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AT A PREFERENTIAL PRICE BY CNES TO CATEGORY 1 INSTITUTIONAL
USERS AND ASSIMILATED CATEGORY 1 INSTITUTIONAL USERS IN THE
FRAMEWORK OF ISIS - PLEIADES PROGRAMME**

**Please read carefully the terms and conditions of this User License Agreement before placing any
orders for PROTECTED PRODUCT.**

INTRODUCTION

In the framework of the Public Service Delegation agreement concerning the operations of the Pléiades satellites concluded between CNES and AIRBUS DS (subsequently referred to as the “DSP”), AIRBUS DS has committed itself to distribute Pléiades products and services for the benefit of AUTHORISED INSTITUTIONAL USERS (subsequently referred to as the “AIU”) in order to fulfil their responsibilities in the frame of their institutional mission for NON-COMMERCIAL SERVICES.

CNES and AIRBUS DS are responsible for implementing the ISIS-Pléiades scientific Programme allowing eligible USERS of the European scientific community and others eligible nationalities under the ISIS-Pléiades Convention to access to Pléiades data at preferential institutional DSP category 1 rates and special ISIS-Pléiades Programme conditions.

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

- Placing a command for a PROTECTED PRODUCT by the USER by any means, being stated that the provisions of the command shall not prevail over the terms of this License and that any contrary provisions shall be considered non-binding to CNES and AIRBUS DS;
- Opening PROTECTED PRODUC 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 License is established between AIRBUS DS and the USER under the ISIS-Pléiades Programme for the use of PROTECTED PRODUCTS limited for its INSTITUTIONAL NEEDS and for NON COMMERCIAL SERVICES.

The terms and conditions of the Standard License for Pléiades images established by AIRBUS DS called “Non-Exclusive License to use Pléiades 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-Pléiades Programme.

ARTICLE 1 - DEFINITIONS

USER: means all students, researchers, engineers, technicians or anyone acting in the name or on behalf of an AIU fulfilling the DSP Category 1 or assimilated to AIU by means of the ISIS-Pléiades Convention.

AUTHORIZED INSTITUTIONAL USER (AIU): means the public institutional entity using the Pléiades system for non-commercial services to fulfil its institutional missions, whom list is elaborated by CNES.

ISIS: means the CNES' Programme facilitating science access to Pléiades imagery.

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

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 original product form generated by the Pléiades system and supplied by AIRBUS DS.

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.

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.

ARTICLE 2 – LICENSE

2.1 Permitted Uses

The USER is hereby granted by AIRBUS DS within the framework of the ISIS-Pléiades Programme a limited, non-exclusive, non-transferable, license 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 distribution, availability and/or transfer of any Digital Elevation Model or Digital Terrain Model (“DEM/DTM”) shall be performed under the following terms and conditions:
 - Made available only by the CC-BY-NC License available at <https://creativecommons.org/licenses/by-nc/4.0/legalcode> excluding any commercial use by the USER.
 - The USER shall be able to demonstrate by any means that these conditions of availability are strictly respected.
- (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 license of use as this License 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 License to use Pléiades 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: “Pléiades © CNES ____ (year of acquisition), Distribution AIRBUS DS” written in full. 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 (intelligence-services@airbusds.com), specifying the URL address used by the USER;
- (i) to print extracts (maximum 5000x5000 pixels) of a PROTECTED PRODUCT; such print shall include the following credit conspicuously displayed and written in full: “Pléiades © CNES ____ (year of acquisition), Distribution AIRBUS DS” written in full;
- (j) to make available the PROTECTED PRODUCT or DERIVATIVE PRODUCT to USERS, only on behalf and for the INSTITUTIONAL NEEDS of the AIU in the framework of ISIS-Pléiades Programme;
- (k) to print and distribute extracts of maximum 500x500 pixels of the PROTECTED PRODUCT or the STANDARD PRODUCT for the INSTITUTIONAL NEEDS of the AIU in the framework of ISIS Programme.
- (l) to post on an internet site the PROTECTED PRODUCT in full resolution for the sole purpose of other AUTHORIZED INSTITUTIONAL USER with the following credit conspicuously displayed and written in full: “Pléiades © CNES ____ (year of acquisition), Distribution AIRBUS DS”;

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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.

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- 3.1. CNES owns the intellectual property rights on STANDARD PRODUCTS and, more generally, on data contained in the PROTECTED PRODUCTS generated by the Pléiades system.
- 3.2. The PROTECTED PRODUCT and the satellites imagery data contained therein are protected by copyright (article L111-1 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 Pléiades data and/or all media/documents reproducing results obtained from the Pléiades data. In that respect, the following credit shall be written in full: “Pléiades © CNES ____ (year of acquisition), Distribution AIRBUS DS” written in full.

In addition, any PROTECTED PRODUCT shall be associated with the following credit “Pléiades © CNES ____ (year of acquisition) and AIRBUS DS” written in full.

The USER who owns the rights to, DERIVATIVE PRODUCTS shall endeavour to mention that such DERIVATIVE PRODUCTS have been produced from Pléiades 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.
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- 4.4. 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.

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5.1. This License shall remain in force for the duration of copyright protection., In addition to all other remedies to which it may be entitled under this License Agreement or at law, AIRBUS DS can terminate immediately this License Agreement by 15 days prior notice in writing after stays silent without the written response of the USER if the USER breaches any provision of this License 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 license unless it has obtained CNES and AIRBUS DS prior written consent.

5.3 This License 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:

(Handwritten signature)

Official stamp