

United States Government Public Release End User License Agreement

This Public Release End User License Agreement (EULA) hereafter referred to as “this Agreement” is an agreement between the United States Government (USG) (Licensee) and the Contractor (Licensor). The EULA is incorporated into Licensor’s contract (“the Contract”) and is legally binding on the parties.

1. The following definitions apply to this Agreement: 1.a “Licensed Material” means the imagery data, metadata, and products provided by Licensor that are delivered or otherwise made available for Licensee’s use as set forth in the Agreement. This term strictly applies to the forms, formats, and other supporting data as received by Licensee.

1.b “Licensed User” means an authorized recipient and end user of Licensed Material according to Section 3 of this Agreement.

1.c “Value-Added Product” means a work that is created when a Licensed User modifies Licensed Material—through technical manipulation, addition of data, or both—where the principal features and characteristics of the source Licensed Material are retained in the work and are extractable through technical means. Value-Added Products created from Licensed Material received under this agreement will be considered as Licensed Material.

1.d “Derived Product” means a work that is created when a Licensed User exploits Licensed Material in a manner that irreversibly modifies and uncouples the work from its source, such that extraction of the principal features and characteristics of the source Licensed Material is impracticable. This includes but is not limited to Digital Elevation Models. Derived Products are not considered Licensed Material.

1.e “Share” or “Sharing” means the transfer of Licensed Material to a Licensed User.

1.f “Third-Party” means any organization or party that is not listed as a Licensed User in Section 3 of this agreement.

2. Per this Agreement, the Licensor grants the USG a perpetual, non-exclusive, non-transferable, irrevocable, worldwide license to the Licensed Materials as set forth below:

2.a License purchased rights for Licensed Materials are in perpetuity.

2.b Licensed Users may generate and share unlimited hardcopies and softcopies of the Licensed Materials purchased under Section 3.

2.c Licensed Users may generate unlimited Value-Added Products from Licensed Materials and share such products as described in Section 3.

2.d Licensed Users may generate unlimited Derived Products from the Licensed Materials and share without restriction.

2.e Licensee and Licensed Users shall preserve Licensor’s copyright markings and copyright metadata in Value-Added Products.

2.f Copyright markings shall be included on all Derived Products as appropriate.

3. Per this Agreement, Licensor grants the Licensee the following Public Release license for the purchase of products which allows for unlimited sharing to Licensed Users as described herein:

3.a Licensee is granted unlimited rights to the Licensed Materials to permit full public dissemination by Licensed Users without restriction unless stated herein.

- 3.b Licensed Material that is publicly released does not become public domain or otherwise convey to the public any right to the Licensed Material beyond what is provided for by fair use and other copyright limitations.

- 4. Per this Agreement, Licensor grants the Licensee the rights to share Licensed Materials publicly with no restrictions.

- 5. Limited Warranty:
 - 5.a The Contractor disclaims all other warranties of any kind, whether express or implied, relating to the product, including: (a) any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement; and (b) any warranty arising out of course of dealing, usage, or trade. The Contractor does not warrant that the product will be uninterrupted, or free of errors. Upon notification, corrective action will be taken in accordance with the contract or purchase order the USG will notify the licensor in writing within twenty-one (21) days after the date of delivery if the product does not conform to the stated specifications.

 - 5.b The USG will notify the Licensor in writing within twenty-one (21) days after the date of delivery if the product does not conform to the stated specifications.

- 6. Liability:
 - 6.a To the fullest extent permitted by law, in no event will the Licensor or its affiliates be liable to the USG or any party identified in Section 3 for any indirect, incidental, special, consequential, or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to their use of the product whether based on warranty, contract, tort (including negligence), statute, or any other legal theory.

 - 6.b This Agreement shall not impair the USG's right to recover for fraud or other crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this Agreement shall not impair nor prejudice the USG's right to express remedies provided in an existing government contract.

- 7. Any provisions of this Agreement that conflict with USG regulations are hereby superseded by the USG regulations to the extent required by applicable law. If there are any inconsistencies in this Agreement, the contract terms and conditions and Statement of Work shall take precedence.

- 8. The Program Office is granted authority to unilaterally uplift (as defined in the SOW within the Limitations of Funds Clauses) Licensed Material upon request from a Licensed User.

- 9. The Licensee may not assign or transfer this Agreement, or USG rights under this Agreement, outside the scope of this Agreement, in whole or in part, by operation of law or otherwise, without the Licensor's prior written consent.

- 10. Questions or concerns regarding this Agreement or the Licensed Material described under this Agreement should be directed to the {Appropriate Acquisition Office}