

**STANDARD LICENSE****NON-EXCLUSIVE LICENSE TO USE PLÉIADES SATELLITE PRODUCTS**

This EULA is entered into by and between the END-USER and AIRBUS DS.

**ARTICLE 1 – DEFINITIONS**

“**AFFILIATED END-USER**”: means any legal commercial business 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, public department ...), it shall be deemed to be only such part of the government agency as located at the address to which the PRODUCT is supplied.

“**AIRBUS DS**”: means Airbus DS Geo Inc.

“**AREA OF INTEREST**”: means the geographical part selected by the END-USER, for which the END-USER is hereby granted rights under the EULA. AIRBUS DS may supply to the END-USER an IMAGERY with a footprint larger than the AREA OF INTEREST.

“**DERIVATIVE WORKS**”: means any derivative product or information developed by the END-USER from the PRODUCT, which does not contain any imagery data from the PRODUCT and is irreversible and uncoupled from the source imagery data of the PRODUCT. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model (in any form whatsoever, i.e. database for instance) derived from a PRODUCT shall never be considered as DERIVATIVE WORKS.

“**END-USER**”: an Ordering Activity, an entity entitled to order under GSA Multiple Award Schedule (MAS) contracts as defined in GSA Order OGP 4800.2I, as may be revised from time to time.

“**EXTRACT**”: means an extract of a PRODUCT or VAP which may consist of :

- (i) an extract in full resolution covering a geographical area of 500x500 meters maximum;
- (ii) an extract of 1024 x1024 pixels maximum; or
- (iii) if supplied with the PRODUCT (Preview file) by AIRBUS DS, the sub-sample (ratio 32 toward original PAN (8 toward original XS)) of the original image of the PRODUCT.

“**IMAGERY**”: means the PLÉIADES satellite imagery provided by AIRBUS DS to the END-USER.

“**PRODUCT**”: means the part of the IMAGERY related to the AREA OF INTEREST.

“**VAP**”: means any product developed by the END-USER, which contains imagery data from the PRODUCT, and resulting in a significant modification of the PRODUCT, through technical manipulations and/or addition of other data. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model derived from a PRODUCT shall always be considered as a VAP.

**ARTICLE 2 – LICENSE**

The rights described below (except referred to in paragraphs (a) and (b)) are granted with respect to the AREA OF INTEREST only. Therefore, no right (except referred to in paragraphs (a) and (b)) is hereby granted to the END-USER on any part of the IMAGERY out of the AREA OF INTEREST.

**2.1 Permitted Uses**

The END-USER is hereby granted by AIRBUS DS a limited, non-exclusive, non-transferable, license:

- (a) to make an unlimited number of copies of the PRODUCT for the Permitted Uses specified in this Article 2.1;
  - (b) to install the 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 (g) below) for the Permitted Uses specified in this Article 2.1;
  - (c) ) to use the PRODUCT for its own internal needs;
  - (d) to alter or modify the PRODUCT to produce VAPs and/or DERIVATIVE WORKS;
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- (e) to use any VAP for its own internal needs;
  - (f) to make available the PRODUCT and/or any VAP to contractors and consultants, only for use on behalf of the ENDUSER, subject to such contractors and consultants agreeing in writing, in advance, (I) to be bound by the same limitations on use as applicable to the END-USER, and (II) to return the PRODUCT and VAP to END-USER, and to keep no copy thereof, upon completion of the contracting or consulting engagement;
  - (g) to post one EXTRACT of any PRODUCT on an internet site, in an internet-compatible image format (without associated metadata), with the following credit conspicuously displayed: "includes material © CNES \_ (year of production), Distribution Airbus DS Geo SA / Airbus DS Geo Inc., all rights reserved" written in full. The posting of such EXTRACT shall be used for END-USER's activity promotion purpose only, and may in no event allow downloading of the EXTRACT posted or allow a third party to access to the PRODUCT or VAP as a standalone file, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer such EXTRACT.
- Prior to any posting, the END-USER shall inform AIRBUS DS, specifying the URL address used by END-USER: [solutions@astrium-geo.com](mailto:solutions@astrium-geo.com);
- (h) to print one EXTRACT of a PRODUCT, and to distribute such print for promotion purposes only. Such print shall include the following credit conspicuously displayed: "includes material © CNES \_ (year of production), Distribution Airbus DS Geo SA / Airbus DS Geo Inc., all rights reserved" written in full;
  - (i) to freely use and distribute DERIVATIVE WORKS.
  - (j) to share the PRODUCT and/or any VAP with AFFILIATED END-USERS in the frame of a Joint Project, subject to the following cumulative conditions:
    - (I) END-USER shall have detailed in the order form accepted by AIRBUS DS:
      - the entity name and country of each AFFILIATED END-USER; and
      - the details of the Joint Project in which the END-USER and the AFFILIATED END-USERS are cooperating and for which the PRODUCT is ordered; and
    - (II) the END-USER shall sign with each AFFILIATED END-USER an agreement under which;
      - Each AFFILIATED END-USER may be granted the rights provided under paragraph a) to i) above; and
      - the terms and conditions of such agreement shall in no event be less protective to AIRBUS DS and its licensor respective rights than the provisions of this EULA.
    - (III) the END-USER shall cause each AFFILIATED END-USER to comply with the provisions and restrictions provided in the present EULA.
- All rights not expressly granted by AIRBUS DS under the present Article 2.1 are hereby retained by AIRBUS DS.

## 2.2 Prohibited Uses

- The END-USER recognizes and agrees that the PRODUCT is and shall remain the property of AIRBUS DS and/ or its licensor, and contains proprietary information of AIRBUS DS and thus is provided to the END-USER on a confidential basis. The END-USER shall not, and shall cause any contractor or consultant engaged as per the provisions of Article 2.1(f) and AFFILIATED END-USERS not to, do any of the following:
- (a) sell, rent and/or lease the PRODUCTS and/or VAPs;
  - (b) distribute and/or transfer any PRODUCT and/or EXTRACT to any third party in the frame or for competitive analysis (such as benchmarking).
  - (c) do anything not expressly authorized under Article 2.1; and
  - (d) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCTS.

## ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

- 3.1** The satellite imagery data contained in the PRODUCT are the property of Centre National d'Etudes Spatiales (CNES), France.
- 3.2** The PRODUCT is protected by French and international copyright laws.
- 3.3** In addition, the PRODUCT and the satellite imagery data contained therein are protected by articles L 341-1 to 343-4 of the French Code of Intellectual Property Law as amended by the statute of 1 July 1998, relative to database copyright and to similar statutes in European countries that have incorporated EU Directive n° 96/9 of 11 March 1996 on database copyright into their laws.

## ARTICLE 4 – WARRANTY – LIABILITY

- 4.1** AIRBUS DS warrants that it has sufficient ownership rights in the PRODUCT to make the PRODUCT available to the END-USER under the terms thereof.
- 4.2** 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 nor that all nonconformities will or can be corrected. It does not warrant that the PRODUCT shall meet the END-USER's requirements or expectations, or shall be fit for the END-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 PRODUCT. AIRBUS DS disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2. In case the PRODUCT delivered directly by AIRBUS DS does not conform to the applicable technical specifications of the PRODUCT ordered or to the ordered area of interest or if the medium on which the PRODUCT is supplied by AIRBUS DS to the END-USER is deficient, as demonstrated by the END-USER and accepted by AIRBUS DS, AIRBUS DS shall, at its sole

discretion and subject to prior return of the PRODUCT and all copies thereof to AIRBUS DS, either replace the defective PRODUCT or refund the price paid by the END-USER for the PRODUCT. This clause does not limit or disclaim any of the warranties specified in the GSA MAS contract under GSAR 552.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

Any such claim for replacement shall be notified to AIRBUS DS within thirty (30) calendar days after delivery of the PRODUCT by AIRBUS DS. After this period, the PRODUCT shall be considered as being compliant with the specifications and accepted by the END-USER.

**4.3** In no event shall AIRBUS DS, nor anybody having contributed to development and/or production and/or delivery of the PRODUCT, be liable for any claim, damage or loss incurred by the END-USER and AFFILIATED END-USERS, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary 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 of anybody having contributed to developing and/or production and/or delivery of the PRODUCT shall not in any case exceed the price paid by the END-USER to AIRBUS DS to order the PRODUCT. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA MAS contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

## **ARTICLE 5 – MISCELLANEOUS**

**5.1** This End-User License Agreement shall run for an unlimited term.

**5.2** The END-USER shall not transfer part or all of this EULA unless it has obtained AIRBUS DS' prior written consent.

**5.3** In the event that any provision of this EULA is declared invalid or unenforceable, the remaining provisions of this EULA shall be applicable.

**5.4** This End-User License Agreement is governed by the laws of the United States of America.