

Terms of Use of MethaneSAT data on Google Earth Engine and/or Google Cloud Platform

Last updated: June 30, 2024

PLEASE READ THESE TERMS OF USE (“Agreement” or “Terms of Use”) CAREFULLY. By accessing and using certain data (the “Data”) from this programming and graphical user interface that is made available to you exclusively on Google Earth Engine and/or Google Cloud and which enables you to access certain aspects of the Data (the “Platform”), and which Platform consists of tools and services designed for searching, viewing, and downloading certain aspects of the Data, you agree to be bound by the terms and conditions of this Agreement. This Agreement is binding between you (sometimes referred to as “User,” “you,” or “your”) and MethaneSAT, LLC, a New York limited liability company and a wholly owned subsidiary of the Environmental Defense Fund, Inc., which is a New York not-for-profit organization (“MethaneSAT”) and all of its subsidiaries, affiliates and controlling entities including the Environmental Defense Fund, Inc. (collectively referred to as “MethaneSAT”, “us”, “our”, or “we”).

This Agreement has been prepared as a legally binding license agreement that conditions your use of the Data. **IMPORTANT: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.** Please carefully review [Section 13](#) of this Agreement for more information.

DO NOT DOWNLOAD OR OTHERWISE REVIEW OR RELY ON THE DATA IF YOU DO NOT AGREE TO THESE TERMS OF USE. BY USING OR OTHERWISE DOWNLOADING DATA YOU HEREBY UNEQUIVOCALLY AND EXPRESSLY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS OF USE.

In the event that you purport to be the agent of, represent, or otherwise act on behalf of an entity or any other person, references to “you,” “your” or “User” shall include such entity or person in addition to you, and your acceptance of this Agreement shall constitute acceptance on behalf of such entity or person.

1. REVISIONS TO THIS AGREEMENT

We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms of Use, including access to the Data, at any time by posting such changes to this Agreement. You understand that you have the affirmative obligation to check these Terms of Use periodically for changes, and you hereby agree to periodically review these Terms of Use for such changes. The continued use of the Data following the posting of changes to these Terms of Use will constitute your acceptance of those changes.

2. DISCLAIMER

We are not a party to any transactions that may occur between you and a third party through use of the Data. We are not a party to any contract or other agreement between you and such third parties. WE ARE NOT AND SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INFORMATION, DOCUMENTS, AGREEMENTS, OBLIGATIONS OR OTHER INTERACTIONS BY, BETWEEN OR AMONG USERS AND SUCH THIRD PARTIES THROUGH YOUR USE OF THE DATA.

3. YOUR LICENSE TO ACCESS THE DATA

We hereby grant you a limited, nonexclusive, nonassignable, nontransferable, revocable license to use, reproduce, publish, make derivative works, display and perform publicly any Data first made available through the Platform pursuant to the terms set forth herein, subject to your agreement to, compliance with and satisfaction of these Terms of Use (the “License”), provided, however, that notwithstanding the License, to the extent you share the Data with any third party, you shall be required to direct the relevant third party you are sharing the Data with to the Platform and you shall be responsible for having them agree to the Terms of Use in order to access the Data. You agree to and acknowledge the following restrictions relating to the License: (1) that you are strictly prohibited from utilizing methane concentrations, in parts per billion or any other unit of concentration (“Level 3 Data” or “L3 Data”) for the purposes of reproducing methane emission fluxes, in kilograms per hour (“Level 4 Data” or “L4 Data”) or for converting L3 Data into similar outputs relating to methane emission fluxes for any purposes, or for distribution to any third parties, provided, however, that you may reproduce L4 Data or similar outputs derived from L3 Data solely for internal business purposes or to distribute to any of your wholly controlled affiliates, and for direct, non-commercially driven, mitigation activities; and (2) that you are not permitted to distribute the Data on any other platform that would make the Data available to third parties, other than to you and your wholly controlled affiliates. All rights not otherwise expressly granted by these Terms of Use are reserved by us. If you do not comply with the Terms of Use at any time, we reserve the right to revoke the aforementioned License(s). You may not obscure or remove any proprietary rights or notices contained in the Data. You are solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for your access to and use of the Platform or any part thereof.

We may remove all or certain aspects of the Data from the Platform, at our sole discretion and without prior notice or liability. You agree that we may, under certain circumstances, immediately suspend and/or terminate your access to the Data and restrict your use of the Data. Cause for such measures shall include, without limitation: (a) breaches or violations of these Terms of Use or other incorporated agreements or guidelines; (b) discontinuance or material modification to the Platform or the Data; (c) unexpected technical or security issues or problems creating limited access to the Platform and/or the Data; or (e) engagement by you in fraudulent or illegal activities. You further agree that such measures shall be taken in our sole discretion and without liability to you or any third party.

4. ATTRIBUTION

If you share or use the Data in any manner with any third parties, you must:

- (a) explicitly state to these third parties that they are agreeing to be bound by the Terms of Use;
- (b) display a citation that states: “Data from MethaneSAT” and “Download the most current dataset at Google Earth Engine and/or Google Cloud”; and
- (c) explicitly state to these third parties that, if such third party creates a further project containing the Data, any such users of that project must also agree to be bound by these Terms of Use.

5. OUR INTELLECTUAL PROPERTY

Unless otherwise specifically noted in these Terms of Use, images, trademarks, service marks, logos and icons displayed on the Platform or in the Data are our property and/or our licensors and may not be used without our prior written consent. Trademarks owned by third parties are the property of those respective third parties. The Data is the copyrighted property of ours, and it may not be reproduced, recreated, modified, accessed or used in any manner or disseminated or distributed to any other party in violation of these Terms of Use. Any unauthorized use of any Data may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes, and you shall be solely liable for such unauthorized use.

6. THIRD PARTY'S PRIVACY POLICY

The Platform which the Data is hosted may collect, store and use data collected from you in accordance with their privacy policy. You shall be responsible for reviewing such privacy policy and you agree that you shall not hold us liable for any issues or disputes relating to the collection of your personally identifiable information collected pursuant to such privacy policy.

7. YOUR OBLIGATIONS TO US

You hereby represent and warrant to us that: (a) you (i) have reached the age of majority in the jurisdiction where you reside (generally 18, 19 or 21 years of age depending on the jurisdiction), (ii) are an emancipated minor under the laws of your jurisdiction of domicile and/or residence, (iii) possess legal parental or guardian consent or (iv) otherwise have the power and authority to enter into and perform your obligations under this Agreement; (b) all information provided by you to us is truthful, accurate and complete; (c) you will comply with the terms and conditions of these Terms of Use and any other agreement to which you are subject that is related to your use of the Platform, Data or any part thereof; (d) your access to and use of the Platform or any part thereof and/or use of the Data will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; and (e) if you purport to be the agent of, represent or otherwise act on behalf of an entity or any other person, that you are in fact an authorized representative of such entity or other person.

8. NO GUARANTEES

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

We are not responsible for any defects or failures associated with the Platform, any part thereof, any Data posted using the Platform or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures. The Platform and the Data may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions, (b) periodic maintenance procedures or repairs which we may undertake from time to time, or (c) causes beyond our control or which are not foreseeable by us.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE DATA PROVIDED ON THE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT.

9. WE ARE NOT LIABLE TO YOU FOR YOUR USE OF THE DATA

WITHOUT LIMITATION, WE MAKE NO WARRANTY THAT THE PLATFORM OR DATA PROVIDED VIA THE PLATFORM WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION FOUND THEREON WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF THE DATA OBTAINED THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS.

ANY DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF THE DATA. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU THROUGH THE DATA SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE PLATFORM OR THE DATA; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE DATA; OR (C) ANY OTHER MATTER RELATING TO THE DATA. IF YOU ARE DISSATISFIED WITH THE DATA, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE DATA AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE PLATFORM AND PURCHASING THE DATA AND IN NO EVENT GREATER THAN USD ONE HUNDRED DOLLARS \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless us and our officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of the Data, (b) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations under this Agreement, (c) any breach of the terms of the License, (d) infringement or misappropriation of any intellectual property or other rights of ours or third parties by you relating to the Data, (e) any negligence or willful misconduct by you, or (f) any other claim related to your performance under this Agreement.

12. TERM AND TERMINATION

This Agreement is effective upon your unequivocal acceptance as set forth herein and shall continue in full force until terminated. You agree that we, in our sole discretion, may terminate your use of the Data. We may also, in our sole discretion and at any time, discontinue providing the Data on the Platform or on any other platform approved by us, with or without notice. In addition to any other methods of termination or suspension provided for in this Agreement, we reserve the right to terminate this Agreement at any time and for any reason upon ten (10) days' notice to you (which notice may be by email). Further, you agree that we are not to be liable to you or any third-party for any removal of Data from the Platform. You may terminate this Agreement at any time by providing us with ten (10) days' notice (which notice may be by email). Termination or cancellation of this Agreement shall not affect any right or relief to which we may be entitled at law or in equity. Upon termination of this Agreement, you shall terminate all use of the Data provided thereby.

13. AGREEMENT TO ARBITRATE

All disputes arising out of, or relating to, this Agreement (including formation, performance, breach, enforceability, and validity of this Agreement) shall be resolved by final and binding arbitration to be held in the English language in the City of New York, State of New York, county of New York, pursuant to the rules of the American Arbitration Association. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.

Both you and us will share the costs of arbitration, including the fees and expenses of the arbitrator, equally, unless the arbitration award provides otherwise. There shall be only one (1) arbitrator. Each Party will bear the cost of preparing and presenting its case, provided, however, that the costs in preparing the case and the fees and expenses of the arbitrator shall be fully borne by you if judgement is rendered against you, in whole or in part. The arbitrator will have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement. The arbitrator will state his/her opinion in writing along with his/her reasons for the decision. The arbitrator's decision will be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. You agree to waive any right you may have in any legal proceeding arising from or related to this Agreement outside of arbitration.

Without prejudice to the agreement to resolve disputes in binding arbitration set forth in the previous paragraph, either party to this Agreement may obtain preliminary injunctive relief in the Circuit Court of New York County, NY, located in the City of New York, NY, for the purpose of enforcing any of the terms of this Agreement pending a final determination in arbitration or permanent relief for the purpose of enforcing arbitral awards.

14. GOVERNING LAW AND OTHER MISCELLANEOUS TERMS

The parties and their respective personnel are and shall be independent contractors, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

You acknowledge and agree that any expenses that you incur in furtherance of this Agreement are voluntary in nature and are made with the knowledge that this Agreement may be terminated as provided herein. You shall not make a claim against us, and we will not be liable with respect to the recoupment of any expenditures or investment made by you in anticipation of the continuation of this Agreement beyond the term hereof.

You agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to us which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies we may have for your breach of this Agreement.

The validity and effect of these Terms of Use shall be governed by and construed and enforced in accordance with the laws of New York State, without regard to its conflicts or choice of laws principles.

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting and construing this Agreement.

If the performance of any part of this Agreement by either party (other than payment of money) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor dispute, act of God, telecommunications failure or any other cause beyond the control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause.

This Agreement, including any other agreements or additional terms referenced herein, constitutes the complete and exclusive statement of the Agreement between the parties with respect to the Data offered via the Platform, and, unless otherwise expressly provided herein, it supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Data. If any provision of this Agreement is found unlawful or unenforceable in any respect, the arbitrator shall reform such provision so as to render it enforceable or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision. As so reformed or modified, the arbitrator shall fully enforce this Agreement. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights

after termination and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

We make no representation that the Data is appropriate to or available in locations outside of the United States. You may not use the Data in violation of United States export laws, regulations or restrictions. If you access the Data from outside of the United States, you are responsible for compliance with all applicable laws.

15. CONTACT US

With questions, email lfullerton@methanesat.org.

301 Congress Ave. Suite 1300, Austin, TX 78701

Print or download a copy of this Agreement for your records.