reduction in fees for interruptions of 48 hours or less. EUMETSAT shall have no further liability in case of deterioration, reduction or discontinuation of the provision of said Recommended Meteosat Data.
- 7.5 EUMETSAT shall have no liability in case of deterioration, reduction or discontinuation of the provision of the Recommended Meteosat Data with a Latency of more than or equal to one hour and of Recommended Metop Data and Products at any time for any reason.
- 7.6 The liability of either Party, however so arising out of or in connection with this licence under any cause of action shall not exceed the licence fee defined on page 1 of this licence.
- 7.7 Neither Party shall be liable for failure to fulfil this licence due to circumstances outside of their control that could not have been foreseen at the time of entering into this licence and which could not be reasonably avoided or overcome by the Parties. For the avoidance of doubt, delay or corruption of the Licensed Data and Products due to transfer over the Internet shall be considered to fall within the scope of this force majeure clause.

- 7.8 The Licensee shall be responsible for ensuring that its employees and Subsidiaries use the Licensed Data and Products in accordance with the terms of this licence.

8 ARBITRATION

- 8.1 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.
- 8.2 The arbitration shall be held in Darmstadt, Germany.
- 8.3 The number of arbitrators shall be three.
- 8.4 The appointing authority shall be the International Chamber of Commerce, Paris, France.
- 8.5 The language to be used in the arbitral proceedings shall be English.
- 8.6 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.

9 FINAL PROVISIONS

- 9.1 The Licensee shall not assign this licence in whole or in part to a third party without EUMETSAT's prior written consent.
- 9.2 Nothing in this licence constitutes or may be construed as permission to assert or imply that the Licensee and its use of the Licensed Data and Products is connected with, sponsored by or granted official status by EUMETSAT.
- 9.3 If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this licence, that failure or delay shall not affect its right to enforce that obligation or constitute a waiver of that right. Unless expressly stated to the contrary, any waiver of any provision of this licence shall not constitute a waiver of that provision on a future occasion.

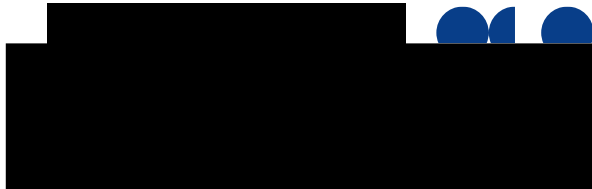
10 TERMINATION

- 10.1 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.
- 10.2 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.

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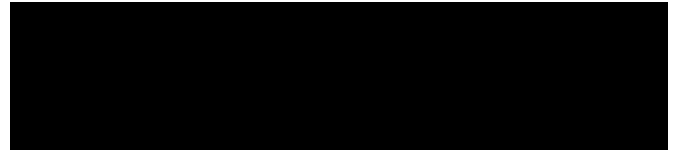
On.....

For the Licensee



Director

For EUMETSAT



Head of Legal Affairs

Annex I

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

None.