

**LICENCE TO USE PLEIADES PRODUCTS GRANTED
AT A PREFERENTIAL PRICE BY CNES TO CATEGORY 1 INSTITUTIONAL
USERS AND ASSIMILATED CATEGORY 1 INSTITUTIONAL USERS UNDER
THE ISIS - PLEIADES PROGRAMME**

Please read the terms and conditions of this User Licence Agreement carefully before placing any orders for Protected Products.

INTRODUCTION

In the framework of the public service delegation agreement concerning the operations of the Pleiades satellites concluded between CNES and Airbus DS (subsequently referred to as the “DSP”), Airbus DS has committed itself to distribute Pleiades products and services for the benefit of **AUTHORISED INSTITUTIONAL USERS** in order to fulfill their responsibilities in the frame of their institutional mission for **NON-COMMERCIAL SERVICES**.

CNES and Airbus DS have opened the ISIS programme to Pleiades products allowing eligible users (European scientific community) to obtain Pleiades images under special ISIS programme preferential pricing conditions, based on DSP Category 1 pricing.

Accomplishing any of the following acts implies acceptance by the **USER** of the terms of the present Licence Agreement (hereinafter “Licence”):

- Placing a command for a **PROTECTED PRODUCT** by any means, being stated that the provisions of the command shall not prevail over the terms of this Licence and that any contrary provisions shall be considered non binding to CNES and Airbus DS
- Opening Product packaging;
- Downloading, and/or installing and/or handling the **PROTECTED PRODUCT** on any IT equipment;
- Damaging or destroying the **PROTECTED PRODUCT**;
- Retaining the **PROTECTED PRODUCT** fifteen days after receipt.

This Licence is established between Airbus DS Geo SA (hereinafter referred to as « Airbus DS ») and the **USER** under the ISIS Pléiades programme for the use of **PROTECTED PRODUCTS** limited to their **INSTITUTIONAL NEEDS** and for **NON COMMERCIAL SERVICES**.

The terms and conditions of the Standard Licence for Pléiades images established by Airbus DS called “Non-Exclusive Licence to use Pleiades Satellite Products” (as available on Airbus DS web site) are not applicable to the **PROTECTED PRODUCTS** acquired by the **USER** at preferential prices through Airbus DS under the ISIS programme.

ARTICLE 1 - DEFINITIONS

AUTHORISED USER: means all students researchers, engineers or technicians duly employed by the USER who receives from the USER authorisation to access the PROTECTED PRODUCT.

DERIVATIVE PRODUCT: means any product developed from the processing of any PROTECTED PRODUCT, through the modification of the original form of the PROTECTED PRODUCT, which does not contain any imagery data from the PRODUCT and/or is irreversible and uncoupled from the original PROTECTED PRODUCT.

INSTITUTIONAL NEEDS: means the USER's needs pursuant to its research activities in the frame of its institutional mission for NON-COMMERCIAL SERVICES.

ISIS-PLEIADES USER COMMUNITY: means the USERS registered in the ISIS-Pléiades system managed by CNES.

NON-COMMERCIAL SERVICES: means use of a PROTECTED PRODUCT and/or a DERIVED PRODUCT in the framework of:

- Programmes of general public interest such as the environment, education or the development of innovative services
- Research and development:
 - o Fundamental and applied research
 - o Development and priming phases aiming to establish products and/or services based on satellite earth observation data especially by small and medium sized enterprises and/or within an incubator

The commercialisation of PROTECTED PRODUCTS and/or DERIVED PRODUCTS are excluded from NON-COMMERCIAL SERVICES.

PROTECTED PRODUCT: means any STANDARD PRODUCT and/or any product developed from the processing of any STANDARD PRODUCT, through a modification of the original form of the PROTECTED PRODUCT, from which the original product may be reproduced through reverse engineering.

STANDARD PRODUCT: means the Pleiades satellite product(s) generated by the Pleiades system and supplied by Airbus DS.

USER : means the authorized institutional user according to the “Delegation of Public Service (DSP)” belonging to Category 1, or assimilated Category 1 through a specific cooperation agreement concluded with CNES, , and using, for NON COMMERCIAL SERVICES, solely within the framework of the ISIS-Pléiades programme which it is eligible for, the PROTECTED PRODUCT for its INSTITUTIONAL NEEDS only and that accepts the Licence.

ARTICLE 2 – LICENCE

2.1 Permitted Uses

The USER is hereby granted by Airbus DS within the framework of the ISIS-Pleiades programme a limited, non-exclusive, non-transferable, licence for their INSTITUTIONAL NEEDS:

- (a) to install the PROTECTED PRODUCT on as many individual computers as needed in its premises, including internal computer network (with the express exclusion of the internet, except as provided under paragraph (h) below) for the Permitted Uses specified in this Article 2.1;

- (b) to make maximum ten (10) copies of the PROTECTED PRODUCT, except for the needs of paragraph f) below, for installation, archiving and back-up purpose;
- (c) to use the PROTECTED PRODUCT for its INSTITUTIONAL NEEDS, with the exclusion of any other use;
- (d) to modify the PROTECTED PRODUCT to produce other PROTECTED PRODUCTS for its INSTITUTIONAL NEEDS;
- (e) to modify the PROTECTED PRODUCT to produce, use and freely distribute DERIVATIVE PRODUCTS. Notwithstanding anything to the contrary, by express exception, any Digital Elevation Model or Digital Terrain Model (“DEM/DTM”) shall not be distributed, made available and/or transferred by any means whatsoever, directly or indirectly, to any entity other than (1) any USER belonging to a legal entity whose registered office is within the European Union or (2) any research organisation, laboratory or institutional organisation which has signed a specific agreement with the CNES. CNES deals with ensuring any legal constraints pertaining to exports are upheld. Any entity to which the DEM/DTM is transferred shall commit in writing to comply with this provision;
- (f) To share and distribute the PROTECTED PRODUCT within the ISIS-PLEIADES USER COMMUNITY for NON-COMMERCIAL SERVICES to any other USER for their INSTITUTIONAL NEEDS subject to prior signature by that other USER of an identical licence of use as this Licence with Airbus DS;
- (g) To share the PROTECTED PRODUCT for NON-COMMERCIAL SERVICES with USERS for their INSTITUTIONAL NEEDS, subject to prior signature of the “Non-exclusive Licence to use Pleiades satellite products applicable to authorized institutional user” with Airbus DS as mentioned in the Operational Agreement of the DSP;
- (h) To post on an internet site extracts of the content of the PROTECTED PRODUCT, in an internet-compatible image format, with the following credit conspicuously displayed and written in full: “Contains information © CNES ____ (year of acquisition), Distribution Airbus DS, all rights reserved. Commercial uses forbidden”. This posting will be conducted solely for presentation of their INSTITUTIONAL NEEDS or circulation of a report or publication for their INSTITUTIONAL NEEDS excluding all other reasons. The posting shall not permit the downloading of such extract and all of these extracts will not cover more than two disjoint zones of 5000 x 5000 pixels; Prior to any posting, the USER shall inform AIRBUS DS (contact@astrium-geo.com), specifying the URL address used by USER;
- (i) to print extracts (maximum 1024x1024 pixels) of a PROTECTED PRODUCT; such print shall include the following credit conspicuously displayed and written in full: “Contains information © CNES ____ (year of acquisition), Distribution Airbus DS, all rights reserved. Commercial uses forbidden”.
- (j) to make available the PROTECTED PRODUCT or DERIVATIVE PRODUCT to AUTHORISED USER, only on behalf and for the INSTITUTIONAL NEEDS of the USER.

All rights not expressly granted by AIRBUS DS under the present Article 2.1 are hereby retained by AIRBUS DS.

2.2 Prohibited Uses

Except as expressly provided in Article 2.1.f) and g), the USER shall not sell, distribute, lease, transfer and/or display online, free of charge or in return of payment, any STANDARD PRODUCT and/or PROTECTED PRODUCT.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

- 3.1. CNES owns the intellectual property rights on STANDARD PRODUCTS and, more generally, on data contained in the PROTECTED PRODUCTS generated by the Pleiades system.
- 3.2. The PROTECTED PRODUCT and the satellites imagery data contained therein are protected by copyright (article L1111-1 and following of the French Code of Intellectual Property), in addition, by articles L 341-1 to 343-4 of the same Code, related to database copyright, as well as by any applicable international and/or foreign laws.
- 3.3. The origin of the PROTECTED PRODUCT shall be conspicuously displayed in all publication using the Pleiades data and/or all media/documents reproducing results obtained from the Pleiades data. In that respect, the following credit shall be written in full: “© CNES (year of acquisition), and Airbus DS (year of production of the PROTECTED PRODUCT), all rights reserved. Commercial uses forbidden.”. In addition, any PROTECTED PRODUCT shall be associated with the following credit “Contains information © CNES ____ (year of acquisition) and Airbus DS” ____ (year of production of the PROTECTED PRODUCT), all rights reserved..

The USER who owns the rights to, DERIVATIVE PRODUCTS shall endeavour to mention that such DERIVATIVE PRODUCTS have been produced from Pleiades data.

ARTICLE 4 – WARRANTY - LIABILITY

- 4.1. Airbus DS warrants that it has sufficient ownership rights in the PROTECTED PRODUCT to make the PROTECTED PRODUCT available to the USER under the terms thereof and agrees to indemnify and hold the USER harmless against any claim from any third party for infringement of any proprietary right.
- 4.2. The PROTECTED PRODUCT is complex; Airbus DS does not warrant that the PROTECTED PRODUCT is free of bugs, errors, defects or omissions, and that operation of the PROTECTED PRODUCT will be error free or uninterrupted nor that all non-conformities will or can be corrected. It does not warrant that the PROTECTED PRODUCT shall meet the USER’s requirements or expectations, or shall be fit for the USER’s intended purposes. There are no express or implied warranties of fitness or merchantability given in connection with the sale or use of this PROTECTED PRODUCT. AIRBUS DS disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.

When the media containing the PROTECTED PRODUCT delivered directly by Airbus DS is deficient, as demonstrated by the USER and accepted by AIRBUS DS, Airbus DS shall replace the defective media. Any such claim for replacement shall be notified to Airbus DS within seven (7) calendar days after delivery of the PROTECTED PRODUCT by Airbus DS. After this period, the PROTECTED PRODUCT shall be considered as being unconditionally and irrevocably accepted by the USER.

- 4.3. In no event shall Airbus DS, nor anybody having contributed to development and/or production and/or delivery of the PROTECTED PRODUCT, be liable for any claim, damage or loss incurred by the USER, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the PROTECTED PRODUCT, and shall not be subject to legal action in this respect.

The financial cumulative liability of Airbus DS and of anybody having contributed to developing and/or production and/or delivery of the PROTECTED PRODUCT shall not in any case exceed the price paid by the USER to Airbus DS to order the PROTECTED PRODUCT.

ARTICLE 5 – MISCELLANEOUS

- 5.1. This Licence shall remain in force for the duration of copyright protection of Pleiades PROTECTED PRODUCTS. Airbus DS may, in addition to all other remedies to which it may be entitled under this Licence Agreement or at law, terminate immediately this Licence Agreement by 15 days prior notice in writing if the USER breaches any provision of this Licence Agreement. The USER shall have no claim to any kind of refund in this case. Upon termination, the USER shall return to Airbus DS the PROTECTED PRODUCTS and destroy any value added product resulting therefrom.
- 5.2 The USER shall not transfer part or all of this licence unless it has obtained CNES and Airbus DS' prior written consent.
- 5.3 This Licence is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.

Date:

For the USER:

Name:

Position of the Signatory:

Official seal