

TERMS AND CONDITIONS FOR THE USE OF S2P SPACE WEATHER DATA

The European Space Agency (ESA) promotes the full, open, and free sharing of space weather data with scientific communities, institutions, industry, academia, and the public, pursuant to the [S2P Space Weather Data Policy](#) and subject to these Terms and Conditions (the “Terms”).

By accessing or using S2P SW Data, the User acknowledges that they have read, understood, and agree to be bound by these Terms.

1. DEFINITIONS

For the purposes of these Terms:

“**S2P SW Data**” or “**Data**” means all measurement data fully owned by ESA from the spaceborne and ground-based space weather observation systems developed under ESA’s Space Situational Awareness (SSA) and Space Safety (S2P) Programmes, including raw, uncalibrated and calibrated data, and derived and higher-level data products.

The Data falls under one of two categories:

- **Free Datasets:** contains Data made directly available online to Users.
- **Restrained Datasets:** contains Data subject to access restrictions due to technical or other constraints, made available to Users upon specific request.

“**User(s)**” means any individual(s) or entity/ies accessing and/or using the Data.

2. DATA ACCESS

2.1. Access to the Free Datasets is granted upon electronic registration on the ESA SWE Portal with immediate access to the Data thereafter.

2.2. Access to the Restrained Datasets is subject to a specific data service request to be addressed to the SWE Service Helpdesk at: helpdesk.swe@esa.int. Should ESA positively evaluate the request, it will notify the User that access has been granted, possibly assigning a maximum quota for data delivery.

2.2. ESA makes all efforts to ensure a reliable and timely delivery of S2P SW Data but reserves the right, at its sole discretion, to review, modify, suspend or terminate delivery of Data at any time, including in the event of satellite or related ground system failure.

2.3. The User further acknowledges that Data delivery may be subject to delays due to operational, scheduling, or processing constraints.

2.4. The User will have no claim against ESA for compensation, damage, or losses arising from any modification, suspension, termination, or delay in the Data delivery.

3. PERMITTED USE

3.1. Unless otherwise specified, the Data may be used without restrictions for peaceful purposes, including scientific, technical, educational, and application development activities. Users may:

- access and download the Data;
- analyse, reproduce, display, process and transform the Data;
- incorporate the Data into research, models, and applications; and
- develop products or services derived from the Data, provided that: (i) the Data is not sold, licensed, redistributed to third parties for commercial gain; and (ii) the Data is not used in any manner as to state or imply the endorsement by ESA or any ESA employee of any product, process or service.

3.2. Users may redistribute Free Datasets to third parties only if such third parties accept these Terms. The User is fully responsible towards ESA for such acceptance.

3.3. Any publication, product, or other work derived from or incorporating the Data must cite the relevant datasets in accordance with good scientific and technical practice and must clearly include the following statement: “Data provided by the European Space Agency (ESA) as part of its Space Safety Programme (S2P)”

4. INTELLECTUAL PROPERTY

4.1. ESA retains all rights, title, and interest in and to the Data. Nothing in these Terms grants to the User ownership or any rights other than those explicitly stated.

4.2. Users shall not use the Data in any way that infringes the intellectual property rights of ESA.

4.3. Users must clearly attribute ESA in all uses of the Data, as follows: “© ESA (year of reception)”

5. DISCLAIMER

5.1. ESA may provide on its repositories access or links to third-party data. Unless otherwise specified, ESA grants no rights in such data. Users are solely responsible for complying with applicable third-party rights, restrictions, or licensing conditions, and for obtaining necessary permissions.

5.2. ESA does not indemnify, hold harmless, nor release Users from copyright infringement, nor grant exclusive rights to use with respect to the Data.

5.3. The Data is provided on an “as is” and “as available” basis. While ESA endeavours to ensure the quality of the Data, it makes no representations or warranties, express or implied, regarding the accuracy, completeness, reliability, or suitability of the Data for any particular purpose. ESA assumes no liability for any direct or indirect loss or damage arising from or related to the access to, or use of, the Data.