

STANDARD LICENSE**NON-EXCLUSIVE LICENSE TO USE SPOTMAPS 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, except upon AIRBUS DS' prior agreement in writing.

"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.

"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 4800.21, as may be revised from time to time.

"EXTRACT": means an extract of a PRODUCT or VAP which may consist of:

- (i) An extract of 1024 x 1024 pixels maximum; or
- (ii) 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.

"PRODUCT": means the part of the SPOTMAPS IMAGERY related to the AREA OF INTEREST.

"SPOTMAPS IMAGERY": means the mosaic of SPOT satellite ortho-rectified imagery, in pseudo natural colours, with a 2.5 m or 1.5 m resolution, as the case may be, covering some parts of the world.

"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

AIRBUS DS may supply to the END-USER a digital product with a footprint larger than the AREA OF INTEREST. Notwithstanding the supply of such additional data, 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 SPOTMAPS 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 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 under paragraphs (b) to (i) below;

- (b) to make a maximum of ten (10) copies for (I) installation of the PRODUCT as per paragraph (a) above and (II) archiving and back-up purposes;
- (c) to use the PRODUCT for its own internal needs;
- (d) to alter or modify the PRODUCT to produce VAPs and/or DERIVATIVE WORKS;
- (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 END-USER, 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 or VAP on an internet site, in an internet-compatible image format (without associated metadata), with the credits mentioned in 3.4 conspicuously displayed.
The posting of such an EXTRACT shall be used for END-USER activity promotion purposes only (and only if such activity and/or promotion do not relate to the provision of online mapping and location-based services), and may in no event allow downloading of the EXTRACT posted, 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: contact@astrium-geo.com;
- (h) to print any EXTRACT, of a PRODUCT or a VAP, and to distribute such print for promotion purposes only. Such print shall include the credits as stand for in 3.4 conspicuously displayed.
- (i) to freely use and distribute DERIVATIVE WORKS;
- (j) to share the PRODUCT and/or any VAP with AFFILIATED END-USERS in the framework of a Joint Project, subject to the following cumulative conditions:
- the END-USER shall have detailed in the order form accepted by AIRBUS DS :
 - the name, legal structure, site address of each AFFILIATED END-USER;
 - 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;
 - 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;
 - the terms and conditions of such agreement shall in no event be less protective to AIRBUS DS and its licensor's respective rights than the provisions of this EULA; and
 - the END-USER shall guarantee that each AFFILIATED END-USER complies 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 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 guarantee that any contractor or consultant engaged as per the provisions of Article 2.1(f) or any AFFILIATED END-USER does not:

- (a) sell, rent or lease any PRODUCT or VAP;
- (b) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT;
- (c) use a PRODUCT or an EXTRACT in the framework of competitive analysis (such as benchmarking); or
- (d) do anything not expressly permitted under Article 2.1.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

3.1 The data contained in the PRODUCT are the property of:

- Centre National d'Études Spatiales (CNES) for SPOT 1 to 5 satellites imagery data;
- Airbus DS Geo SA for SPOT 6 and 7 satellites imagery data.

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.

3.4 The PRODUCT, VAP and/or EXTRACT, when displayed and/or printed in accordance with the Permitted Uses specified in Article 2.1 shall include the AIRBUS DS logo and the following credits conspicuously displayed:

- For SPOT 1 to 5 imagery data: "© CNES (year of acquisition), Distribution Airbus DS"
- For SPOT 6 and 7 imagery data: "© Airbus DS"

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 non-conformities 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 not expressly provided in Articles 4.1 and 4.2. In case 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 replace said medium. 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 is limited to distribution of the PRODUCT and shall not in any case exceed the price paid by the END-USER to purchase 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 without 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.