

USER LICENSE AGREEMENT

NON EXCLUSIVE LICENCE TO USE SPOT-6 / SPOT-7 SATELLITE PRODUCTS

INTRODUCTION:

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.

ARTICLE 1 - DEFINITIONS

“**END-USER**”: means any legal entity (i) incorporated and organized under Dutch Law and who has been granted by USER a license 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 the 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.

“**PRODUCT**”: means the Spot-6 and/or Spot 7 satellite product(s) supplied by Airbus DS to the USER via SATDP.

“**SATDP**”: means 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 Airbus DS 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 of the PRODUCT for the installation of the PRODUCT for the Permitted Uses specified in this Article 2.1;
- (c) to use the PRODUCT for its own needs;
- (d) to alter or modify the PRODUCT to produce VAPs and/or DERIVATIVE WORKS;

- (e) to distribute VAPs to other USERS;
- (f) to post any EXTRACT of VAPs, on an Internet site, in an internet-compatible image format (without associated metadata), with the following credit conspicuously displayed: "includes material © Airbus DS (year appearing on the PRODUCT delivered by Airbus DS) all rights reserved", written in full. The posting of such EXTRACT shall be used for END-USER's promotion purposes only, and may allow downloading of the EXTRACT posted only to END-USERS.
- (g) to print any EXTRACT of VAPs and use such prints for promotion purposes only. Such print shall include the following credit conspicuously displayed: "includes material © Airbus DS (year appearing on the PRODUCT delivered by Airbus DS) all rights reserved" written in full;
- (h) to freely use and distribute DERIVATIVE WORKS;
- (i) 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 for its own needs, and to distribute it to any other END-USER; and
 - each END-USER shall be entitled to alter or modify the VAP, to produce other VAPs and / or DERIVATIVE WORKS;
 - the terms and conditions of such agreement shall in no event be less protective to Airbus DS 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 Airbus DS harmless in connection thereto.
 - (iii) the following copyright shall be conspicuously displayed on each VAP: "contain material © Airbus DS 20.. (year of production), all rights reserved".

All the rights above are granted under the conditions that no VAP is use, distributed, posted and / or share outside the national territory of the Netherlands.

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 USER recognizes and agrees that the PRODUCT is and shall remain the property of ,Airbus DS and is provided to the END-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 VAP (except as authorized under 2.1g);
- (b) do anything not expressly permitted under Article 2.1;
- (c) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT and / or VAP.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

3.1 The satellite imagery data contained in the PRODUCT are the property of Airbus DS.

3.2 The PRODUCT is protected by French and international copyright laws.

ARTICLE 4 – WARRANTY - LIABILITY

- 4.1** Airbus DS 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; Airbus 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 USER's and / or END-USER's requirements or expectations, or shall be fit for the USER's and / or 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.
- 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 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 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 to Airbus DS for the PRODUCT provided to USER under this ULA.

ARTICLE 5 – MISCELLANEOUS

- 5.1** This User License Agreement shall run for an unlimited term. Airbus DS may, in addition to all other remedies to which it may be entitled under this ULA or at law, terminate this ULA by notice in writing if the USER and / or END-USER breaches any provision of this ULA. The USER shall have no claim to any kind of refund in this case. Upon termination, the USER shall return to Airbus DS the PRODUCTS and VAPs.
- 5.2** The USER shall not transfer part or all of this ULA without Airbus DS' 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.

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