



## NON EXCLUSIVE LICENCE TO USE FORMOSAT - 2 SATELLITE PRODUCTS

The USER accepts and agrees to be bound by the terms of this User Licence Agreement (“ULA”) by doing any of the following: (a) having access to the PRODUCT via the SATDP; (b) downloading and/or installing and/or manipulating the PRODUCT on any computer; (c) making available any VAP or DERIVATIVE WORKS.

This ULA is entered into by and between the USER and Spot Image S.A (“Astrium GEO-Information Services”), an entity of Astrium Group.

### ARTICLE 1 - DEFINITIONS

“**END-USER**”: means any legal entity (i) incorporated and organized under Dutch Law and who has been granted by USER a licence to use the VAP as per Article 2.1 (g) below.

“**DERIVATIVE WORKS**”: means any derivative product or information developed by the 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.

“**USER**”: means any legal entity (i) incorporated and organized under Dutch Law and whose registered office is in Netherlands and (ii) whose registration on SATDP has been approved by Netherlands Space Office.

“**NSPO**”: means the **N**ational **S**pace **O**rganization, a non-profit organization supported and funded by the Republic of China.

“**PRODUCT**”: means the FORMOSAT-2 satellite product(s) supplied by Spot Image to the USER via SATDP.

“**SATDP**”: the web interface which allows USER to have access to the PRODUCT as per this ULA.

“**VAP**”: means any product developed by the 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 - LICENCE

#### 2.1 Permitted Uses

The USER is hereby granted by Spot Image a limited, non-exclusive, non transferable, licence:

- (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) for the Permitted Uses specified in this Article 2.1;
- (b) to make a maximum of ten (10) copies for (I) installation of the PRODUCT 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;
- (e) to use any VAP for its own internal needs;
- (f) to freely use and distribute DERIVATIVE WORKS. Notwithstanding the foregoing, the USER shall not be entitled to sell, distribute, assign, dispose of, lease, sublicense or transfer, directly or indirectly, any DERIVATIVE WORKS to any third party established, incorporated or located in the territories of the Republic of China and/or the Mainland China. Before any sale, distribution, assignment, lease or transfer of any DERIVATIVE WORKS, the USER shall obtain from his customer the written commitment to comply with this restriction, and shall obtain from him that it be passed on to any and all users of the DERIVATIVE WORKS.
- (g) to sublicense the right to use VAP to any END-USER, subject to the following cumulative conditions:
  - (I) the USER shall sign with each END-USER an agreement under which:
    - each END-USER shall be granted the right to use the VAP exclusively for its internal needs; and
    - the terms and conditions of such agreement shall in no event be less protective to Astrium GEO-Information Services and its licensor respective rights than the provisions of this ULA.
  - (II) the USER shall cause each END-USER to comply with the provisions and restrictions provided in the present ULA, and shall indemnify and hold Astrium GEO-Information Services harmless in connection thereto.

(III) the following copyright shall be conspicuously displayed on each VAP: "contain material © NSPO 20.. (year of production) Distribution Astrium Services/ Spot Image S.A., all rights reserved"

All rights not expressly granted by Astrium GEO-Information Services under the present Article 2.1 are hereby retained by Astrium GEO-Information Services.

## 2.2 Prohibited Uses

The USER recognizes and agrees that the PRODUCT is and shall remain the property of NSPO, and contains proprietary information of NSPO of Astrium GEO-Information Services and thus is provided to the USER on a confidential basis.

The USER shall not, and shall cause any END-USER not to, do any of the following:

- (a) sell, distribute, assign, dispose of, sublicense and/or lease the PRODUCTS and/or PVAs (except as authorised under 2.1.g);
- (b) do anything not expressly authorized under Article 2.1; and
- (c) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCTS and/or PVAs.

## ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

**3.1** The satellite imagery data contained in the PRODUCT are the property of NSPO, Republic of China.

**3.2** The PRODUCT is protected by Republic of China and international copyright laws.

## ARTICLE 4 – WARRANTY - LIABILITY

**4.1** Spot Image warrants that it has sufficient distribution rights to make the PRODUCT available to the USER under the terms thereof.

**4.2** The PRODUCT is complex; neither NSPO, nor Astrium GEO-Information Services warrants 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. They do not warrant that the PRODUCT shall meet the USER's requirements or expectations, or shall be fit for the 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. NSPO and Astrium GEO-Information Services disclaim all other warranties not expressly provided in Articles 4.1.

**4.3** In no event shall NSPO, nor Astrium GEO-Information Services, 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 USER and/or END-USER, 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 NSPO and Spot Image 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 to Astrium GEO-Information Services to order the PRODUCT provided to USER under this ULA.

## ARTICLE 5 – MISCELLANEOUS

**5.1** This User Licence Agreement shall run for an unlimited term. NSPO and/or Spot Image may, in addition to all other remedies to which it may be entitled under this ULA or at law, terminate this ULA without notice if the USER and/or END-USER breach any provision of this ULA. The USER shall have no claim to any kind of refund in this case. Upon termination, the USER shall cease the use of the PRODUCTS and VAPs.

**5.2** The USER shall not transfer part or all of this ULA without Spot Image's prior written consent.

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

**5.4** This User Licence Agreement is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.