

Terms & Conditions

Section 1: Agreement

These Terms and Conditions (hereafter, “Terms”) govern Customer’s access to, and usage of, the SkyWatch HUB software and any associated services provided by SkyWatch. Customer acknowledges that it has read and understands these provisions, including the End User Data License Agreement (EUDLA), and the Terms of Service (TOS), and which may be amended from time to time by Skywatch. These Terms, the TOS, and the EUDLA collectively and individually form the Agreement between Customer and SkyWatch.

Any terms defined in the TOS or EUDLA will have the same meaning here. Provisions, if any, contained in a purchase order or similar document issued by Customer will not serve to amend these Terms, or otherwise be binding on SkyWatch. These Terms will take priority over the TOS or EUDLA, in the event of any inconsistency between the respective provisions of each document. The TOS and EUDLA are available, respectively, at:

TOS: <https://s3-us-west-2.amazonaws.com/skywatch-legal/SkyWatch+Terms+of+Service.pdf>

EUDLA: <https://s3-us-west-2.amazonaws.com/skywatch-legal/SkyWatch+End+User+Data+License+Agreement.pdf>

Section 2: Term

The software and services described in these Terms will be provided by SkyWatch to Customer for a period of 12 months from the date of activation of the first User on Customer’s Account (the “Subscription Term”). The Agreement shall automatically renew for successive one-year terms, unless either party provides written notice of its intent not to renew at least 30 days prior to the expiration of the current term.

Section 3: Data Credits

“Data Credits” refers to a unit of non-refundable monetary value that is paid in advance by the Customer, and which can be used to purchase ODP Data by way of the SkyWatch Platform. Data Credits may be applied towards future transactions made subject to the terms of the Agreement, for a period of 12 months from the date on which they were purchased. Data Credits will expire if not used during the applicable 12 month period.

Section 4: Scope of Services

The fees paid by Customer, in respect of SkyWatch HUB software and support, provide for the following during the Subscription Term:

- (A) Hosting & storage, by SkyWatch, of up to 50GB of ODP Data and User Data, within the SkyWatch Platform.
- (B) Access to the SkyWatch Platform by way of API or application (including SkyWatch HUB, and Content Store) by no more than 10 authorized Users. This provision does not serve to limit the number of Users who may view data by way of the DirectView™ application.
- (C) Standard Content Store Support, by email to esri-support@skywatch.com, or by phone to +1 (619) 486-9804 between the hours of 9am and 9pm Eastern Time, Monday to Friday, including the proactive monitoring of orders and receipt/delivery of imagery by SkyWatch, and subject to the following limitations:
 - (a) Reasonable commercial efforts, by SkyWatch, to respond no more than 24 hours following receipt of any such request from Customer
 - (b) No more than 10 Cases per year, where a Case is defined in Schedule 1 to this Agreement.
- (D) Usage of the SkyWatch HUB software, and access to associated services provided by SkyWatch, for no more than 25,000 Data Credits.

Any usage by Customer, in excess of any threshold set out in this Section 4, may result in termination of Customer’s access to the SkyWatch Platform in the event that, no later than 30 days following such notice to the Customer by SkyWatch, Customer has neither (i) restored its usage to the levels provided for in these Terms, nor (ii) procured sufficient additional rights to so as to permit ongoing usage of the SkyWatch Platform in compliance with the Agreement.

Schedule 1 - Support Services

Case Initiation and Acknowledgment

The Customer may initiate a support Case by submitting a request for assistance via the channels set out in the body of these Terms. Upon receipt of any such request, SkyWatch shall acknowledge the Case within the service levels specified, assign a unique case identifier, and categorize the Case based on severity, type, or other parameters.

Investigation and Resolution

SkyWatch shall use commercially reasonable efforts to investigate and resolve the issue reported in the Case. Resolution may include providing a fix, workaround, guidance, or other actions deemed appropriate. If the issue requires escalation, including to a third party, SkyWatch shall notify the Customer and make reasonable efforts to resolve the matter in a timely manner, in accordance with the severity level.

Case Closure

A Case shall be closed when the issue is resolved, the Customer confirms that the issue has been addressed, or after 5 days of inactivity following the last communication from SkyWatch to the Customer. SkyWatch shall provide a summary of the actions taken to resolve the issue before closing the Case.

Types of Cases

Each Case will include resolution by SkyWatch of an issue/request from the Customer, related to one of the following areas:

A. Advanced Usage Of The SkyWatch Platform

Definition: Cases related to inquiries about usage of SkyWatch products and features, including those integrated with third-party software such as Esri ArcGIS.

Examples:

- How to navigate and use features in HUB or other SkyWatch applications, and/or clarification on workflows or functions.
- Questions about search, filtering, and managing data products in the SkyWatch platform.

B. On-Request Data Ordering

Definition: Cases where assistance is required to access or order specific data products that are otherwise not readily available in the SkyWatch platform, but to which SkyWatch has necessary distribution rights.

Examples:

- Identifying projections, processing levels etc. available for a given data product, and determining pricing and availability
- Ordering (for example, via manual order form) and delivery of such data products subsequent to Customer orders

C. API Integration Support

Definition: Cases related to the integration of the SkyWatch API with/to Customer's software applications or workflows.

Examples:

- Preparation and delivery of API guides, sample code, or other materials as may be helpful to support Customer's integration with the SkyWatch API.
- Direct consultation by phone etc. with SkyWatch personnel on the same topic.

D. Project-Level Remote Sensing Consultation

Definition: Cases where Customer requests SkyWatch to analyze Customer's business objectives etc. to establish a set of viable data products and related commercial and technical strategy, including the execution of that strategy via the SkyWatch Platform..

Examples:

- Customer notifies SkyWatch of a new project to monitor certain fixed assets, and requests SkyWatch to identify, source, process, and deliver data products appropriate to delivering the project.

Exclusions

For purposes of defining a Case under these Terms, the following is expressly excluded: any request from Customer, and subsequent investigation and/or resolution by SkyWatch, in respect of unintended behavior or defects in the software or data products provided by SkyWatch, for example where such defects result in performance in a manner which is materially inconsistent with documented functionality, or cause significant disruptions or degradation of performance.