

CLIMATE AND ENVIRONMENTAL MONITORING FROM SPACE (CEMS) ACCEPTABLE USE POLICY

Use of the virtual data centre known as the CEMS Environment is governed by various laws and legislative provisions, including but not limited to the Computer Misuse Act (1990), the Protection of Children Act (1978), the Criminal Justice Act (1988) and the Prevention of Harassment Act (1997). The Data Protection Act (1998) applies to both SATELLITE APPLICATIONS CATAPULT and any of SATELLITE APPLICATIONS CATAPULT's customers ("Customer") in respect of the storage of personal data relating to third parties. To the extent that any Customer may be storing any personal data in the CEMS Environment, they must carry out internal checks as to the applicability of the Data Protection Act 1998 to that personal data. Under the Electronic Commerce (EC Directive) Act (2002) SATELLITE APPLICATIONS CATAPULT cannot be held liable for any unlawful acts carried out using the CEMS Environment unless it has actual knowledge of those unlawful acts. In any event where SATELLITE APPLICATIONS CATAPULT becomes aware of those act is will take all necessary measures to prevent them from continuing.

Legal Compliance

Transmitting, receiving or storing certain types of files can be an offence under UK law. Customers may not use the CEMS Environment to store, transfer or receive material of an indecent, offensive or otherwise illegal nature. These activities may result in criminal prosecution.

Knowingly infringing intellectual property rights (copyright, patents and trademarks) can be an offence under UK law. Customers may not use the CEMS Environment in such a way as to violate intellectual property rights and SATELLITE APPLICATIONS CATAPULT will assist any rights holders in the enforcement of those rights were appropriate.

Customers are advised to take all reasonable care and action to ensure that they do not break or breach the laws of countries outside the UK in their use of the CEMS Environment and to the extent that they may do so and SATELLITE APPLICATIONS CATAPULT becomes aware of the same, it will assist in any party entitled to enforce those laws.

Hosting

The Customer is solely responsible for all content in their allocated CEMS Environment and ensuring that the contents of their CEMS Environment comply with all applicable UK laws and EU directives, and do not infringe the intellectual property rights of third parties.

The Customer is only entitled to use the CEMS Environment for lawful purposes. The CEMS Environment may not be used as follows:

- In any way which is in breach of any UK or locally applicable national or international law
- For the purpose of transmission of any data containing viruses, worms, loggers, spyware or other harmful programs or code of any kind or nature
- In any way which breaches the rights of third parties (including, but not limited to, privacy and copyright)
- In any way which implies, suggests or indicates incorrectly that SATELLITE APPLICATIONS CATAPULT is responsible for any content emanating from or stored at or on the CEMS Environment

The above bullet points are examples only. Any unlawful use of the CEMS Environment shall be in breach of this Acceptable Use Policy.

Use of the CEMS Environment

The Customer is responsible at all times for use of the Customer's CEMS Environment, whether by itself or by third parties. Irresponsible use of the CEMS Environment may result in SATELLITE APPLICATIONS CATAPULT terminating the Customer's use of it. SATELLITE APPLICATIONS CATAPULT deem bulk emailing, phishing and circumvention of third party security systems to be irresponsible use of the CEMS Environment and other, similar behavior shall be similarly determined by SATELLITE APPLICATIONS CATAPULT.



Suspension and Termination

If SATELLITE APPLICATIONS CATAPULT has any reasonable grounds to believe that irresponsible use of the CEMS Environment is occurring, or that the Customer is using the CEMS Environment for any illegal purpose(s), or that any information which the Customer has provided to SATELLITE APPLICATIONS CATAPULT relating to its identity or use of the CEMS Environment is inaccurate, incomplete or untrue, it shall have the right to suspend or end the Services and refuse the provision of any Services in the future.

Failure to comply with this policy constitutes a material breach of the Principle Agreement and may result in SATELLITE APPLICATIONS CATAPULT doing all or any of the following:

- Immediate, temporary or permanent termination of the Services
- Immediate, temporary or permanent removal and/or deletion of the Customer's data stored in the CEMS Environment
- Issuance of a warning to the Customer
- Commencement of legal proceedings against the Customer (to the extent to which SATELLITE APPLICATIONS CATAPULT may be entitled to do so)
- Disclosure of such activities to such appropriate enforcement authorities as SATELLITE APPLICATIONS CATAPULT may consider reasonable in the circumstances

SATELLITE APPLICATIONS CATAPULT excludes liability for actions taken in response to breaches of this policy and may take such further actions as may not be detailed herein as it reasonably considers necessary.

This policy may be updated and/or amended from time to time. Customers are advised to review the SATELLITE APPLICATIONS CATAPULT webpage from time to time to take note of any changes to this policy, which will be binding on its Customers.