

# LICENCE TO USE AVISO+ PRODUCTS



Issue 11 – April 2017

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING AVISO+ PRODUCTS

This Licence Agreement is a **legal agreement** between the Licensee, the CNES and CTOH and sets out the terms for use of AVISO+ Products which will apply to the Licensee. Use of AVISO+ Products means that the Licensee agrees to abide by all of the terms and conditions in this Licence.

## Introduction

- i. CNES operates a multi-satellite altimetric ground segment called SSALTO (Segment Sol ALTimétrie et Orbitographie) which provides level 2 geophysical altimetry products. SSALTO provides also level 3 along track products and level 4 gridded products via SSALTO/DUACS system, as well as auxiliary products used in the frame of the processing of the Level 2 products.
- ii. All the products elaborated by SSALTO and SSALTO/DUACS are available to Users via the AVISO+ system in charge of products access and dissemination.
- iii. The CTOH (Centre de Topographie des Océans et de l'Hydrosphère) is a French National Observation Service, supported by INSU (Institut National des Sciences de l'Univers), the CNRS (Centre National de la Recherche Scientifique), the CNES (Centre National d'Etudes Spatiales), UPS (Université Paul Sabatier) and IRD (Institut de Recherche pour le Développement). Its role is to assist scientific users and the different space agencies in the development of new altimetric applications.
- iv. In the frame of the Copernicus Marine Environment Monitoring Service (CMEMS) development, several historical SSALTO/DUACS products are now disseminated by CMEMS as primary provider. Nevertheless, in order to help SSALTO/DUACS users during the migration period, AVISO+ is authorized, by signing the CMEMS "Service commitments and licence", to redistribute CMEMS products to third parties.
- v. In the frame of the Sentinel-3 L2P/L3 Marine Altimetry Service (CNES/CLS consortium under an EUMETSAT Contract, funded by the European Union), AVISO+ is in charge of the dissemination of L2P products to users.
- vi. AVISO+ Products are listed in the AVISO+ Catalogue.

# 1. Interpretation and Definitions

**AVISO+ Catalogue** means the list of AVISO+ Products made available via the AVISO+ website to the Licensee at any given time;

**AVISO+ Product(s)** means those products created by SSALTO or SSALTO/DUACS or CTOH and made available for use via the AVISO+ catalogue; different types of products exist:

- Level 2: validated geophysical altimetry products. They are available in different formats depending of the satellite mission.
- Level 2P: value added geophysical altimetry products (homogenized content among altimeter missions with the same and best standard available).
- Level 3: along-track altimetry products as ADT (Absolute Dynamic Topography). They result from an optimal cross calibration of all in-flight altimetry satellites and are available in near real time and offline.
- Level 4: gridded products resulting from optimal analysis as mapped ADT.
- Auxiliary products: products developed for Level 2 processing, and used as correction of altimetry heights (heights and load effects from FES tide model, Dynamic Atmospheric Correction DAC) or as reference surfaces (Mean Dynamic Topography MDT, Mean Sea Surface MSS).
- Indicators, in-situ data.
  - CTOH demonstration products: These are non-operational altimetry products computed with new algorithms and techniques. By definition, the CTOH products list will evolve over time. Currently, CTOH products include along track coastal altimetry products, based on the CTOH/-X-TRACK data processing and Enhanced GDR-CTOH for Cryosat-2 and Envisat missions.

**Intellectual Property Rights:** intellectual property rights of all kinds regardless of the form or medium stored, including:

- all patents
- rights to inventions
- copyright and related rights
- moral rights
- trademarks and service marks
- trade names and domain names
- rights in get-up
- rights to goodwill or to sue for passing off or unfair competition
- rights in design
- rights in computer software
- database rights
- rights in confidential information (including know-how and trade secrets)
- any other rights in the nature of intellectual property rights.

in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world together with all rights of action in relation to the infringement of any of the above;

**Licence** means the terms and conditions of this Licence as amended from time to time;

**Licensor** means the owner of AVISO+ products;

**Licensee** means the individual or organization which, subject to the terms and conditions of this Licence, is permitted to use AVISO+ Products;

**Value Added Product** means a product which has been created by modifying an AVISO+ Product to a higher processing level which retains the original source image data and pixel structure;

**Derivative Work** means any product and/or information which has been derived, developed and irreversibly modified from AVISO+ Product(s) or Value Added Product(s) and does not retain the original pixel structure of a AVISO+ Product;

**Commercial Use** means any development of Value Added Products, Derivative work or services based on AVISO+ products which will contribute to a sale, a licence or any other commercial activity.

## 2. Licence duration

The License comes into effect from the download of the Product, by the licensee. It is granted for a period of 5 (five) years.

## 3. Standard licence permission relative to the following products

- Level 2 products:
  - Along-track Sea Surface Height Anomalies (OGDR-SSHA, IGDR-SSHA, GDR-SSHA)
  - Along-track Geophysical products (OGDR, IGDR and GDR)
  - Along-track Enhanced Geophysical products (Enhanced-GDR)
  - Along-track Coastal and Hydrology products (PISTACH)
  - Along-track Expertise products (PEACHI)
  - Along-track Sensor products (Waveforms and SGDR)
  - Monomission wind and wave data (Wind/Wave and OSDR)
- Level 3 products:
  - Regional Mozambique Along-track Sea Level Anomalies (NRT SLA-H)
  - Delayed Time monomission along-track corrected Sea Surface Height (DT-CorSSH)
  - Along-track Jason-2 Coastal products, few areas (DT-SLA)
- Level L4 products:
  - Regional Mozambique gridded Sea Level Anomalies (NRT MSLA-H)
  - Gridded monthly mean and climatology Sea Level anomalies (DT-Avg & Clim MSLA)
- Auxiliary products:
  - Mean Sea Surface (MSS)
  - Mean Dynamic Topography (MDT)
  - Heights and Load effects from ocean tide model (FES)
- Indicators:
  - Mean Sea Level (MSL)
- In-situ products:
  - Corsica tide-gauges data

Before using AVISO+ products, please refer to their associated applicable licence permissions. See the appendix table for more details.

The Licensee is hereby granted a worldwide, non-exclusive, royalty free licence, (subject to the terms and conditions of this agreement) to:

1. make and use such reasonable copies of AVISO+ Products for internal use and back up purposes;
2. modify, adapt, develop, create and distribute Value Added Products or Derivative Work from AVISO+ Products **for any purpose (scientific, operational, commercial, etc.)**.
3. Auxiliary products (MSS, MDT, FES heights and load effects) will be available to all users after a validation period of several months. Selected PIs involved in the validation process will access the products earlier.

#### 4. Restricted licence permission relative to the following products

Before using AVISO+ products, please refer to their associated applicable licence permissions. See the appendix table for more details.

- Level 2 products:
  - CTOH Along-track Enhanced Geophysical products (CTOH-Enhanced-GDR)
- Level 3 products:
  - Near Real Time monomission along-track corrected Sea Surface Height (NRT-CorSSH)
  - Regional along-track Coastal CTOH products (X-TRACK)
- Level 4 products:
  - Regional Mozambique absolute geostrophic velocities anomalies (NRT MSLA-UV)
  - Altimetry-derived maps of Lyapunov exponents and orientations (FSLE)
  - Gridded multimission Wind / Wave data (NRT-MWind / NRT-MSWH)
  - Eddy trajectories
- Auxiliary products:
  - Currents from ocean tide model (FES)
  - Dynamic Atmospheric Correction (DAC)

The Licensee is hereby granted a worldwide, non-exclusive, royalty free licence, (subject to the terms and conditions of this agreement) to:

1. make and use such reasonable copies of AVISO+ Products for internal use and back up purposes;
2. modify, adapt, develop, create and distribute Value Added Products or Derivative Work from AVISO+ Products for **non-commercial purposes ONLY**.
3. the Licensee makes a commitment to make no commercial use of restricted AVISO+ products. Commercial use is subject to separate agreement and licence as referred in section 15.

4. Auxiliary products (FES currents and DAC) will be available to scientific users after a validation period of several months. Selected PIs involved in the validation process will access the products earlier.

## 5. Licence permissions applicable to all products

5.1 The Licensee makes a commitment to not distribute any AVISO+ Product in its original form via any media.

5.2 The Licensees will ensure that original AVISO+ products - or value added products or derivative works developed from AVISO+ Products - including publications and pictures shall credit AVISO+ by explicitly making mention of the originator in the following manner:

1. "Generated using AVISO+/CTOH Products" in case of use of CTOH products and citing the bibliographic reference that corresponds to each product used.
2. "Generated using AVISO+ Products" for all other AVISO+ products.

5.3 The Licensee will and will procure that its staff, students, contractors and agents abide by the terms and conditions of this Licence.

5.4 The Licensee will and will procure that its staff, students, contractors, agents and customers maintain such records to document and trace use of AVISO+ Products. The Licensee will make such records available to the AVISO+ system upon reasonable notice being given. This requirement will be propagated in all descending licences.

## 6. Availability commitment

The level of operability of AVISO+ products depends on the type of product and the mission.

The core products of altimetric missions (typically level 2 geophysical data processed by CNES) are processed by operational ground segments, delivery delays mentioned on the AVISO+ website are defined as mission requirements and all human and material means are used to meet those requirements and avoid delivery delays.

Concerning AVISO+ level 3 and level 4 products processed by the multimission SSALTO/DUACS system, they are processed on operational systems and their delivery is considered as operational.

AVISO+ Auxiliary products, indicators and in-situ products are updated regularly on a reasonable-effort basis (except MSL considered as operational indicator).

For expertise and demonstration products such as PISTACH, PEACHI, X-TRACK, no operational commitment are defined. Mean delivery delays are indicated on the AVISO+ website but they are not a formal commitment from CNES and CTOH as the product processing is made on a reasonable-effort basis.

See the appendix table summarizing operational commitments for more details.

## 7. Intellectual Property Rights

7.1. All Intellectual Property Rights in AVISO+ Products belong, and will continue to belong, to CNES or CTOH.

This property is protected by the copyright under French Law and according to the terms of international conventions applicable. It is also protected by articles L 341-1 to 343-4 of the Industrial Property Code as modified by the French law dated July 1st, 1998, relating to the protection of databases and similar laws in European countries, which have transferred European directive No. 96/9, dated March 11, 1996, on the protection of databases, to their respective legislations.

7.2 All new Intellectual Property Rights created as a result of modifying or adapting AVISO+ Products will be owned by the Licensee.

## 8. Disclaimers

8.1 CNES AND CTOH DO NOT WARRANT THAT AVISO+ PRODUCTS WILL BE FREE FROM ERRORS OR OMISSIONS AND THAT SUCH ERRORS OR OMISSIONS CAN BE RECTIFIED, OR THAT THE LICENSEE WILL HAVE UNINTERRUPTED ACCESS TO AVISO+ PRODUCTS.

8.2 CNES AND CTOH EXCLUDE ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, and OBLIGATIONS WHETHER EXPRESS OR IMPLIED BY STATUTE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW.

## 9. Liabilities

Neither CNES, nor CTOH, nor any other party whatsoever having participated in the preparation of the AVISO+ Products, can be held responsible for any damage whatsoever, direct or indirect, physical or moral, resulting from use of the AVISO+ Products or from incapacity to use it, nor be charged to this effect.

## 10. Breach of this Licence

10.1 When CNES or CTOH consider that a breach of this Licence has occurred, it may at its discretion take such action as deemed appropriate. Failure to comply with the terms and conditions of the Licence Permissions constitutes a material breach of the terms of use for which the Licensee is permitted to use AVISO+ Products and may result in the AVISO+ system taking all or any of the following actions.

- Immediate, temporary or permanent withdrawal of the Licensee's right to use AVISO+ Products.
- Issue a warning to the Licensee.
- Legal proceedings against the Licensee for reimbursement of all costs on an indemnity basis (including but not limited to reasonable administrative and legal costs) resulting from the breach.

- Disclosure of such information to law enforcement authorities as CNES or CTOH feel is necessary or as required by law.

10.2 CNES and CTOH exclude their liability for all action it may take in response to breaches of this Licence. The actions described above are not limited, and CNES and CTOH may take any other action it deems appropriate. Moreover, in the case of violation of any of the above clauses, in particular those relating to commercial use and non-redistribution, the Licensee shall be excluded from access to AVISO+ products.

## 11. Governing Law

This Licence will be construed and enforced in accordance with French Law in conjunction with the International Chamber of Commerce (ICC). ICC's International Court of Arbitration will have exclusive jurisdiction to deal with any dispute that arises out of or in connection with this Licence.

## 12. Changes to this Licence

CNES and CTOH may revise this Licence at any time and will provide reasonable notice to the Licensee of any revision made. The latest version of this licence is available online at <http://www.aviso.altimetry.fr/en/data/data-access/registration-form.html>.

## 13. Licence specific to Sentinel-3 L2P products

In the frame of the Sentinel-3 L2P/L3 Marine Altimetry Service, AVISO+ is in charge of the dissemination of L2P products to users. Please find below the Legal notice on their use.

### Legal notice on the use of Copernicus Sentinel Data and Service Information

The access and use of Copernicus Sentinel Data and Service Information is regulated under EU law<sup>1</sup>. In particular, the law provides that users shall have a free, full and open access to Copernicus Sentinel Data<sup>2</sup> and Service Information without any express or implied warranty, including as regards quality and suitability for any purpose<sup>3</sup>.

EU law grants free access to Copernicus Sentinel Data and Service Information for the purpose of the following use in so far as it is lawful<sup>4</sup>:

- (a) reproduction;
- (b) distribution;
- (c) communication to the public;
- (d) adaptation, modification and combination with other data and information;
- (e) any combination of points (a) to (d).

EU law allows for specific limitations of access and use in the rare cases of security concerns, protection of third party rights or risk of service disruption.

<sup>1</sup> Regulation (EU) No 377/2014 and Commission Delegated Regulation (EU) No 1159/2013.

<sup>2</sup> In agreement with the Copernicus Sentinel Data Policy, ESA/PB-EO(2013)30, rev. 1.

<sup>3</sup> See in particular Art. 3 and 9 of Regulation 1159/2013.

<sup>4</sup> See in particular Art. 7 of Regulation 1159/2013

**By using Sentinel Data or Service Information the user acknowledges that these conditions are applicable to him/her and that the user renounces to any claims for damages against the European Union and the providers of the said Data and Information. The scope of this waiver encompasses any dispute, including contracts and torts claims, that might be filed in court, in arbitration or in any other form of dispute settlement.**

Where the user communicates to the public or distributes Copernicus Sentinel Data and Service Information, he/she shall inform the recipients of the source of that Data and Information by using the following notice<sup>5</sup>:

- (1) 'Copernicus Sentinel data [Year]' for Sentinel data; and/or
- (2) 'Copernicus Service information [Year]' for Copernicus Service Information.

Where the Copernicus Sentinel Data and Service Information have been adapted or modified, the user shall provide the following notice:

- (1) Contains modified Copernicus Sentinel data [Year]' for Sentinel data; and/or
- (2) 'Contains modified Copernicus Service information [Year]' for Copernicus Service Information.

The users' rights on their personal data are protected under European law<sup>6</sup>. Such data will only be used by the European Commission and the providers of the said Data and Information for providing services to the user and for statistical as well as evaluation purposes.

## **14. Point of contact**

For all information or documents exchanged during this contract, the point of contact is the AVISO+ User service: [aviso@altimetry.fr](mailto:aviso@altimetry.fr).

## **15. Terms and conditions for Commercial use of restricted licence products**

For restricted licence AVISO+ products, requests for Special Terms and Conditions, with specific licence for commercial use, can be addressed to the AVISO+ User service: [aviso@altimetry.fr](mailto:aviso@altimetry.fr)

<sup>5</sup> See in particular Art. 8 of Regulation 1159/2013

<sup>6</sup> Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; Regulation (EC) No 45/2001 (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.



| Products                                                                         | Mono/multi-mission | Applicable licence permission | Availability commitment |
|----------------------------------------------------------------------------------|--------------------|-------------------------------|-------------------------|
| <b>Level 2 products</b>                                                          |                    |                               |                         |
| Along-track Sea Surface Height Anomalies (OGDR-SSHA, IGDR-SSHA, GDR-SSHA)        | Monomission        | Standard licence              | Operational             |
| Along-track Geophysical products (IGDR and GDR)                                  | Monomission        | Standard licence              | Operational             |
| Along-track Enhanced Geophysical products (Enhanced-GDR)                         | Monomission        | Standard licence              | Reasonable-effort       |
| Along-track Coastal and Hydrology products (PISTACH)                             | Monomission        | Standard licence              | Reasonable-effort       |
| Along-track Expertise SARAL/AltiKa products (PEACHI)                             | Monomission        | Standard licence              | Reasonable-effort       |
| Along-track Sensor products (Waveforms and SGDR)                                 | Monomission        | Standard licence              | Operational             |
| Monomission wind and wave data (Wind/Wave and OSDR)                              | Monomission        | Standard licence              | Operational             |
| Sentinel-3 L2P Products                                                          | Monomission        | Specific licence (open)       | Operational             |
| <b>Level 3 products</b>                                                          |                    |                               |                         |
| Regional Mozambique Along-track Sea Level Anomalies (NRT SLA-H)                  | Monomission        | Standard licence              | Operational             |
| Delayed Time monomission along-track corrected Sea Surface Height (DT-CorSSH)    | Monomission        | Standard licence              | Reasonable-effort       |
| Along-track Jason-2 Coastal products, few areas (DT-SLA)                         | Monomission        | Standard licence              | Reasonable-effort       |
| Near Real Time monomission along-track corrected Sea Surface Height (NRT-CorSSH) | Monomission        | Restricted licence            | Reasonable-effort       |
| Regional along-track Coastal CTOH products (X-TRACK)                             | Monomission        | Restricted licence            | Reasonable-effort       |
| <b>Level 4 products</b>                                                          |                    |                               |                         |
| Gridded monthly mean and climatology Sea level anomalies (DT-Avg & Clim MSLA)    | Multimission       | Standard licence              | Operational             |
| Regional Mozambique gridded sea level anomalies (NRT MSLA-H)                     | Multimission       | Standard licence              | Operational             |
| Regional Mozambique absolute geostrophic velocities anomalies                    | Multimission       | Restricted licence            | Operational             |

|                                                                      |              |                           |                   |
|----------------------------------------------------------------------|--------------|---------------------------|-------------------|
| (NRT MSLA-UV)                                                        |              |                           |                   |
| Altimetry-derived maps of Lyapunov exponents and orientations (FSLE) | Multimission | <b>Restricted licence</b> | Operational       |
| Gridded multimission Wind / Wave data (NRT-MWind / NRT-MSWH)         | Multimission | <b>Restricted licence</b> | Operational       |
| Eddy trajectories                                                    | Multimission | <b>Restricted licence</b> | Reasonable-effort |
| <b>Auxiliary products</b>                                            |              |                           |                   |
| Mea Sea Surface (MSS)                                                | -            | <b>Standard licence</b>   | Reasonable-effort |
| Mean Dynamic Topography (MDT)                                        | -            | <b>Standard licence</b>   | Reasonable-effort |
| Dynamic Atmospheric Correction (DAC)                                 | -            | <b>Restricted licence</b> | Reasonable-effort |
| Heights and load from ocean tide model (FES)                         | -            | <b>Standard licence</b>   | Reasonable-effort |
| Currents from ocean tide model (FES)                                 | -            | <b>Restricted licence</b> | Reasonable-effort |
| <b>Indicators</b>                                                    |              |                           |                   |
| Mean Sea Level (MSL)                                                 | -            | <b>Standard licence</b>   | Operational       |
| <b>In-situ products</b>                                              |              |                           |                   |
| Corsica tide-gauges data                                             | -            | <b>Standard licence</b>   | Reasonable-effort |