



Pléiades Neo licence

NON-EXCLUSIVE LICENSE AGREEMENT FOR THE USE OF Pléiades Neo SATELLITE PRODUCTS

By performing any of the following acts, the END USER signifies acceptance of the terms of this End User License Agreement ("the License"): (a) acceptance in whole or in part of the quotation corresponding to the supply of the PRODUCT; (b) opening the packaging of the PRODUCT; (c) downloading, installing, or manipulating the PRODUCT on any computer; (d) payment of all or part of the PRODUCT; (e) making any DERIVATIVE WORKS available; (f) degrading or destroying the PRODUCT; (g) retaining the PRODUCT for more than 7 days following its receipt.

The Licence is entered into by AIRBUS DS and the END-USER.

ARTICLE 1 - DEFINITIONS

« AIRBUS DS » : means Airbus Defence and Space SAS

« EXTRACT » : means an extract of a PRODUCT or VAP corresponding to:

- i. an extract of a maximum of 2048 x 2048 pixels, or
- ii. the sub-extract (ratio 32 relative to the original PAN or ratio 8 relative to the original XS) of the original image of the PRODUCT, if provided with the PRODUCT (preview file).

« IMAGE » : means the Pléiades Neo satellite image provided by AIRBUS DS to the END USER.

« PRODUCT » : means the part of the IMAGE relating to the AREA OF INTEREST.

“VALUE ADDED PRODUCT” or “VAP”:: means any product developed by the END-USER which contains imagery data from the PRODUCT that has been significantly modified through technical manipulations and/or addition of other data). By express exception, any Digital Elevation Model or Digital Terrain Model derived in any form whatsoever from a PRODUCT shall always be considered as a VAP.

“DERIVATIVE WORKS” or “DW”: means any derivative of the PRODUCT developed by the END-USER, which does not contain any imagery data from the PRODUCT and is irreversible and uncoupled from the PRODUCT. By express exception, any Digital Elevation Model or Digital Terrain Model derived in any form whatsoever from a PRODUCT shall never be considered as DERIVATIVE WORKS.

« END USER »: means the person, the legal commercial business entity, or the government agency, which has accepted this Licence to be supplied with the PRODUCT. A legal commercial business entity includes its possible offices and branches in its country of residence. Except upon AIRBUS DS' prior agreement in writing, a government entity is limited to the entity located at the address where the PRODUCT is supplied.

“AFFILIATED END-USER”: means any legal commercial business entity or government agency engaged in a joint project with the END-USER (including but not limited to joint venture agreements, teaming agreements, or consortium agreements), as detailed by the END-USER to AIRBUS DS in the order confirmation and accepted in writing by AIRBUS DS. A legal commercial business entity includes its possible offices and branches in its country of residence. Except upon AIRBUS DS' prior agreement in writing, a government entity is limited to the entity located at the address where the PRODUCT is supplied.

“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 larger than the AREA OF INTEREST.

ARTICLE 2 - LICENCE

The rights defined below (with the exception of those defined in paragraphs (a) and (b)) are granted solely for data relating to the AREA OF INTEREST. Thus, no right (with the exception of those defined in paragraphs (a) and (b)) is granted to the END USER on the data of the part of the IMAGE not concerning the AREA OF INTEREST.

2.1 Permitted Uses

The END-USER is hereby granted by AIRBUS DS a limited, non-exclusive, non-transferable Licence to use the PRODUCT allowing:

- a) to make an unlimited number of copies of the PRODUCT for the Permitted Uses defined by this Article 2.1;
- b) to install the PRODUCT on as many personal computers as necessary in its premises, including on an internal computer network (expressly excluding the Internet network, except under the conditions provided for in paragraph (g) below) for the Permitted Uses as defined by this Article 2.1;

- c) to use the PRODUCT for its own internal needs;
- d) to change or modify the PRODUCT in order to produce VAPs and/or DERIVATIVE WORKS;
- e) to use any VAP for its own internal needs;
- f) to make the PRODUCT and/or any VAP available to the contractors and consultants of the END USER, who will use them exclusively on behalf of the END USER, and provided that said contractors and consultants have committed in advance and in writing (I) to be bound by the same usage restrictions as the END USER, and (II) to return the PRODUCT and the VAP to the END USER and to keep no copy thereof, once the work of the contractor or consultant is completed. By express exception, it is prohibited to make any 3D PRODUCT and VAP derived therefrom available to a third party, unless prior written agreement of AIRBUS DS;
- g) to post an EXTRACT on a website in an internet-compatible image format (without the associated metadata), with readable mention of the credits reproduced in Article 3.4. The posting of this EXTRACT will be used solely for promotional purposes of the END USER's activity; it may in no case allow the download of the EXTRACT presented, nor allow a third party to access the PRODUCT or the VAP as a standalone file, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer said EXTRACT. Before any posting, the END USER will inform AIRBUS DS by specifying the URL address used at the following address: intelligence-services@airbus.com ;
- h) to print an EXTRACT and distribute it for promotional purposes only. On the printed EXTRACT, the credits reproduced in Article 3.4 must appear in a readable manner written in full;
- i) to freely use and distribute the DERIVATIVE WORKS; and
- j) to share the PRODUCT and/or any VAP with any AFFILIATED END USER as part of a Joint Project subject to the following cumulative provisions:
 - 1. the END USER must have notified in the order to AIRBUS DS:
 - a. the name, legal form, physical address of each AFFILIATED END USER;
 - b. the details of the Joint Project for which the END USER and the AFFILIATED END USERS cooperate and for which the PRODUCT is ordered;
 - 2. the END USER will conclude with each AFFILIATED END USER an agreement whereby:
 - a. each AFFILIATED END USER will be granted the rights defined in paragraphs (a) to (i) above;
 - b. the terms and conditions of this agreement must in no case be less protective for AIRBUS DS and the respective rights of the licensing parties than the provisions stipulated in the present License; and
 - 3. 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 from any liability in this regard.

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

2.2 Prohibited Uses

The END USER acknowledges and accepts that the PRODUCT is and remains the property of AIRBUS DS, that it contains information belonging to AIRBUS DS and that it is therefore provided to the END USER on a confidential basis.

The END USER shall refrain and ensure that any AFFILIATED END USER or any contractor or consultant engaged in accordance with the provisions of Article 2.1(f) refrain from:

- a) any sale or rental of any PRODUCT or VAP;
- b) any modification or deletion of the copyright or ownership notices appearing in or on the PRODUCTS;
- c) any use of a PRODUCT or an EXTRACT as part of a comparative analysis (such as benchmarking);
- d) any action not expressly authorized in Article 2.1.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

1. AIRBUS DS warrants that it holds the rights of distribution and sale of data from the Pléiades Neo satellites.
2. The PRODUCT is protected by French and international laws on intellectual property and in particular copyright.
3. The PRODUCT and the satellite imagery data contained therein are further protected by articles L.341-1 to 343-7 of the French Code of Intellectual Property Law as amended by the statute of 1 July 1998 relative to database copyright, and by similar statutes in European countries that have incorporated EU Directive n°96/9 of 11 March 1996 on database copyright into their laws.
4. The PRODUCT, VAP and/or EXTRACT, when printed or displayed in accordance with Article 2.1, shall include conspicuously displayed the following credit : "© AIRBUS DS (year of acquisition)".

ARTICLE 4 – WARRANTY - LIABILITY

1. Warranty. AIRBUS DS warrants that it has sufficient ownership rights in the PRODUCT to make it available to the END-USER under the terms of this Licence.
2. The PRODUCT is complex; AIRBUS DS does not warrant that the PRODUCT is free of bugs, errors, defects or omissions, and that

operation of the PRODUCT will be error-free or uninterrupted or that any issues will be corrected. It does not warrant that the PRODUCT shall meet the END-USER's and/or AFFILIATED END-USER(s)'s requirements or expectations, or shall be fit for the END-USER's and/or AFFILIATED END-USER(s)'s intended purposes. There are no express or implied warranties of fitness or merchantability given in connection with the use of the PRODUCT or any other warranty. AIRBUS DS disclaims all other warranties or liabilities not expressly provided in Article 4.1 and 4.2.

3. In the event that the PRODUCT delivered directly by AIRBUS DS is substantially different from the technical specifications applicable to the ordered PRODUCT or from the ordered area of interest or if the medium on 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 concerned PRODUCT or refund the price paid by the END USER for the PRODUCT. Any claim will be notified to AIRBUS DS within seven (7) calendar days following the delivery of the PRODUCT by AIRBUS DS. After this period, the PRODUCT will be considered to comply with the specifications and unconditionally and irrevocably accepted by the END USER.
4. In no event shall AIRBUS DS, nor its licensors, be liable for any claim, damage or loss incurred by the END-USER and/or AFFILIATED END-USER(s), including without limitation indirect, compensatory, consequential, incidental, special or punitive damages arising out of the use of or inability to use the PRODUCT, and shall not be subject to legal action in this respect. The financial cumulative liability of AIRBUS DS and its licensors shall in any case not exceed the fees paid by END-USER for the PRODUCT(s) giving rise to the claim.

ARTICLE 5 -MISCELLANEOUS

1. The End User License Agreement is granted for the entire duration of the protection granted by French intellectual property law attached to the PRODUCT(S). In addition to all other measures to which it is entitled under the License or by law, AIRBUS DS may immediately terminate the present License by notifying in writing the END USER or any AFFILIATED END USER if the latter breaches any of the clauses of the present License. In this case, the END USER may not claim any refund or compensation. Upon termination, the END USER must return the PRODUCTS and the VAPs to AIRBUS DS.
2. The END USER shall not assign, in whole or in part, the License without having received the prior written agreement of AIRBUS DS.
3. If one of the clauses of the present License is declared null or unenforceable, the other clauses of the present License shall remain applicable.
4. The License is governed by French law. All disputes shall be submitted to the jurisdiction of the courts of Toulouse, France.

Date:

Place:

END USER name:

END USER representative (Name & Title):

END USER stamp: