



## NGA-NASA Commercial Very-High Resolution Satellite Data Use Agreement

This Agreement is entered into on \_\_\_\_\_ by \_\_\_\_\_  
(date) (name)

with the understanding that the commercial very-high resolution satellite data provided by NASA for use in the NASA-funded project identified below falls within the National Geospatial- Intelligence Agency's Nextview License Agreement. By signing this agreement you agree to adhere to the terms of the license and conditions below.

### Data use guidance:

1. The data covered under the Nextview License are data that have been collected by Digital Globe and/or GeoEye under the EnhancedView contract and its predecessors (Clearview and Nextview) by the National Geospatial--Intelligence Agency.
2. The Nextview Licensed imagery acquired and used under this agreement will be used only for the project identified below. Use outside this stated purpose may result in loss of access to the data and/or legal recourse on the part of the Copyright holder of the data.
3. The raw data will not be made available to the public, will not be placed on publically available web sites, and the best reasonable efforts will be made to ensure that all data are not released or distributed outside the scope of the NASA-funded project identified below.
4. Reduced-resolution jpeg images can be published in academic and professional media. However, published commercial very-high resolution satellite data cannot be manipulatable in any manner (i.e, they must be so-called "dumb jpegs").
5. There can be no commercial use or gain from either use of the commercial very-high resolution satellite data provided or from publications describing these data.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
NASA Project Name



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## Applicant Information:

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Date

Name of Applicant's Organization: \_\_\_\_\_

\_\_\_\_\_  
NASA Grant# (If Applicable)

\_\_\_\_\_  
NASA Grant# End Date (If Applicable)

Have you reviewed the Nextview License (page 3 of this document)? [ ] yes

Have you reviewed "Proper Use of NextView Licensed DigitalGlobe Imagery.pdf" found on [http://above.nasa.gov/Documents/Use\\_of\\_NextView\\_Licensed\\_Imagery.pdf](http://above.nasa.gov/Documents/Use_of_NextView_Licensed_Imagery.pdf)? [ ] yes

Describe how NGA imagery will be exclusively used to support ABoVE research project(s), with a direct benefit to NASA.

Select geographic zone(s) needed for ABoVE research areas only:

- |                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/> Africa     | <input type="checkbox"/> North America Lower<br>(Mexico, Caribbean, and<br>Bermuda) | <input type="checkbox"/> U.S. CONUS  |
| <input type="checkbox"/> Antarctica | <input type="checkbox"/> North America Upper<br>(Canada and Greenland)              | <input type="checkbox"/> U.S. Hawaii   |
| <input type="checkbox"/> Asia       | <input type="checkbox"/> U.S. Alaska  | <input type="checkbox"/> Oceania (for all outlying<br>islands that are not part<br>of any other continent) |
| <input type="checkbox"/> Australia  |   | <input type="checkbox"/> South America   |
| <input type="checkbox"/> Europe     |   |  |

Do you intend to copy any of the DigitalGlobe data out of the ABoVE Science Cloud? [ ] yes [ ] no

If yes, provide a brief justification of why these data need to be copied out, including where you will copy the data to and what your intended use of the copied-out data will be.

### For Internal Use Only

**Authorized Civil Servant granting permission to access NGA data:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## NEXTVIEW IMAGERY END USER LICENSE AGREEMENT

1. Introduction. This End User License Agreement ("EULA") is between DigitalGlobe, Inc., a Delaware Corporation ("DigitalGlobe" or "Seller") and National Geospatial- Intelligence Agency ("NGA"), the purchaser of this EULA, which governs the use of the data products or documentation ("Products") accompanying this EULA in accordance with Contract NMA 301-03-3-0001 (the "Contract").
2. Applicability. This license applies to imagery and products licensed under the Contract, including data downlinked to domestic and foreign ground stations.
3. License Granted and Permitted Uses.
  - a. General Terms
    1. This clause applies to all unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data licensed under this Contract. No other clauses related to intellectual property or data rights of any sort shall have any effect related to the unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data delivered under this Contract.
    2. All license rights for use of the unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data provided to the U.S. Government purchased under this NGA contract are in perpetuity.
    3. Licensed users may generate an unlimited number of hardcopies and softcopies of the unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery- derived products and imagery support data for their use.
    4. (i) Licensed users may generate any derived product from the licensed unprocessed sensor data; and requirements-compliant processed imagery, imagery services, imagery- derived products and imagery support data. (ii) Unprocessed sensor data and requirements- compliant processed imagery, imagery services, imagery- derived products and imagery support data licensed under this NGA contract have no restrictions on use and distribution, but shall contain the copyright markings.
  - b. Licensed Users
    1. The imagery may be used by the U.S. Government (including, all branches, departments, agencies, and offices).
    2. The U.S. Government may provide the imagery to the following organizations: State Governments Local Governments Foreign Governments and inter-governmental organizations NGO's and other non- profit organization
    3. In consideration for the flexibility afforded to the U.S. Government by allowing unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data to be shared, the United States Government shall use its reasonable best efforts to minimize the effects on commercial sales. Acquisition and dissemination of imagery and imagery products collected within the United States shall be restricted in accordance with law and regulation.

DigitalGlobe, Inc.  
NextView EULA\_5749 Rev1.0  
08/10/05