

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF RADAR PRODUCTS

1. Definitions

- 1.1. **Airbus DS:** means Airbus Defence and Space GmbH, registered at the District Court of Munich HRB 107 648. having its registered office at Ottobrunn, Germany and a VAT registration number DE167015661
- 1.2. **ACQUISITION:** means that part of the PRODUCT which will depend on a future satellite tasking over an AoI and during a certain observation period or on a specific date in the frame of TerraSAR-X or Radar Constellation (TerraSAR-X/PAZ) tasking services.
- 1.3. **Acceptance of Order or “AoO”:** refers to the information provided by AIRBUS DS to the CUSTOMER by Airbus DS Customer Service. The information contained in the AoO prevails over the information contained in the PURCHASE ORDER. The AoO provides the following information:
 - the AoI, coverage by the PRODUCT’s FOOTPRINT
 - the appropriate production/processing parameters,
 - the prices and payment conditions
 - the delivery terms and
 - the Conditions
 If there is an order for ACQUISITION, the AoO will also contain the appropriate programing/acquisition parameters.
- 1.4. **Archive Data:** means that part of the PRODUCT that is in the archive and not an ACQUISITION.
- 1.5. **Area of Interest or “AoI”:** means the geographical area selected by the CUSTOMER in the PURCHASE ORDER, which will be substituted by the Footprint and for which AIRBUS DS grants the CUSTOMER the rights defined in the applicable EULA.
- 1.6. **Binding Purchase Order or “BPO”:** means the PURCHASE ORDER including all subsequent correspondence and agreements between AIRBUS DS and the CUSTOMER, if any and in case the PURCHASE ORDER was placed via the Airbus DS Customer Service, the PURCHASE ORDER finally validated and accepted by the AoO sent by Airbus DS to the CUSTOMER.
- 1.7. **CUSTOMER:** means either the person acting in his own name or the legal entity which is supplied with the PRODUCT and accepts the EULA. When the PRODUCT is supplied to a public authority, the CUSTOMER shall be deemed to be only such part of the public authority as located at the address to which the PRODUCT is supplied, except upon prior written agreement from Airbus DS.
- 1.8. **EULA:** means the applicable licenses agreement that sets out the terms and conditions of use of the ordered PRODUCT by the CUSTOMER. The applicable Radar Imagery EULA(s) are available at the following web address: <https://www.intelligence-airbusds.com/legal/licences/>. Or upon request to the Airbus Customer Care Team
- 1.9. **Footprint:** The approximate area acquired and covered by the PRODUCT in concretization of the the geographical area selected by the CUSTOMER in the AoI.
- 1.10. **Product:** shall mean any satellite imagery product (ACQUISITION or ARCHIVE DATA) marketed by AIRBUS DS as defined in the AIRBUS DS Radar Constellation International Price List available on request at terrasar-x@airbus.com that is provided to the CUSTOMER by AIRBUS DS.
- 1.11. **Purchase Order:** means an order request fulfilling the requirements set out in Condition 3 for a PRODUCT placed by the CUSTOMER on AIRBUS DS via the WEBSITE not requiring any additional acceptance by AIRBUS DS or an order request placed by the CUSTOMER on AIRBUS DS via Airbus DS Customer Service requiring final acceptance by AIRBUS DS in an AoO.
- 1.12. **Tasking Proposal:** refers to the appropriate programing/acquisition parameters for ACQUISITION displayed on the WEBSITE or sent by AIRBUS DS to the CUSTOMER.
- 1.13. **Website:** means the AIRBUS online OneAtlas Radar Tasking & Archive portal (previously referred to as ‘Radar Portal’), accessed either through AIRBUS DS OneAtlas Platform or directly through the following web address: <https://radar.oneatlas.airbus.com/> (and any successor or related site designated by Airbus DS), as may be updated by Airbus DS from time to time.

2. General Provisions

Except in case of Airbus DS’ prior written agreement, all supplies of PRODUCTS shall be governed by these General Supply Conditions and the applicable EULA (the present General Supply Conditions and the applicable EULA being together referred to as the “Conditions”). If there is any conflict between the applicable EULA and these General Supply Conditions, the provisions of the applicable EULA shall prevail.

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The CUSTOMER accepts and agrees to be irrevocably bound by the terms of these Conditions by doing any of the following: (a) placing a PURCHASE ORDER through its personal account created on the WEBSITE or placing a PURCHASE ORDER with Airbus DS's Customer Care Team for the supply of a PRODUCT; (b) accepting, in whole or in part, a quotation for the supply of a PRODUCT incorporating these Conditions; (c) breaking the seal on the package containing a PRODUCT, if there is physical delivery of a PRODUCT; (d) downloading and/or installing and/or manipulating a PRODUCT on any computer; (e) paying in whole or in part for a PRODUCT; (f) retaining a PRODUCT for more than seven (7) days following receipt thereof.

These Conditions may be modified at any time by AIRBUS DS. The applicable version of the Conditions is the one available on the WEBSITE or upon request to Airbus DS Customer Care Team at the time the PURCHASE ORDER is placed by the CUSTOMER.

Any other terms and conditions that the CUSTOMER purports to impose or incorporate, or which are implied by custom, trade practice or course of dealing, shall be ineffective against AIRBUS DS. If a bespoke agreement concluded with the CUSTOMER for the PRODUCT expressly derogates from the Conditions, the remaining provisions of the Conditions shall remain in full force and effect to the extent that they do no conflict with such bespoke agreement.

3. ORDERING

3.1 General

The PURCHASE ORDER may be validly issued from CUSTOMER's personal account on the WEBSITE by either (i) filling the order form available on the WEBSITE and promptly submitting it online by clicking on the "Buy" button or (ii) by placing a PURCHASE ORDER to AIRBUS DS's Customer Care Team, as applicable. If the CUSTOMER fails to send the PURCHASE ORDER in time, the ACQUISITION will not be acquired. In such circumstances, the CUSTOMER shall submit a new request.

It is agreed, that in case of ordering on the Website by pressing the "Buy" button, no receipt confirmation of the BPO order will be sent by AIRBUS DS to the CUSTOMER.

Notwithstanding any purported clause to the contrary, issuance of a PURCHASE ORDER as described above shall be deemed to be the irrevocable acceptance by the CUSTOMER of the Conditions.

Any PURCHASE ORDER shall contain the following minimum information: the AoI and the CUSTOMER production parameters. If there is an order for an ACQUISITION, the PURCHASE ORDER shall contain in addition: the CUSTOMER programing parameters.

The PURCHASE ORDER is based either on the estimated PRODUCT availability information and the quotation on the WEBSITE described in the CUSTOMER's ordering basket (called 'Shopping Cart'), or if the PURCHASE ORDER was sent to AIRBUS DS's Customer Care Team based on a final quotation received from AIRBUS DS' Customer Care Team.

In the second case, the acceptance of the final quotation AoO shall constitute the final BINDING PURCHASE ORDER (BPO) and shall irrevocably bind the CUSTOMER to purchase the PRODUCT obtained in accordance with the provisions of the AoO. No modification or cancellation of the PURCHASE ORDER by the END USER shall be possible after the issuance of the AoO, unless otherwise stipulated in Condition 3.3.

3.2. Procedure for Ordering of a PRODUCT Requiring Additional Satellite Tasking (ACQUISITIONS)

AIRBUS DS is not obliged to accept a PURCHASE ORDER if it considers that the ACQUISITION is not reasonably practicable or permitted under the ACQUISITION conditions requested by the CUSTOMER.

In such circumstances, AIRBUS DS may in its absolute discretion submit a TASKING PROPOSAL to the CUSTOMER.

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If interacting directly with AIRBUS DS Customer Care, the CUSTOMER shall confirm in writing its acceptance or rejection of such a TASKING PROPOSAL by the latest date specified in the TASKING PROPOSAL.

Alternatively, if the CUSTOMER uses the WEBSITE, the CUSTOMER shall confirm its acceptance online by clicking on the "Buy" button. If the CUSTOMER fails to send its acceptance by the date specified in the TASKING PROPOSAL, a new TASKING PROPOSAL may be sent by AIRBUS DS in its absolute discretion, with new programming parameters.

Upon the CUSTOMER's acceptance of the TASKING PROPOSAL by the sending of a new PURCHASE ORDER, the ordering process as described in Condition 3.1 shall apply.

3.3. Modification and cancellation of BPO

Modification or cancellation of a BPO for ACQUISITIONS after the issuance of the AoO, (as applicable) shall follow the procedures and cancellation and modification fees as set out in the AIRBUS DS Radar Constellation International Price List available on request at terrasar-x@airbus.com. If the CUSTOMER requests modification or removal of terms contained in the BPO, the conditions and fees for modification or removal of terms shall be in accordance with the conditions set out in the BPO or these Conditions.

4. Delivery

4.1. General

The delivery conditions depend on the tasking mode and parameters ordered by the CUSTOMER in the PURCHASE ORDER and are indicative only. AIRBUS DS shall use its commercially reasonable efforts to task the ACQUISITION and deliver the PRODUCT to the CUSTOMER according to the delivery conditions confirmed by AIRBUS DS in the AoO.

Unless expressly agreed to the contrary in writing, Airbus DS shall make incremental/partial deliveries of the CUSTOMER PURCHASE ORDERS, to be separately invoiced and paid for when due. In the event of force majeure or other circumstances beyond Airbus DS's control, an indicative acquisition or delivery time shall be extended by the period of delay, plus a reasonable lead-time, if possible.

References to delivery time mean delivery "Ex Works" according to Incoterms 2020 for ftp delivery. Delivery will be made on-line, through ftp unless agreed otherwise by AIRBUS DS. Delivery time shall commence on receipt of all documentation, permits, clearances, specifications and other necessary support to be provided by the CUSTOMER.

Once the PRODUCT is ready for download from the designated site (ready for customer pick-up from the FTP pick-up point), an electronic message shall be sent automatically to the CUSTOMER to confirm the availability of the PRODUCT on the designated site and the deadline for the download of the ordered PRODUCT. That email will also include instructions on how to download the PRODUCT. Unless otherwise agreed, the CUSTOMER shall have a fixed period of five (5) days to download the PRODUCT. Afterwards the PRODUCT will be removed from the FTP pick-up point without further notice. All PRODUCTS made available to CUSTOMER via electronic delivery are deemed to be delivered when the notification email is sent by AIRBUS DS.

AIRBUS DS may, at the CUSTOMER's request, replace the copy of the available PRODUCT that has not been downloaded by the deadline back on the delivery site against an additional payment of three hundred (300) Euros for processing and management costs.

If the CUSTOMER is unable to download the PRODUCTS from the designated site due to an error by AIRBUS DS, the CUSTOMER must notify AIRBUS DS within five (5) calendar days and provide AIRBUS DS with a description of the error and the orders affected. If Airbus determines that the error was caused by AIRBUS DS, AIRBUS DS will, at its option either repost the affected Product to the site or deliver the Product to the CUSTOMER via DVD or external Hard Drive, at no additional cost to the CUSTOMER.

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It is the responsibility of the CUSTOMER to check, immediately after downloading the PRODUCT, that the content downloaded corresponds to the PRODUCT ordered and, if appropriate, to make any complaint in an email sent to AIRBUS DS at the following address within seven (7) days of the downloading: terrasar-x@airbus.com/.

4.2 PRODUCT not requiring additional satellite tasking (ARCHIVE DATA)

For a PRODUCT not requiring additional satellite tasking delivery terms shall be as follows, if not confirmed otherwise in the AoO, if any:

“Standard delivery” is less than seven (7) hours during working days and working hours i.e. from Monday to Friday excluding public holidays, from 9:00 a.m. to 17:00 p.m (CET) from the clicking on the “Buy” button on the Website or the sending of the AoO by AIRBUS DS to the CUSTOMER, considering nominal operations. In case of an overall high demand in ARCHIVE DATA, AIRBUS DS reserves the right to reasonably extend the standard delivery time.

4.3. Delivering of a PRODUCT requiring future satellite tasking (ACQUISITIONS)

Once an ACQUISITION has been obtained and processed, the delivery terms shall be as follows, if not confirmed otherwise in the AoO, if any:

- “Rapid Orbit” Delivery is one (1) to three (3) working days.
- “Science Orbit” Delivery is five (5) to seven (7) working days.
- “Near Real Time (Predicted Orbit)” Delivery is less than seven (7) hours.

Once an ACQUISITION has been obtained and processed and is ready for delivery (meaning ready for customer pick-up from the FTP pick-up point), an electronic message shall be sent automatically to the CUSTOMER to confirm the availability of the PRODUCT and the deadline for the download of the ordered PRODUCT.

4.4 Delay or failure to deliver

Should any of the PRODUCTS ordered be unobtainable for whatever reason (including, but not limited to satellite or ground segment failures and/or other actions of the Satellite/Ground Station Operators used for the acquisition of the data ordered or services which prevents AIRBUS DS to meet its contractual obligation and therefore not be delivered, shall exempt AIRBUS DS from its obligations. AIRBUS DS shall not be held liable for any losses incurred due to the unavailability of the PRODUCTS. If an invoice has already been issued, AIRBUS DS shall issue a credit note for the unobtainable products only.

Except in the case of a Force Majeure event as set out in Condition 12, and when no compensation is payable, should AIRBUS DS be unable to deliver a PRODUCT or to perform an ACQUISITION, the CUSTOMER shall be entitled only to such commercial compensation as set out in the BPO. Such compensation shall be the CUSTOMER’s sole remedy for any breach of these Conditions.

Delay in a delivery does not authorize the CUSTOMER to refuse the total or partial delivery of the PRODUCT or refuse to pay the agreed prices for the PRODUCT or claim for any indemnity, penalty or damages whatsoever subject to any compensation detailed on the WEBSITE. Time shall not be of the essence for the purpose of these Conditions.

5. Prices

5.1. Prices applicable for any PRODUCT are those defined in the BPO. Except as specifically set forth in an agreement or order confirmation, all fees are non –refundable.

Such prices are:

- “Ex-Works” (I.C.C. Incoterms ® 2020), exclusive of taxes for FTP delivery;
- “FCA” (I.C.C. Incoterms ® 2020), for delivery on a physical medium.

Risk in a PRODUCT shall be transferred to the CUSTOMER from the placing of the PRODUCT on the delivery server (as confirmed automatically by the electronic message referred in Condition 4.2 above) or, in the case of a supply on

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physical medium, the risk related to the medium shall be transferred as from the placing of the PRODUCT at the disposal of the first carrier.

5.2. Should the CUSTOMER have mandated AIRBUS DS to negotiate and to sign in its name the PRODUCT transport contract, the CUSTOMER shall be solely liable for the transportation risk.

5.3. Prices are exclusive of any import/export value-added-taxes, stamp duty or equivalent taxes levied on account of sales in or upon importation into the country where they will be used. In order to ensure the application of tax-exemptions the Customer shall be obliged to provide Airbus DS with the essential information and documents.

5.4 Any and all income tax, withholding tax, and any other fiscal taxes whatever their nature (direct/indirect) potentially due in the country of the Customer or end-customer are under the sole responsibility of the Customer. Where a relief, waiver or reduction of the withholding tax is possible in accordance with the applicable law, Airbus DS and the Customer shall jointly procure such tax exemption from the competent authorities

5.5 In the event that Airbus DS is required to pay any such taxes or duties, as stipulated in Clauses 5.3 and 5.4 above, these taxes and duties shall be invoiced and paid in addition to the agreed net prices. In the event that the Customer has to self-assess any such taxes, the Customer shall remit these tax amounts to the fiscal authorities without reduction of the agreed net prices.

5.6 Fees: Cancellation and modification fees apply as set out in the AIRBUS DS Radar Constellation International Price List or TerraSAR Price List as applicable available on request at terrasar-x@airbus.com. Such fees will be invoiced by AIRBUS DS and the CUSTOMER will pay all fees as set forth in Article 6 Payment below.

6. Payments

6.1 The invoice for each PURCHASE ORDER will be issued by Airbus DS, when the PRODUCT/S is made available for delivery. All invoices will show Airbus DS sales order number, scene identifier, if available, the currency and the shipping charges, if any. Unless otherwise explicitly requested by the CUSTOMER, all invoices will be sent to the same address indicated by the CUSTOMER in the registration form.

6.2 All AIRBUS DS invoices are payable without any setoff, discount or reduction. Unless otherwise stated in the BPO, the payment must be made by bank transfer at the latest thirty (30) days after date of issuance of the invoice.

The monies shall be credited to the AIRBUS DS account appearing on the invoice. If any amount due to AIRBUS DS remains unpaid after the date on which it is payable (the "Due Date"), AIRBUS DS shall be entitled to charge interest on such sum from the Due Date until the actual date of payment of such sum at a rate of 5% above the base lending rate of European Central Bank in force at time when the payment should have been made. These monies are due the day after the payment date set out in the invoice, without any requirement for notice. In addition to the interest rate, the CUSTOMER shall pay to AIRBUS DS a compensation recovery fee of forty (40) Euros.

6.3 Without prejudice to any other right or remedy, AIRBUS DS reserves the right to apply one or more of the following provisions if any sums remain unpaid in whole or in part after the Due Date:

- to suspend the current BPO until full payment of the due amounts and to terminate the provision of the services forthwith;
- to refuse all future PURCHASE ORDERS;
- to claim and obtain the refund of all the costs incurred as the result of the contentious recovery of the sums due, including the recovery fees;
- to take any legal action in order to defend the interests of AIRBUS DS.

In any event, payments may not be suspended, or form the subject of any compensation, without prior written consent by AIRBUS DS.

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6.4 All payments made by the CUSTOMER to AIRBUS DS under those Conditions will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, the CUSTOMER will pay such additional amounts as are necessary so that the net amount received by AIRBUS DS is equal to the amount then due and payable under this Agreement. AIRBUS DS will provide the CUSTOMER with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under these Conditions.

7. Disclaimer of Warranty - Liability

7.1 The CUSTOMER is responsible for identifying its requirements and ensuring the suitability of a PRODUCT to its satisfaction. There are no expressed or implied warranties of fitness or marketability given in connection with the use of the PRODUCT nor to the safety, reliability, durability and performance of them.

No oral or written advice or information provided by AIRBUS DS or any of its resellers or employees or authorized representatives shall create a warranty or in any way increase the scope of this limited warranty. AIRBUS DS shall under no circumstances be held liable for the suitability or otherwise of the PRODUCT.

AIRBUS DS warrants that the PRODUCT/s delivered will materially conform to the applicable technical specifications and to the ordered Aol concretized by the FOOTPRINT.

For any transactions performed through electronic means and/or the WEBSITE, AIRBUS DS shall not be liable for any dysfunction in the CUSTOMER'S Internet connection, loss of any PRODUCT downloaded by the CUSTOMER, dysfunction of the CUSTOMER's equipment, failure of the CUSTOMER to download the PRODUCT within the prescribed period, or for the incorrect selection by the CUSTOMER of its Aol.

7.2. Except to the extent prohibited by law or to the extent any statutory rights apply that cannot be excluded, limited or waived, AIRBUS DS and its licensors do not warrant that any PRODUCT is free of bugs, errors, defects or omissions, and that the operation of the PRODUCT will be error free or uninterrupted or that all non-conformities will or can be corrected. AIRBUS DS's warranty for a PRODUCT shall be limited either to the replacement of the defective PRODUCT if available, or to a refund of the price paid for the PRODUCT, to the exclusion of any indemnity or damages. Any claim related to the quality and/or quantity of any PRODUCT delivered must, to be admissible, be well-founded evidenced and sent by registered mail at the latest seven (7) days after the delivery of the PRODUCT. No return of any PRODUCT shall be accepted without the prior written consent of AIRBUS DS and its licensor.

7.3 Limitations of liability: Except to the extent prohibited by law or to the extent any statutory rights apply that cannot be excluded, limited or waived, the following applies:

7.3.1. AIRBUS DS will be liable for Losses (claims damages losses liabilities costs and expenses in the meaning of Sections 249 subsequent of the German Civil Code) caused intentionally or with gross negligence by AIRBUS DS, its legal representatives (Organe) or senior executives (leitende Angestellte) and for Losses caused intentionally by other assistants in performance (Erfüllungsgehilfen). In respect of gross negligence of other assistants in performance AIRBUS DS liability will be as set forth by the provision for simple negligence as in subpara 7.3.4 below.

7.3.2. AIRBUS DS will be unrestricted liable for death, personal injury or damage to health caused by the intent or negligence by AIRBUS DS, its legal representatives or assistants in performance.

7.3.3. In no event shall AIRBUS DS and/or its licensor nor anybody having contributed to development and/or production and/or delivery be liable or responsible for any indirect and/or consequential damages such as loss of profit, loss of production, loss of operation, loss of dates, loss of data or information, loss of a right, interruption of a service, and other such losses caused to the CUSTOMER or to any third party.

7.3.4. If AIRBUS breaches its essential obligations through simple negligence, AIRBUS DS cumulative liability will be limited to the amount the CUSTOMER actually paid to AIRBUS DS for the PRODUCT.

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7.3.5. Any further reaching liability than provided in these General Supply Conditions shall – regardless of the legal basis of such claim be excluded. Safety critical applications remains END USER's responsibility. This use might be required to comply with functional safety standards or requirements like ISO/IEC 61508 etc. It is END USER's responsibility to design, manage and assure system-level safeguards to anticipate, monitor and control system failures. This includes especially failure that create a situation where economic, personal injury or death may occur

7.4 In addition the warranty and liability conditions which are specific to a PRODUCT are as set out in the applicable EULA.

8. CUSTOMER's Use of the WEBSITE

8.1. The CUSTOMER's use of the WEBSITE shall be compliant with the legal information related to the WEBSITE contained on at the following web address: [https://radar.oneatlas.airbus.com/\(main:about/legal\)](https://radar.oneatlas.airbus.com/(main:about/legal)). By using the WEBSITE, the CUSTOMER declares that it has read and accepted this legal information, in particular the CUSTOMER represents and warrants that:

- it has the legal capacity to enter into a contract for any PURCHASE ORDER placed on the WEBSITE;
- no false information is entered into on its personal account on the WEBSITE and during its use of the WEBSITE.

8.2. The CUSTOMER's use of the WEBSITE for ordering purposes has as prerequisite that the CUSTOMER has been registered upfront and that AIRBUS DS has granted the CUSTOMER access by providing him personal login data. The same registration requirement applies, in case a CUSTOMER places a PURCHASE ORDER with support of the AIRBUS DS Customer Care Team. The CUSTOMER represents and warrants that:

- the information about the CUSTOMER given for the creation of its personal account was true, accurate, current, and complete as required by AIRBUS DS registration forms ("Registration Data");
- BPO the CUSTOMER will maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If the CUSTOMER has provided or provides any information that is untrue, inaccurate, not current or incomplete, or AIRBUS DS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, AIRBUS DS has the right to suspend or terminate the CUSTOMER account on this WEBSITE and refuse any and all current or future use of the PRODUCTS.

9. Collection and Processing of Personal Information

All personal data of the CUSTOMER shall be processed by AIRBUS DS in conformity with the privacy notice available on the WEBSITE at the following web address: [https://radar.oneatlas.airbus.com/\(main:about/legal\)](https://radar.oneatlas.airbus.com/(main:about/legal)).

10. Non-Exclusivity / IPR

Any PRODUCT delivered under the BPO and/or agreement are subject to an AIRBUS DS End User License Agreement (EULA), which can be a single or a multi user license. The CUSTOMER is solely granted a non-exclusive right to use the data according to the AIRBUS DS EULA, which has to be acknowledged before any use of the data. Data Distributors shall obtain such an acknowledgement of the AIRBUS DS EULA from their customers before any data distribution can take place.

All right, title and interest in and to the PRODUCTS, including all corrections, enhancements or other modifications made by AIRBUS DS or any third party at AIRBUS DS direction and all Intellectual Property Rights therein are the sole and exclusive property of AIRBUS DS or its licensors as applicable. All rights not expressly granted to the CUSTOMER are reserved for AIRBUS DS.

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11. Confidentiality

The CUSTOMER commits, for a period of five (5) years from the date of issuance of AIRBUS DS's PURCHASE ORDER confirmation or proposal, to consider confidential all information, of any nature whatsoever, which it may have obtained as a result of or in connection with AIRBUS DS's technical or commercial proposal or of the supply of any PRODUCT. The CUSTOMER guarantees AIRBUS DS that its personnel and sub-contractors shall comply with and maintain the confidentiality of the said information. Any breach of the confidentiality clauses linked to this contractual relationship shall lead to termination of such contractual relationship by service of notice by AIRBUS DS upon the CUSTOMER such termination to take effect on the date specified in the notice, without any liability on the part of AIRBUS DS.

12. Force Majeure

Neither Party will be liable for failing to meet its contractual obligations if such failure is due to the occurrence of a Force Majeure event.

A Force Majeure event shall include but not be limited to any occurrence beyond the reasonable control of AIRBUS DS, of any nature whatsoever, and in particular all breakdowns or failure whether in whole or in part of a satellite, or the related ground system, natural catastrophes, bad weather, fires, collective work disputes, strikes, sabotage, embargoes, interruptions or delays in the transport or means of communication, war, acts, epidemics, pandemics, quarantine restrictions, government agency decision governmental (including any public agency) or U.N. decision (in particular those requesting suspension of the transmission of telemetry or distribution of data) or regulations issued by a government, by civil or military authorities (including delays in the obtainment of authorizations or licenses of any sort), by the U.N., which may occur as from the date of the PURCHASE ORDER and would prevent its total or partial execution.

Each of the Parties agrees to give written notice containing relevant details as soon as possible upon becoming aware of an Event of Force Majeure and the unaffected Party shall grant a reasonable extension of time for the performance of the relevant obligations of the Party so affected.

A right to termination is given as set out in Article 13 below.

13. Termination Clause

13.1 Termination for material breach:

AIRBUS DS may terminate a BPO and/or agreement immediately upon notice to Customer (reserving cumulatively all other remedies and rights under these Conditions and in law) and such termination to take effect on the date specified in the notice, if (a) the Customer is, or any of its personnel or subcontractor are, in breach of these Conditions, or any other agreement with AIRBUS DS, (b) Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding, (c) the whole or part of the price is not paid on the due date, (d) fails to comply with the law or any requests of governmental entities, or (e) if AIRBUS DS determines that use of the Products by Customer or any of its personnel or AIRBUS DS' provision of any of the Products to Customer or any Customer's personnel has become impractical or unfeasible for any legal or regulatory reason.

13.2 Termination for convenience

Either Party shall be entitled to terminate all BPO and/or agreement

13.2.1 in case of a Force majeure event persisting for more than ninety (90) days, by providing a termination notice in writing to the other Party at least 7 days prior to the effective date of such termination.

13.2.2 in case of a failure of the satellite (in whole or in part) in orbit or the related ground segment used for the acquisition, such that AIRBUS DS is not able to provide collect or produce the Product or provide the Service with immediate effect by giving notice in writing to the other Party.

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13.3. Effect of termination/ expiration

Upon any termination or expiration of any BPO and/or agreement, all rights granted by AIRBUS DS herein shall terminate and be of no further force or effect. The CUSTOMER shall return all copies of all or any portion of the Product covered by these Conditions which are in its possession or certify complete deletion of the Products in its systems. Except in the case of termination for AIRBUS DS material breach, AIRBUS DS shall be entitled to retain any intermediate payments paid already towards the terminated BPO and/or agreement without prejudice to all amounts due, and costs, interest or damages that the CUSTOMER may be obliged to pay.

In the event of a termination as per 13.2.2, then save as set out in Article 13.4 each of the Parties will be released from their respective obligations including the obligation to make further payments and the Customer will be entitled to a refund of any amount paid in advance. AIRBUS DS shall not be held liable for any losses or expenses incurred due to the unavailability of the PRODUCTS.

13.4. The following terms shall survive any termination: Articles 7, 8, 9, 11, 14.

14. Jurisdiction and Governing Law

Any offer and the contract or order confirmation shall be governed by German Law without reference to conflict of law rules govern the Conditions. The Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods shall not be applied. The exclusive place of jurisdiction is as specified in the EULA.

Notwithstanding the forgoing AIRBUS DS and CUSTOMER agree that AIRBUS DS may bring suit against CUSTOMER before the court of any CUSTOMER's business seats and/or court where any breach of these Conditions or infringement of AIRBUS DS rights occurred.

15. Applicable EULA

15.1 The description of the rights to use granted to the CUSTOMER are defined in the applicable EULA, available at the following address: <https://www.intelligence-airbusds.com/legal/licences/>. Any PURCHASE ORDER that is accepted by AIRBUS DS shall be deemed to be the irrevocable acceptance of the applicable EULA by the CUSTOMER. If there is any conflict or inconsistency between the terms of these Conditions and the applicable EULA, the terms of the EULA shall prevail.

15.2 AIRBUS DS or its licensor(s) shall remain the owner of any PRODUCT at all times.

16. Waiver

If AIRBUS DS does not enforce any of the Conditions, this shall not be interpreted as constituting a waiver or renunciation by AIRBUS DS, of any one of its rights, nor shall it affect the validity of all or part of the Conditions, nor shall it constitute a bar to any future action by AIRBUS DS.

17 Export Control

The Parties shall be responsible for complying with all applicable national and international laws and regulations applicable to import, export, re-export and transfer/re-transfer. The CUSTOMER is advised that the PRODUCT may be subject to government export regulations. Accordingly, the CUSTOMER agrees that no PRODUCT will be exported from the territory where payment is received for the PRODUCT without obtaining the prior approval in writing of all regulatory authorities at no cost to AIRBUS DS. The CUSTOMER hereby undertakes to indemnify AIRBUS DS against any claims, losses, damages or expenses incurred by AIRBUS DS as a result of any breach by the CUSTOMER of this Condition 17.

18. Miscellaneous

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF RADAR PRODUCTS

18.1 Amendment: Any amendment or modification of the Conditions do not come into effect until it is signed by the representative duly authorized by each of the parties.

18.2 Assignment: Neither the Conditions nor any rights granted by it may be assigned or transferred by the CUSTOMER and/or Licensee by merger, acquisition and operation of law or other event, without the prior written consent of AIRBUS DS.

18.3 Severability: If any provision of the Conditions is held to be invalid or unenforceable, the remaining portions of the Conditions will remain in full force and effect. In such case the parties will cooperate in the creation of terms which achieve such legally valid result as come closest commercially to that of the invalid or unenforceable provision. The above will apply accordingly to the closing of any unintended gaps in the Conditions

18.4. Compliance with laws: The CUSTOMER is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and the Contract and agrees to comply with all these laws, regulations and other legal requirements including without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and all applicable national and international laws on combating bribery and corruption, on anti- money laundering, international trade sanctions and export control.

18.5. Notices:

18.5.1. to CUSTOMER: AIRBUS DS may provide any notice to the CUSTOMER under the Conditions by sending a message to the email address then associated with the CUSTOMER account. It is the CUSTOMER's responsibility to keep its email address current

18.5.2 to AIRBUS DS: To give AIRBUS DS notice under the Conditions, the CUSTOMER must contact AIRBUS DS by sending a message to the Email address: terrasar-x@airbus.com. AIRBUS DS may update the address for notices as well as for other requests by sending a message to the email address then associated with the CUSTOMER account.