



## Licence SPOT 6-7

### NON-EXCLUSIVE LICENSE TO USE SPOT SATELLITE PRODUCTS

By performing any of the following acts, the END USER implies their acceptance of the terms of this End User License Agreement ("the License"):

- (a) the full or partial acceptance of the quotation for supply of the PRODUCT;
- (b) the opening of the PRODUCT's packaging;
- (c) the downloading, installing, or handling of the PRODUCT on any computer;
- (d) the payment for all or part of the PRODUCT;
- (e) the making available of any DERIVATIVE WORKS;
- (f) the degradation or destruction of the PRODUCT;
- (g) the keeping of the PRODUCT for more than 7 days following its receipt.

The License is entered into between the End User and AIRBUS DS.

### ARTICLE 1 – DEFINITIONS

**"AIRBUS DS"**: means Airbus DS Geo SA.

**"EXTRACT"**: means an extract of a PRODUCT or VAP corresponding to:

- (i) an extract of a maximum 1024 x 1024 pixels, or
- (ii) a sub-extract (ratio of 32 relative to the original PAN or 8 relative to the original XS) of the original image of the PRODUCT, if it is supplied with the PRODUCT (preview file).

**"IMAGE"**: means the SPOT satellite image provided by AIRBUS DS to the END USER.

**"PRODUCT"**: means the part of the IMAGE related to the AREA OF INTEREST.

**"VAP" or "Value-Added Product"**: means any product developed by the END USER containing image data from the PRODUCT and resulting in a substantial modification of the PRODUCT by technical manipulations and/or the addition of other data. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or any Digital Terrain Model derived from a PRODUCT will always be considered a VAP.

**"DERIVATIVE WORKS"**: means any derivative product or information whatsoever, developed from the PRODUCT by the END USER, and which does not contain any image data from the PRODUCT, which is irreversible and decoupled from the PRODUCT's source imaging. Notwithstanding the foregoing, by express exception, any Digital Elevation Model and any Digital Terrain Model (in any form whatsoever, such as a database) derived from a PRODUCT shall never be considered DERIVATIVE WORKS.

**"END USER"**: means either the person acting on their own behalf or the legal business entity, including any offices and branches in their country of residence, or the government agency, to which the PRODUCT is supplied and which accepts this License. If the PRODUCT is supplied to a government agency (civil agency, local authority, department, etc.), the END USER will be considered to be only the entity of the government agency domiciled at the address to which the PRODUCT is delivered, except upon the prior written agreement of AIRBUS DS.

**“AFFILIATED END USER”**: means any private law legal entity or government agency engaged in a Joint Project with the END USER, as identified by the END USER to AIRBUS DS and accepted in writing by AIRBUS DS in the order confirmation. When the AFFILIATED END USER is a government agency (civil agency, local authority, department, etc.), it will be considered to be only the entity of the government agency domiciled at the address to which the PRODUCT is delivered, except with the prior written agreement of AIRBUS DS.

**“AREA OF INTEREST”**: means the geographical area selected by the END USER, for which AIRBUS DS grants the END USER the rights defined below. AIRBUS DS reserves the right to provide the END USER with an IMAGE that is larger than the AREA OF INTEREST.

## ARTICLE 2 – LICENSE

The rights defined below (except those defined in paragraphs (a) and (b)) are granted only for the data related to the AREA OF INTEREST. Thus, no rights (except those defined in paragraphs (a) and (b)) are granted to the END USER for data in the part of the IMAGE not related to the AREA OF INTEREST.

### 2.1 Permitted Uses

AIRBUS DS hereby grants the END USER a limited, non-exclusive, and non-transferable License, allowing them to:

- (a) make an unlimited number of copies of the PRODUCT for the Permitted Uses defined by this Article 2.1;
- (b) install the PRODUCT on as many personal computers as necessary on its premises, including on an internal computer network (with the express exclusion of the internet, except under the conditions provided for in paragraph (g) below) for the Permitted Uses as defined by this Article 2.1;
- (c) use the PRODUCT for their own internal uses;
- (d) change or modify the PRODUCT in order to produce VAPs and/or DERIVATIVE WORKS;
- (e) use any VAP for their own internal purposes;
- (f) make the PRODUCT and/or any VAP available to contractors and consultants, which they will use exclusively on behalf of the END USER, and provided that said contractors and consultants have agreed in writing, in advance, (I) to be bound by the same usage restrictions as the END USER, and (II) to return the PRODUCT and VAP to the END USER and not to keep any copy thereof, once the work of the contractor or consultant has been completed. By express exception, any 3D PRODUCT and VAP shall not be made available to a third party, except with the prior written agreement of AIRBUS DS;
- (g) put an EXTRACT online on a website, in an internet-compatible image format (without the associated metadata), with the credits reproduced in Article 3.4 clearly shown. This EXTRACT will be put online only for the purposes of promoting the END USER’s activity. (Downloading of the presented EXTRACT must not be allowed, and no third party shall be able to access the PRODUCT or VAP as a standalone file or use it to distribute, sell, assign, dispose of, lease, sub-license, or transfer said EXTRACT.) Prior to putting anything online, the END USER will provide notification to AIRBUS DS, including the URL address used, at the following address: [intelligence-srvices@airbus.com](mailto:intelligence-srvices@airbus.com);
- (h) print an EXTRACT and distribute it exclusively for promotional purposes. On the printed EXTRACT, the credits reproduced in Article 3.4 must appear clearly and in full;
- (i) freely use and distribute DERIVATIVE WORKS; and
- (j) share the PRODUCT and/or VAP with any AFFILIATED END USER as part of a Joint Project subject to the following cumulative provisions:
  - The END USER must have notified AIRBUS DS of the following information in the purchase order:
    - the name, legal form, and physical address of each AFFILIATED END USER;

- details of the Joint Project for which the END USER and AFFILIATED END USERS are cooperating and for which the PRODUCT has been ordered;
- The END USER will enter into an agreement with the AFFILIATED END USER whereby:
  - each AFFILIATED END USER will be granted the rights defined in paragraphs (a) to (i) above;
  - the terms and conditions of this agreement shall in no case be less protective for AIRBUS DS and the respective rights of the licensors than the provisions stipulated in this License; and
- The END USER guarantees the compliance of each AFFILIATED END USER with the provisions and restrictions stipulated in the License and will indemnify and hold AIRBUS DS harmless in this respect.

Any right not expressly granted by AIRBUS DS under this Article 2.1 shall be reserved by AIRBUS DS.

## **2.2 Prohibited Uses**

The END USER acknowledges and agrees that the PRODUCT is and shall remain the property of AIRBUS DS, that it contains information that belongs to AIRBUS DS, and that it is therefore provided to the END USER on a confidential basis.

The END USER shall not and shall ensure that any AFFILIATED END USER or any contractor or consultant engaged under the provisions of Article 2.1 (f) does not:

- (a) sell or lease any PRODUCT or VAP;
- (b) change or delete any copyright or ownership notices appearing in or on the PRODUCTS;
- (c) use a PRODUCT or EXTRACT in any way as part of a comparative analysis (such as benchmarking);
- (d) carry out any action not expressly permitted in Article 2.1.

## **ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS**

**3.1** AIRBUS DS warrants that it owns the rights to distribute and sell data from SPOT satellites.

**3.2** The PRODUCT is protected by French and international intellectual property law, and particularly copyright law.

**3.3** In addition, the PRODUCT and the satellite image data it contains are protected under Articles L 341-1 to 343-7 of the French Intellectual Property Code, as amended by the Law of July 1, 1998, related to the protection of databases, and the equivalent laws of European countries transposed into their laws from EU Directive no. 96/9, of March 11, 1996, related to the protection of databases.

**3.4** The PRODUCT, VAP, and/or EXTRACT, when it is made available and/or printed in accordance with the uses expressly authorized in Article 2.1, must contain the AIRBUS DS logo and also clearly and fully show the following credits:

- For SPOT 1-5 satellite image data: “© CNES (image year), Distribution AIRBUS DS”
- For SPOT 6-7 satellite image data: “© AIRBUS DS (image year)”

## **ARTICLE 4 – WARRANTY – LIABILITY**

**4.1** AIRBUS DS warrants that it has sufficient ownership rights over the PRODUCT to make it available to the END USER in accordance with the terms of this License.

**4.2** The PRODUCT is complex. AIRBUS DS does not warrant that the PRODUCT is free from bugs, errors, defects, or omissions or that the use of the PRODUCT will not be error-free or uninterrupted or that all nonconformities will be corrected or likely to be corrected. AIRBUS DS also does not warrant that the PRODUCT will meet all the requirements or expectations of the END USER or that it will suit the END USER’s intended purposes. No express or implied warranties of suitability for a specific purpose or commercial value

are associated with the sale or use of the PRODUCT. AIRBUS DS disclaims all warranties or liabilities other than those expressly defined in Articles 4.1 and 4.2.

If the PRODUCT delivered directly by AIRBUS DS differs substantially from the technical specifications applicable to the ordered PRODUCT or area of interest or if the medium by which AIRBUS DS delivers the PRODUCT to the END USER is defective, as demonstrated by the END USER and accepted by AIRBUS DS, AIRBUS DS shall, at its sole discretion and provided that the PRODUCT and corresponding copies are returned to AIRBUS DS, either replace the PRODUCT in question or refund the price paid by the END USER for the PRODUCT. AIRBUS DS will be notified of any claim within seven (7) calendar days following the delivery of the PRODUCT by AIRBUS DS. After this period, the PRODUCT will be considered to be compliant with the specifications and unconditionally and irrevocably accepted by the END USER.

**4.3** Under no circumstances shall AIRBUS DS, or any party who participated in the development and/or production and/or supply of the PRODUCT, be liable for any claim, damage, or loss caused by the END USER or any AFFILIATED END USER, including, but not limited to, any indirect or consequential damage (such as loss of production, income, revenue, or profits or additional production costs) or punitive damage resulting from the use or inability to use the PRODUCT and may not be the subject of any legal action thereto. The total and cumulative liability of AIRBUS DS and any party who participated in the development and/or production and/or supply of the PRODUCT shall not, in any case, exceed the amount paid by the END USER to AIRBUS to acquire the PRODUCT as a direct cause of the loss or damage.

## **ARTICLE 5 – MISCELLANEOUS**

**5.1** This END USER License Agreement is granted through the entire term of protection granted by the French intellectual property right associated with the PRODUCT(S). In addition to any other measures to which it is entitled under the License or by law, AIRBUS DS may immediately terminate this License by notifying the END USER or any AFFILIATED END USER in writing should they breach any of the terms of this License. If this happens, the END USER will not be able to claim any refund or compensation. Upon termination, the END USER must return the PRODUCTS and VAPs to AIRBUS DS.

**5.2** The END USER shall not transfer, in part or in full, the License without the prior written agreement of AIRBUS DS.

**5.3** If any of the terms of this License are declared null and void or unenforceable, the other terms of this License shall remain applicable.

**5.4** The License is governed by French law. All disputes shall be subject to the jurisdiction of the courts of Toulouse, France.

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(Date)

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(Name of the END USER's representative)

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(Title of the END USER's representative)

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(Name of the organization of the END USER)

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(Signature of the representative of the END USER)