

EOX Commercial Attribution-RestrictedUse 1.1 License

EOX IT Services GmbH (the "Licensor") provides its proprietary products to its customers on the terms and conditions set forth herein. By ordering the selected product (the "Licensed Material") from the Licensor, You accept and agree to be bound by the terms and conditions of this EOX Content Attribution-Commercial 1.1 License ("License").

Section 1 - Definitions

- a. **Adapted Material** means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor.
- b. **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this License, the rights specified in [Section 2\(b\)\(1\)-\(2\)](#) are not Copyright and Similar Rights.
- c. **Direct Redistribution** means resale, redistribution or otherwise making available the Licensed Material, or any part thereof, *as-is* (*i.e.* without integration into Your Product) or in a way with similar economic effect (*i.e.* any exploitation with the aim or effect of substituting the Licensor's products on the market).
- d. **Effective Technological Measures** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- e. **Licensed Material** means the Licensor's product or products ordered by You.
- f. **Licensed Rights** means the rights granted to You subject to the terms and conditions of this License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.
- g. **Licensor** means EOX IT Services GmbH granting rights under this License.
- h. **Commercial** means primarily intended for or directed towards commercial advantage or monetary compensation.
- i. **Use** means to integrate or utilize Licensed Material within or in association with Your specific service or product having a materially different purpose and/or functionality than the Licensed Material ("Your Product"). Use includes the distribution or making available of Your Product to Your customers. Examples are Your website or app integrating the Licensed Material (e.g. an interactive online map integrated into Your website or app to be used by Your customers/users) or Your software package integrating the Licensed Material (e.g. a standalone software like a GIS, an app, or a web server which is shipped by You for installation on hardware of Your customers/users or which is pre-installed on hardware that is shipped by You to Your customers/users). For the avoidance of doubt, Use does not include the Direct Redistribution of Licensed Material - neither for sale nor for free.
- j. **Sui Generis Database Rights** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.
- k. **You** means the individual or entity ordering the Licensed Material and exercising the Licensed Rights under this License. **Your** has a corresponding meaning.

Section 2 - Scope

a. License grant.

1. In consideration of the agreed license fee and subject to the terms and conditions of this License, the Licensor grants You a worldwide, non-transferable, non-exclusive license, solely for Your own business purposes, to exercise the Licensed Rights in the Licensed Material to:

A. reproduce and Use the Licensed Material, in whole or in part; and

B. produce, reproduce, and Use Adapted Material.

2. *Sub-Licensing.* Any sub-licensing of the Licensed Rights shall be strictly limited in scope to the intended use of Your Product by Your customers and subject to the following conditions:

A. all sublicenses shall be granted in writing and, to the extent feasible, bind the sublicensee to the same terms and conditions of this License as if the sublicensee was a signatory to this License. In particular, the sublicensee shall be bound by the license conditions pursuant to [Section 3](#) of this License;

B. notwithstanding [Section 2\(a\)\(2\)\(A\)](#) above, without the Licensor's prior written consent You shall not grant the sublicensee the right to grant (further) sublicenses;

C. Upon Licensor's request You shall submit a copy of the respective sublicensing agreements to Licensor.

In no event will any sublicense relieve either party of any of its contractual obligations. You shall indemnify, defend and hold harmless the Licensor from and against any and all claims, losses, damages, costs and expenses arising out of or related to the failure of any sublicensee to perform all of its obligations under a sublicense agreement, or the misuse of the Licensed Material or Adapted Material by any sublicensee in breach of the applicable terms and conditions of this License or applicable law.

3. *Use of Adapted Material.* For the avoidance of doubt, the use and exploitation of Adapted Material is subject to the same terms and conditions under this License as Licensed Material. In particular, this includes the license conditions pursuant in [Section 3](#) of this License.

4. *Compensation.* In consideration of the rights granted to You under this License, You agree to pay the Licensor the license fee in accordance with Licensor's price list in effect at the time Your order is received.

5. *Term.* The term of this License is specified in [Section 5\(a\)](#).

6. *Media and formats; technical modifications allowed.* The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this License, simply making modifications authorized by this [Section 2\(a\)\(6\)](#) never produces Adapted Material.

7. *No endorsement.* Nothing in this License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in [Section 3\(a\)\(1\)\(A\)\(i\)](#).

b. Other rights.

1. Moral rights, such as the right of integrity, are not licensed under this License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
2. Patent and trademark rights are not licensed under this License.
3. The Licensor reserves all other rights.

Section 3 - License Conditions

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

a. Attribution.

1. If You Use the Licensed Material (including in modified form), You must:
 - A. retain the following if it is supplied by the Licensor with the Licensed Material:
 - i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
 - ii. a copyright notice;
 - B. indicate if You modified the Licensed Material and retain an indication of any previous modifications.
2. You may satisfy the conditions in [Section 3\(a\)\(1\)](#) in any reasonable manner based on the medium, means, and context in which You Use the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.
3. If requested by the Licensor, You must remove any of the information required by [Section 3\(a\)\(1\)\(A\)](#) to the extent reasonably practicable.
4. An example of a required attribution, including the respective links, is: "Sentinel-2 cloudless - <https://s2maps.eu> by [EOX IT Services GmbH](#) (Contains modified Copernicus Sentinel data 2017 & 2018)".

b. Restricted Use.

1. The Direct Redistribution of Licensed Material is prohibited – both for sale and for free.
2. Any exploitation, whether by You or Your customers, of the Licensed Material shall be strictly limited in scope to the intended use of Your Product. Unless strictly necessary for that purpose, reverse engineering, decoding, decompiling or disassembling of the Licensed Material, or otherwise extracting the Licensed Material from Your Product, is prohibited.
3. For the avoidance of doubt, if You are an entity, Use is restricted to exactly this entity. In other words, if the Licensed Material is Used in a service or product published under Your name You need Your own license.
4. You agree to inform the users of Your services and products about this restricted use and shall report any evidence of violation, including such of third parties, to the Licensor in writing without undue delay.

c. Licensor's Proprietary Rights and Confidentiality

1. You acknowledge and agree that the Copyright and Similar Rights, patents, trade secrets, and all other intellectual property rights of whatever nature in, or related to, the Licensed Material (hereinafter "Licensor's Proprietary Rights") are and shall remain the property of Licensor, and

nothing in this License shall be construed as transferring any aspects of the Licensor's ownership, title or rights to You or any third party.

2. You agree that nothing in this License shall give You or any third party any right, title, or interest in the Licensor's Proprietary Rights other than Your right to Use the same in accordance with this License.
3. You acknowledge and agree that the Licensed Material contains confidential and proprietary information of the Licensor. You agree to keep the Licensed Material strictly confidential and not to disclose any information related to the Licensed Material to any third party, unless such disclosure is absolutely necessary for the Use of the Licensed Material as expressly permitted by this License.

Section 4 - Disclaimer of Warranties and Limitation of Liability

- a. **Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. To the extent disclaimers of warranties are not allowed under applicable law in full or in part, this disclaimer may not apply to You.**
- b. **To the extent possible, but with the exception of intentional damages, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this License or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. To the extent a limitation of liability is not allowed under applicable law in full or in part, this limitation may not apply to You.**
- c. The Licensor and You agree that the disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.
- d. You shall release the Licensor from any liability in connection with Your use of the Licensed Material and indemnify and hold harmless the Licensor from and against any claims. Any costs incurred by the Licensor for necessary legal action or defense in this regard shall be reimbursed by You.
- e. You agree to inform the Licensor immediately about any actual or imminent infringement of or damage to the Licensed Material. If the Licensor shall decide to resort to legal action to avert such infringement or damage, You agree to make every effort to assist the Licensor upon request. Without the Licensor's prior explicit written consent, You shall not initiate any legal action in this regard.

Section 5 - Term and Termination

- a. This License will take effect upon the date of delivery of the Licensed Material by the Licensor to You and applies for the term of the Copyright and Similar Rights licensed here. However, the Licensor may terminate this License with immediate effect upon giving written notice if You:
 1. commit a material breach of this License which is incapable of remedy; or
 2. commit a material breach of this License which is capable of remedy but You fail to remedy that breach within 30 calendar days of being notified of the breach.
- b. In any case, the Licensor has the right to immediate termination in case of a violation of the provisions in Sections 3(b) and 3(c) of this License.

- c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this License.
- d. Sections 1, 3(c), 4, 5, 6, and 7 survive termination of this License.

Section 6 - Effects of Termination

- a. Upon the termination of this License, all rights herein granted to You shall end and revert to the Licensor.
- b. You shall cease all use of the Licensed Material and immediately return all documents and other items provided by the Licensor at Your expense. This shall also apply to any copies as well as (partial) reproductions of the content on data carriers in any form and distribution in new electronic media such as the Internet. In case it is not possible to return such reproductions, You shall destroy them and furnish proof of such destruction to the Licensor.
- c. Without prejudice to any other remedy for breach of this License, within 30 business days following the termination of this License for any reason, You shall pay to Licensor all unpaid fees that relate to the Licensed Material on or prior to the effective date of termination.

Section 7 - Miscellaneous

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed in writing.
- b. For the avoidance of doubt, this License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this License.
- c. To the extent possible, if any provision of this License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this License without affecting the enforceability of the remaining terms and conditions and replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.
- d. No term or condition of this License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.
- e. Nothing in this License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.
- f. Neither this License nor any rights or obligations hereunder shall be transferred, assigned, delegated, pledged or otherwise encumbered by You without the prior consent of the Licensor.
- g. This License shall be governed by and construed in accordance with the laws of Austria, excluding its international private law provisions governing conflicts and the UN Convention on Contracts for the International Sale of Goods. All disputes in connection with any matters arising out of this License shall be finally decided by the competent courts of the Inner City of Vienna, Austria. The Licensor remains free to sue the Licensee at any other competent court worldwide.