

STANDARD END-USER LICENCE AGREEMENT TO USE TERRASAR-X PRODUCT (SINGLE USER)

This End-User Licence Agreement (hereafter "Licence") is entered into by AIRBUS DS and the END-USER.

By this Licence, AIRBUS DS gives the right to the END-USER to use the PRODUCT, subject to the guarantee by the END-USER to use of the PRODUCT in strict compliance with the terms hereof.

By downloading, accessing or using the PRODUCT, the END-USER accepts all the terms and conditions of this Licence. The acceptance of this Licence is the condition upon which AIRBUS DS makes the PRODUCT available to the END-USER.

ARTICLE 1 – GRANT OF LICENCE

The END-USER is hereby granted by AIRBUS DS a limited, non-exclusive, irrevocable except as provided by article 4.2, non-transferable Licence to use the PRODUCT according to Article 1.1, subject to the restrictions set out in Article 1.2.

1.1 Right to use the PRODUCT

Internally:

- (a) **Use in internal device:** the END-USER is granted the right to use, store, access, copy, share and /or process the PRODUCT in any internal device in its premises including internal computer network (with the express exclusion of the Internet);
- (b) **VAP production:** the END-USER is granted the right to alter, process and/ or modify the PRODUCT to produce VALUE ADDED PRODUCTS for internal purposes
- (c) **DW production:** the END-USER is granted the right to alter, process and/ or modify the PRODUCT to produce DERIVATIVE WORKS;
- (d) **Sharing with CONTRACTORS:** the END-USER is granted the right to make the PRODUCT and/or any VAP available to CONTRACTORS, subject to the END-USER notifying AIRBUS DS about the CONTRACTOR(s) in advance and subject to them agreeing in writing, in advance (i) to be bound by the same limitations on use as applicable to the END-USER, (ii) to use the PRODUCT only for the purpose of the contract given by the END-USER (ii) to return the PRODUCT and/or VAP to END-USER and to keep no copy thereof, upon completion of their engagement.

Externally:

- (e) **DW Distribution:** the END-USER owns and may freely distribute DERIVATIVE WORKS to third parties.
- (f) **PRODUCT/VAP insertion:** the END-USER is granted the right for business promotion purposes only to embed the PRODUCT/VAP as an image file (.pdf, .jpeg, .tiff, .png, .bmp, .gif) or any format without georeferencing information into a DW (e.g. inserting into a paper report, pdf. or similar for contextualization/illustration purposes).

1.2 Restricted use of the PRODUCT

- (a) **No transfer of the PRODUCT/VAP:** the END-USER shall not reproduce, transmit, disseminate, make available, transfer, sell, rent, lease or get any direct or indirect gain from the PRODUCT and/or VAP to any third party other than those described in Article 1.1 (e), nor transfer outside of the territory of its establishment unless expressly authorized by AIRBUS DS, the PRODUCT and/or VAP by any means, free of charge or in return for payment;
- (b) **No modification of copyrights:** the END-USER shall not alter, obscure or remove any credit notice or proprietary legend contained in the PRODUCT and/or VAP;
- (c) **No disclosure of competitive analysis:** the END-USER shall not publish or communicate in any way a competitive analysis (such as benchmarking) of any PRODUCT, VAP and/or DERIVATIVE WORKS.
- (d) **No publication of the digital format:** the END-USER shall not publish, display in any way the digital format of the PRODUCT and/or VAP.

- (g) **PRODUCT/VAP display:** the END-USER is granted the right for business promotion purposes only to display the PRODUCT/VAP as browse images or equivalent (resampled to 20 meters) in a secure, non-extractable, and non-downloadable format that prohibits manipulation of any pixel, metadata or digital format contained in the posting on internet web sites after notifying Airbus DS of the URL that will be used, being understood that (i) the END-USER shall not display and/or post any content which include the PRODUCT/VAP and which may adversely affect Airbus DS and (ii) AIRBUS DS reserves the right to request removal of any PRODUCT/VAP posted online when deemed necessary to avoid harm, liability or reputation damage.

All rights not expressly granted by AIRBUS DS under Article 1.1 are hereby retained by AIRBUS DS. The END-USER shall not do anything not expressly permitted under Article 1.1.

ARTICLE 2 – INTELLECTUAL PROPERTY RIGHTS

2.1 Property of the content and credit attribution

The data contained in the PRODUCT remain the property of the entity mentioned in Article 2.2.1. The PRODUCT and/or VAP, when printed or displayed in accordance with Article 1.1, shall include the credits listed in Article 2.2.1 conspicuously displayed.

2.2 Intellectual Property Law

- 2.2.1 The PRODUCT is protected by the copyright law detailed in the table below and international copyright laws, as applicable.

PRODUCT	Entity owner	Credit attribution	Protected under copyright law
TerraSAR-X data from the 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 from TerraSAR-X data from the 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), and © Airbus Defence and Space GmbH"	German 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 data and any VAP from misuse, unauthorized duplication or distribution and shall notify AIRBUS DS immediately should any abuse occur.

ARTICLE 3 – WARRANTY – LIABILITY

- 3.1 **Warranty.** AIRBUS DS warrants that it has sufficient rights in the PRODUCT to make it available to the END-USER under the terms of this Licence.

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 is liable without limitation in the event of willful misconduct ("Vorsatz") and gross negligence

3.3.2 Airbus DS is 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 willful 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.

ARTICLE 4 – TERM AND TERMINATION

4.1 Licence term. This Licence is perpetual, unless terminated pursuant to Article 4.2, or as otherwise specified as part of the agreement or subscription to which this Licence belongs.

4.2 Termination for END-USER's breach of Licence. AIRBUS DS may, in addition to all other remedies to which it may be entitled under this Licence or by law, terminate this Licence by notice in writing if the END-USER breaches any of its provisions. The END-USER shall have no claim to any kind of indemnity in this case. Upon termination of this Licence for breach of the END-USER, the END-USER shall permanently delete the PRODUCT(s) and VAP(s) 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 PRODUCT(s) and VAP(s) have been destroyed.

ARTICLE 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.

ARTICLE 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.

ARTICLE 7 – DEFINITIONS

“**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**” or “**DW**”: means any derivative of the PRODUCT developed by the END-USER, which does not contain any imagery data from the PRODUCT and is irreversible and uncoupled from the PRODUCT. By express exception, any Digital Elevation Model or Digital Terrain Model derived in any form whatsoever from a PRODUCT shall never be considered as DERIVATIVE WORKS.

“**END-USER**”: means the person, the legal commercial business entity, or the government agency, which has accepted this Licence to be supplied with the PRODUCT. A legal commercial business entity includes its possible offices and 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.

“**PRODUCT**”: means the TerraSAR-X satellite product as specified in the agreement, purchase order or subscription to which this Licence belongs, supplied by AIRBUS DS to the END-USER including inter alia contained preview data (e.g. quicklooks).

“**VALUE ADDED PRODUCT**” or “**VAP**”: means any product developed by the END-USER which contains imagery data from 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 Model or Digital Terrain Model derived in any form whatsoever from a PRODUCT shall always be considered as a VAP.