

END USER LICENSE AGREEMENT

for

Radar Constellation PRODUCT for Commercial Use

Single-User License

Airbus Defence and Space GmbH
Claude-Dornier-Strasse
between **88090 Immenstaad** and **END USER**
Germany
hereinafter called AIRBUS DS

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This License is applicable to all PRODUCT(s) and any DERIVED PRODUCTS. The License does not apply to DERIVATIVE WORKS with the limits stated in the point 1.2.d).

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All TerraSAR-X (TSX)/TanDEM-X (TDX) data is property of the Federal Republic of Germany represented by the Deutsches Zentrum für Luft-und Raumfahrt e. V. (DLR) and subject to the "Satellite Data Security Act (SatDSiG)".

All PAZ data is property of Hisdesat Servicios Estratégicos S.A., Spain and are governed by Spanish Regulations and licensors instructions and therefore subject to be limited or rejected by Hisdesat Servicios Estratégicos S.A. accordingly.

The END-USER is hereby granted a limited, non-exclusive irrevocable -except as provided by article 4.2, non-transferable license to use the PRODUCT according Article 1.1 subject to the restrictions of 1.2.

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The END-USER is hereby granted the right:

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- b) to use the PRODUCT only for its own internal needs;
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- b) alter, obscure or remove any credit notice or proprietary legend contained in or on the PRODUCT;
- c) reproduce, transmit, disseminate, make available, transfer, sell, rent, lease or get any direct or indirect gain from the PRODUCT and/or DERIVED PRODUCT to any third Party other than those described in 1.1 e) nor transfer outside of the territory of its establishment, unless expressly authorized by Airbus DS, the PRODUCT and/or DERIVED PRODUCT by any means, free of charge or in return of payment. nor publish, display in any way the digital format (including quicklooks) of the PRODUCT and/or DERIVED PRODUCT.
- d) For Radar Constellation data from PAZ satellite origin only the following additional prohibitions and restrictions apply for publishing or posting in any form (hardcopy, presentations, websites, displaying map-based products etc.):
 - For PAZ data and derived products, rights to reference PAZ and/or its owner Hisdesat Servicios Estratégicos S.A. prohibited in all use cases related to Security, Defence or Intelligence, if not expressly permitted in writing.
 - For DERIVATIVE WORKS, rights to reference PAZ and/or its owner Hisdesat Servicios Estratégicos S.A. as source, if not expressly permitted in writing.

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The data contained in the PRODUCT remain the property of the entity mentioned in Article 2.2.1. The RADAR CONSTELLATION DATA and any derived products, when printed or displayed in accordance with Article Fehler! Verweisquelle konnte nicht gefunden werden., shall include the credits listed in Article 2.2.1 conspicuously displayed, within the limits of 1.2.d).

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PRODUCT	Entity owner	Credit attribution	Protected under copyright law
Radar Constellation data from TerraSAR-X/ TanDEM-X satellite origin	Federal Republic of Germany represented by Deutsches Zentrum für Luft-und Raumfahrt e. V. (DLR)	"© DLR e.V. <YYYY> (year of acquisition), Distribution by Airbus Defence and Space GmbH"	German law
Airbus DS derived products including Radar Constellation data from TerraSAR-X (TSX)/ TanDEM-X (TDX) satellite origin	Federal Republic of Germany represented by Deutsches Zentrum für Luft-und Raumfahrt e. V. (DLR)	"© DLR e.V. <YYYY> (year of acquisition), and © Airbus Defense and Space GmbH"	German law
Radar Constellation data from PAZ satellite origin	Hisdesat Servicios Estratégicos S.A, Spain	"PAZ satellite image © Hisdesat Servicios Estratégicos S.A., <YYYY> (year of acquisition)"	Spanish law
Hisdesat derived products from Radar Constellation data from PAZsatellite origin	Hisdesat Servicios Estratégicos S.A, Spain	"© Hisdesat Servicios Estratégicos S.A., <YYYY> (year of acquisition)"	Spanish law

- 2.2.2 The END-USER may be held responsible for any copyright infringement caused by the END-USER's failure to comply. The END-USER shall take all reasonable steps to protect the PRODUCT and any DERIVED PRODUCT from misuse, unauthorized duplication or distribution and shall notify AIRBUS DS immediately should any abuse occur.
- 2.2.3 This License does not give the right to the use of AIRBUS DS and/or its licensors, trademarks or logos unless explicitly authorized.

3. WARRANTY / LIABILITY

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In the event that 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. For any such claim for replacement, AIRBUS DS shall be notified within ten (10) days after delivery to the END USER of the PRODUCT

- 3.2 Disclaimer.** 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 the PRODUCT is free of bugs, errors, defects or omissions, and that operation of the PRODUCT will be error-free or uninterrupted or that any non-conformities will or can be corrected. Airbus DS 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.

The END-USER is responsible for identifying its requirements and ensuring the suitability of a PRODUCT to its satisfaction. There are no express or implied warranties of fitness or merchantability given in connection with the use of the PRODUCT nor to the safety, reliability, durability and performance of them. AIRBUS DS disclaims all other warranties or liabilities not expressly provided in Article 3.1.

3.3 Liability.

- 3.3.1** AIRBUS DS will be liable without limitation in the event of wilful misconduct ("Vorsatz") and gross negligence
- 3.3.2** AIRBUS DS will be liable for ordinary negligence - except in cases of injury to life, body or health- only insofar as essential contractual obligations, basic and fundamental duties and obligations resulting from the contractual relationship which are of particular importance for the proper fulfilment and performance of the contract, are infringed and such liability shall be limited to damages that are typical and foreseeable

- 3.3.3.** Liability under article 3.3.2 is limited to the amount not exceeding the amount the END-USER actually paid in the aggregate to AIRBUS DS for the PRODUCT giving rise to the claim
- 3.3.4** Subject to article 3.3.6 any liability arising out of the use of or inability to use the PRODUCT for indirect, compensatory, consequential, incidental, special or punitive or unforeseeable losses or damages, such as but not limited to loss of revenues or profit (actual or anticipated), loss of savings, stand-by cost, recovery cost, cost of replacement, loss of information or data, and economic loss due to a third-party claim, is hereby excluded.
- 3.3.5** Any further reaching liability other than provided in this Licence 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.
- 3.3.6.** The limitations and exclusions of liability pursuant to clauses 3.3.2, 3.3.3, 3.3.4 and 3.3.5 shall not apply in cases of gross negligence or wilful misconduct ("Vorsatz"), in cases of culpably caused injury to life, body or health and if and to the extent such liabilities are determined by law (such as the German Product Liability Act) or as a result of a guarantee providing for liability regardless of negligence or fault.
- 3.3.7** In so far as the liability of AIRBUS DS is excluded or limited pursuant to Articles 3.3.2, 3.3.3, 3.3.4 and 3.3.5 hereof this also applies to the personal liability of AIRBUS DS employees, legal representatives, senior executives and assistants, agents, licensors and any other person engaged in the performance of AIRBUS DS obligations and/or having contributed to development and/or production and/or delivery of the PRODUCT.

4. TERM AND TERMINATION

- 4.1. License term: This License is perpetual, unless terminated pursuant to article 4.2 or as otherwise specified as part of the agreement or subscription to which this License belongs.
- 4.2. Termination for END-USER breach of License: AIRBUS DS may, in addition to all other remedies to which it may be entitled under this License or at law, terminate this License by notice in writing if the END USER breaches any provision of this License. The END USER shall have no claim to any kind of indemnity in this case Upon termination of this License for breach by the END-USER the END USER shall permanently delete the PRODUCT from all devices, destroy any copies on disk. Within 10 days following termination, the END-USER shall certify to AIRBUS DS in writing that all copies of all the PRODUCT products have been destroyed.

5. GOVERNING LAW AND JURISDICTION

This Licence is governed by the laws of Germany without reference to conflict of law rules. Any dispute arising from or in connection with this Licence or the fulfilment thereof will be exclusively adjudicated in the Courts of Munich, Germany and the END-USER consents to this exclusive jurisdiction and venue:

Notwithstanding the above, AIRBUS DS may seek injunctive relief in any court of competent jurisdiction against the END USER for improper use or disclosure of the PRODUCT.

6. GENERAL TERMS

- 6.1 **Assignment.** The END-USER shall not transfer part or all of this Licence.
- 6.2 **Severability.** In the event that any provision of this Licence is declared invalid or unenforceable, the remaining provisions shall continue to apply.
- 6.3 **Changes, Modifications.** Any amendment or modification of the License does not come into effect until it is signed by the representative duly authorized by each of the Parties.
- 6.4 **Specific regulations.** All TerraSAR-X data is subject to the German "Satellite Data Security Act (SatDSiG)" which has as objective to safeguard the Security Interests of the Federal Republic of

Germany from Endangerment by the Distribution of High-Grade Earth Remote Sensing Data. All PAZ data are subject to and governed by Spanish Regulations and licensors instructions.

7. DEFINITIONS

For the purposes of this EULA,

- **“AIRBUS DS”** means Airbus Defence and Space GmbH.
- **“CONTRACTOR”** means an individual contracted by the END-USER either directly or through a consulting company or other entity to provide services on behalf of or for the benefit of the END-USER.
- **“DERIVATIVE WORKS”** means any products or information, developed by the END USER, from the PRODUCT as well as any products created from RADAR CONSTELLATION DATA but which does not contain any original imagery data in an “as-is” format. DERIVATIVE WORKS also refers to any products which are irreversible and uncoupled from the source data and in which the Radar Constellation origin is not recognizable. By express exception, any Digital Elevation Models (DEM) or Digital Terrain Model derived in any form whatsoever from RADAR CONSTELLATION DATA shall never be considered as DERIVATIVE WORKS.
- **“END-USER”** means either the person, or the legal commercial business entity or the government agency, which is supplied with the PRODUCT and has accepted this License. A legal commercial entity includes its possible branches in its country of residence. Except upon AIRBUS DS prior agreement in writing, a government entity is limited to the entity located at the address where the PRODUCT is supplied.
- **“DERIVED PRODUCT”** or “Value Added Product” or “VAP” means any product developed by the END-USER which contains data of the PRODUCT that has been significantly modified through technical manipulations and /or addition of other data (e.g. ground control points). By express exception, any Digital Elevation Models (DEM) or Digital Terrain Model (DTM) derived in any form whatsoever from the PRODUCT shall always be considered as DERIVED PRODUCT.
- **“PRODUCT”** means the RADAR CONSTELLATION DATA and derived products as specified in the agreement, purchase order or subscription to which this License belongs, supplied by AIRBUS DS to the END-USER.
- **“RADAR CONSTELLATION DATA”** are data from the German Earth observation satellites TerraSAR-X (TSX) and TanDEM-X (TDX) and the Spanish PAZ satellite - all three satellites operating in the same orbit tube, featuring identical ground swaths and flexible acquisition modes and forming a constellation.