

STANDARD LICENCE**NON-EXCLUSIVE LICENCE TO USE PLEIADES AND SPOT SATELLITE PRODUCT**

The LICENSEE accepts and agrees to be bound by the terms of this licence agreement (the "LICENCE") by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of the PRODUCT; (b) breaking the seal on the package containing the PRODUCT; (c) downloading or installing or manipulating the PRODUCT on any computer; (d) paying in whole or in part for the PRODUCT; (e) making available any DERIVATIVE WORKS; (f) damaging or destroying the PRODUCT; (g) retaining the PRODUCT for more than 7 days following receipt thereof.

This LICENCE is entered into by and between the LICENSEE and AIRBUS DS, an entity of AIRBUS group.

ARTICLE 1 - DEFINITIONS

"LICENSEE'S AFFILIATE": means any legal commercial business entity or government agency engaged in a Joint Project with the LICENSEE, as identified by the LICENSEE to AIRBUS DS and accepted in writing by AIRBUS DS in the order confirmation. When LICENSEE'S AFFILIATE 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 SA.

"AREA OF INTEREST": means the geographical part selected by the LICENSEE, for which the LICENSEE is hereby granted rights under the LICENCE. AIRBUS DS may supply to the LICENSEE an IMAGERY with a footprint larger than the AREA OF INTEREST.

"DERIVATIVE WORKS": means any derivative product or information developed by the LICENSEE 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.

"LICENSEE": means either the person, acting in his own name, or the legal commercial business entity, including its possible offices and branches in its country of residence, or the government agency, which is supplied with the PRODUCT and accepts this LICENCE. When the PRODUCT is supplied to a government entity (civil agency, public department, ...), the LICENSEE shall be deemed to be only such part of the government entity as located at the address to which the PRODUCT is supplied, except upon AIRBUS DS prior agreement in writing.

"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.

"IMAGERY": means the PLÉIADES and SPOT satellite imagery provided by AIRBUS DS to the LICENSEE.

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

"VAP": means any product developed by the LICENSEE, 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 - LICENCE

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 LICENSEE on any part of the IMAGERY out of the AREA OF INTEREST.

2.1 Permitted Uses

The LICENSEE is hereby granted by AIRBUS DS a limited, non-exclusive, non-transferable, licence:

- (a) to make an unlimited number of copies of the PRODUCT for the Permitted Uses specified in this Article 2.1;

Airbus DS Geo SA

Société anonyme (325 089 589 R.C.S. Toulouse) with share capital of 18 022 949 €
Registered office: 5 rue des Satellites – 31400 TOULOUSE – FRANCE
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- (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 VAP 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 contractors and consultants, only for use on behalf of the LICENSEE, 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 LICENSEE, and (II) to return the PRODUCT and VAP to LICENSEE, and to keep no copy thereof, upon completion of the contracting or consulting engagement. By express exception, 3D PRODUCT and related VAP provided by AIRBUS DS shall not be made available to any third party without AIRBUS DS' prior written consent;
- (g) to post one EXTRACT on an Internet site, in an Internet-compatible image format (without associated metadata), with the credit mentioned in 3.4 conspicuously displayed.
The posting of such EXTRACT shall be used for LICENSEE's promotion purposes only, and may in no event allow downloading of the EXTRACT posted or allow a third party to access the PRODUCT or VAP as a stand alone file, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer such EXTRACT.
Prior to any posting, the LICENSEE shall inform AIRBUS DS, specifying the URL used by LICENSEE: intelligence-services@airbus.com;
- (h) to print one EXTRACT, and to distribute such print for promotion purposes only. Such print shall include the credit as stand for in 3.4 conspicuously displayed;
- (i) to freely use and distribute DERIVATIVE WORKS; and
- (j) to share the PRODUCT and/or any VAP with LICENSEE'S AFFILIATE in the framework of a Joint Project, subject to the following cumulative conditions:
- the LICENSEE shall have detailed in the order form accepted by AIRBUS DS:
 - the name, legal structure, site address of each LICENSEE'S AFFILIATE;
 - the details of the Joint Project in which the LICENSEE and the LICENSEE'S AFFILIATE are cooperating and for which the PRODUCT is ordered;
 - the END-USER shall sign with each LICENSEE'S AFFILIATE an agreement under which;
 - Each LICENSEE'S AFFILIATE 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 LICENCE; and
 - the LICENSEE shall guarantee that each LICENSEE'S AFFILIATE complies with the provisions and restrictions provided in the present LICENCE, and shall indemnify and hold AIRBUS DS harmless in connection thereto.

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 LICENSEE 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 LICENSEE on a confidential basis.

The LICENSEE shall not, and shall guarantee that any contractor or consultant engaged as per the provisions of Article 2.1(f) or any LICENSEE'S AFFILIATE 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 satellite imagery data contained in the PRODUCT are the property of:

- Centre National d'Études Spatiales (CNES), France for PLÉADIES and for SPOT 1 to 5 satellites imagery data;
- Airbus DS 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 343-7 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 credit conspicuously displayed:

Airbus DS Geo SA

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- For PLÉIADES imagery data: “© CNES (year of acquisition), Distribution AIRBUS DS”;
- For SPOT 1 to 5 imagery data: “© CNES (year of acquisition), Distribution Airbus DS / Spot Image” ;
- For SPOT 6 and 7 imagery data: “© Airbus DS/Spot Image (year of acquisition)”.

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 LICENSEE under the terms hereof.

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 LICENSEE’s requirements or expectations, or shall be fit for the LICENSEE’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 is substantially different from the applicable technical specifications of the PRODUCT ordered or from the ordered area of interest or if the medium on which the PRODUCT is supplied by AIRBUS DS to the LICENSEE is defective, as demonstrated by the LICENSEE 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 concerned PRODUCT or refund the price paid by the LICENSEE for the PRODUCT. Any such claim shall be notified to AIRBUS DS within seven (7) 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 unconditionally and irrevocably accepted by the LICENSEE.

4.3 In no event shall AIRBUS DS, nor anybody having contributed to the development and/or production and/or delivery of the PRODUCT, be liable for any claim, damage or loss incurred by the LICENSEE and LICENSEE’S AFFILIATE, 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 the development and/or production and/or delivery of the PRODUCT shall not in any case exceed the price paid by the LICENSEE to AIRBUS DS for the PRODUCT from which such loss or damage directly arose.

ARTICLE 5 – MISCELLANEOUS

5.1 This LICENCE shall run for an unlimited term. AIRBUS DS may, in addition to all other remedies to which it may be entitled under this LICENCE or at law, terminate immediately this LICENCE by notice in writing if the LICENSEE or any LICENSEE’S AFFILIATE breaches any provision hereof. The LICENSEE shall have no claim to any kind of refund in this case. Upon termination, the LICENSEE shall return to AIRBUS DS all the PRODUCT and VAP.

5.2 The LICENSEE shall not transfer part or all of this LICENCE unless it has obtained AIRBUS DS’ prior written consent.

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

5.4 This LICENCE is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.

(Date)

(Name of the representative of the LICENSEE)

(Title of the representative of the LICENSEE)

(Name of the organization of the LICENSEE)

(Signature of the representative of the LICENSEE)

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