

## NextView License Information Paper

### NextView License – NGA does not own the imagery; it is licensed to use the imagery under the terms of the NextView License

Commonly referred to as the NextView License, the End User License Agreement (EULA) of the EnhancedView Contract establishes the terms of use (*how data may be used*) for commercial imagery. The entire language of the license is captured on the back side of this sheet.

The NextView License applies to all data, imagery, imagery services, and imagery derived products. The license rights for use by the U.S. Government (USG) are established under the EnhancedView Contract and apply in perpetuity. Any derived product may be generated.

Subject to:	Copyright	NextView License
Imagery *	√	√
Imagery Derived Products (e.g. image city maps, reduced resolution images)	√	√
Derived Products (e.g. maps, line drawings)	N/A	N/A

\* Still subject to other laws and policies (e.g. EO 12333)

### Licensed Users

Members of the [United States Federal Government](#) including all branches, departments, agencies, and offices are licensed to use the imagery under the terms of the NextView License.

The U.S. Government (USG) may [share the imagery](#) with the following organizations, as [temporary licensed users](#):

- USG Contractors & University Researchers supporting USG contracts
- State & Local Governments
- Foreign Governments & Intergovernmental Agencies
- Non-Governmental Organizations (NGO) & Non-profit Organizations

### Rules for Use

#### USG Purpose

Imagery shared with organizations beyond the USG must [support a USG purpose](#), with a direct benefit to the USG.

#### Educate

- USG must [educate](#) anyone who receives the data [on the terms of the NextView License](#).
- Communicate restrictions for proper use, to ensure compliance with the license.

#### Product Creation

Licensed users [may generate an unlimited number of hardcopies and softcopies](#) for their use, as well as [any derived product](#).

#### Marking - Copyright & License

Any new imagery or imagery derived products obtained through NGA must contain [copyright](#) and [NextView License](#) notice.

#### Access & Sharing

- A USG employee or person authorized by the USG must [authorize all temporary users](#), contractors, and volunteers.
- [Control access to imagery](#) by implementing access controls (e.g. password protection).
- Sponsoring Federal Agencies must [maintain USG oversight of imagery](#) distribution, end users, and downstream use.
- Take local action, if aware of any improper use.

#### Business Impact

- USG shall use its reasonable best efforts to minimize the effects on commercial sales.
- Do not share imagery with anyone planning to sell it or use it for commercial gain.

### Marking



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NextView License

### ***Restrictions (DO NOT):***

- Publish imagery in printed [reports without direct USG benefit](#).
- Transfer imagery to commercial entities for [commercial use](#).
- Release imagery to third parties for [non-US Government use](#).
- Host reports on websites containing NextView imagery [without copyright or license](#).

### ***Seek Additional Guidance, when considering:***

- [Sharing imagery](#) with non-licensed users, foreign governments, or for crowdsourcing.
- Authorizing the [release of imagery to media](#) (local, state, or national) [or public](#).
- [Posting imagery](#) on NGO or USG systems.
  - [Hosting](#) imagery or products [on web sites by NGOs](#) or non-profit organizations.
  - [Sharing](#) imagery on websites [to generate derived products](#) for public release.
  - Posting to sites where imagery and products can be [further disseminated](#).

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## **NextView Imagery End User License Agreement (EULA)**

### **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**  
**Non-Governmental Organizations (NGO) and other non-profit organizations**

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.