



RADARSAT-1

End-User Licence Agreement

"Licence Conditions Covering RADARSAT Data and Data Products supplied by Geoscience Australia"

Sale to the Purchaser

The Licensed Data and/or the Licensed Data Products are sold to you ("The Purchaser") by Geoscience Australia (GA), Department of Resources, Energy and Tourism subject to these Licence Conditions.

The Licence Conditions constitute the whole agreement between the Commonwealth of Australia (represented by GA) and you, the Purchaser, with respect to the licensing, of the Data or Data Products, and supersede any prior negotiations, agreement or understanding in relation to such licensing. No variation of the Licence Conditions shall be of any force or effect unless it is in writing signed by both parties.

Definitions

In these Conditions, unless the contrary intention appears:

- "Commonwealth" means the Commonwealth of Australia as represented by GA.
- "Data" means signals transmitted by the RADARSAT Satellite(s) which have been converted into a digital form.
- "Data Products" means products created by processing Data.
- "Distributor" means Geoscience Australia (GA).
- "Licensed Data" means the particular satellite Data the subject of the agreement incorporating these Conditions.
- "Licensed Data Products" means the particular Data Products the subject of the agreement incorporating these Conditions.
- "Satellite Operator" means, in the case of RADARSAT Data, the Canadian Space Agency ("CSA") and its executive worldwide distributor, MacDonald, Dettwiler & Associates Ltd ("MDA"), a Canadian company having its head office in Richmond, BC, Canada.

Warranty

If the Licensed Data or the Licensed Data Product is found significantly defective and is returned to the Commonwealth with proof of purchase, specifying details of the defect, within thirty days of delivery to the Purchaser, the Commonwealth may either:

- a. replace the Licensed Data or the Licensed Data Product, or
- b. refund the price paid by the Purchaser for the Licensed Data or the Licensed Data Product.

Liability under Statute

No conditions or warranties, either expressed or implied, are given or offered for the Licensed Data or the Licensed Data Products except as follows, or as otherwise set out in these Licence Conditions. Where any statute implies into this agreement any condition or warranty, and that statute prohibits provisions excluding or modifying the application or exercise of, or liability under, such condition or warranty, such condition or warranty shall be deemed to be included in this agreement but the Commonwealth's liability for any breach of such condition or warranty shall be limited, at its option, to any one or more of the following:

Geoscience Australia, Department of Resources Energy and Tourism
Jerrabomberra & Hindmarsh Dr, Symonston ACT 2609
GPO Box 378, Canberra ACT 2601
Tel (02) 6249 9779 Fax (02) 6249 9938 Email earth.observation@ga.gov.au

- i. the replacement of the goods or the supply of equivalent goods/services (as the case may be);
- ii. the repair of such goods;
- iii. the payment of the cost of replacing the goods or of acquiring equivalent goods/services (as the case may be).

Applicable Law

These Licence Conditions shall be construed in accordance with the law of the Australian Capital Territory and the parties submit to the jurisdiction of courts of that Territory.

Licence for RADARSAT Data and Data Products

Where the agreement incorporating these Conditions involves the purchase of RADARSAT Data or Data Products, the following Licence Conditions shall apply in respect of those items.

The Purchaser shall comply with the terms of the attached MACDONALD, DETTWILER & ASSOCIATES LTD ("MDA") LICENCE AGREEMENT. Except to the extent permitted by that licence agreement, the Purchaser only acquires the RADARSAT Data or Data Products for its own use and not for resale or redistribution directly to or to the prime contractor or sub-contractors of any other tier for delivery in any other format including Value-Added products to any branch, agency, office or subdivision of the Government of the United States worldwide.

The Purchaser acknowledges that the Data and Data Products are special, unique and valuable products in which the copyright and other applicable intellectual property rights vest in the Canadian Space Agency.

The Commonwealth does not warrant the suitability of the Data or the Data Products for any purpose. The Purchaser releases the Commonwealth, MacDonald, Dettwiler & Associates Ltd, and the Canadian Space Agency ("the Providers") from any and all liability for loss, damage or injury which may be suffered by it arising from use of the Data or Data Products, or the negligent provision of the Data and Data Products by the Providers, and the Purchaser indemnifies the Commonwealth, MacDonald, Dettwiler & Associates Ltd ("MDA"), and the Canadian Space Agency in respect of any liability for loss, damage or injury which may be suffered by any person arising from use of the Data or Data Products, or negligent provision of the Data or Data Products by the Providers.

**MACDONALD, DETTWILER & ASSOCIATES LTD ("MDA") LICENCE AGREEMENT
IMPORTANT - READ CAREFULLY AS ON OPENING THE RADARSAT DATA PACKAGE
YOU ARE BOUND BY THESE CONDITIONS**

This document is a legal agreement between you, the CANADIAN SPACE AGENCY ("CSA") as Owner of the data and MACDONALD, DETTWILER & ASSOCIATES LTD ("MDA") as Master Licensee from CSA of the data. Opening the RADARSAT data package makes you the end user (the "Licensee") of the data contained therein and indicates your acceptance of the terms and conditions in the Licence agreement and limited warranty (collectively the "License"). If you do not agree with the terms and conditions, you should return the RADARSAT data package and all other items which are part of the product to Geoscience Australia, Earth Observation as described in the warranty clause above. Opening the RADARSAT data package, the Licensee acknowledges that it has read this License, understands it, and agrees to be bound by its terms and conditions. The Licensee also agrees that this Licence is the complete and exclusive agreement between the parties and supersedes all proposals or prior agreements, oral or written, any other communications between the parties relating to the subject matter herein. This Licence cannot be modified or rescinded, nor may any of its terms be cancelled or waived.

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Force Majeure

The Commonwealth shall be under no liability whatsoever to the Purchaser for any failure to deliver the Data or any delay in delivery of the Data by reason of any event outside the reasonable control of the Commonwealth including but not limited to the expiry of agreements with satellite owners or the failure for any reason to conclude agreements or memoranda of understanding with satellite owners.