

## ACADEMIC END-USER LICENSE AGREEMENT

This End-User License Agreement (hereafter “License”) is entered into by AIRBUS DS and the END-USER.

By this License, AIRBUS DS gives the right to the END-USER to use the PRODUCT, subject 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 License. The acceptance of this License is the condition upon which AIRBUS DS makes the PRODUCT available to the END-USER.

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

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- (b) **No other use of PRODUCT/VAP/EXTRACT/ DW than for ACADEMIC USE:** the END-USER shall not use the PRODUCT, VAP, EXTRACT and/or DERIVATIVE WORKS for any other use than ACADEMIC USE;
- (c) **No modification of copyrights:** the END-USER shall not alter, obscure or remove any credit notice or proprietary legend contained in the PRODUCT, VAP and/or EXTRACT.

The END-USER shall inform Airbus DS of the results of the research work it has performed.

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SPOT 6 and 7 Pléiades Neo	Airbus DS	"© Airbus DS (year of acquisition)"	French law

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

**3.2 Disclaimer.** AIRBUS DS 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 or that all non-conformities will be corrected. It 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. There are no express or implied warranties of fitness or merchantability given in connection with the use of the PRODUCT or any other warranty. AIRBUS DS disclaims all other warranties or liabilities not expressly provided in Article 3.1.

**3.3 Liability.** In no event shall AIRBUS DS, nor its licensors, be liable for any claim, damage or loss incurred by the END-USER, including without limitation indirect, compensatory, consequential, incidental, special or punitive damages arising out of the use of or inability to use the PRODUCT, and shall not be subject to legal action in this respect.

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**4.1 License term.** This License shall run from the date the PRODUCT is made available to the END-USER and shall be perpetual, unless terminated pursuant to Article 4.2. It is granted free of royalties.

**4.2 Termination for END-USER's breach of License.** AIRBUS DS may, in addition to all other remedies to which it may be entitled under this License or by law, terminate this License 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.

**4.3 Duties upon expiration and/or termination.** Upon termination of this License, the END-USER shall permanently delete the PRODUCTS and VAPs from all devices, destroy any copies on disk, and cease displaying any EXTRACT. Within 10 days following termination, the END-USER shall certify to AIRBUS DS in writing that all copies of all PRODUCTS, VAPs and any EXTRACT have been destroyed.

## ARTICLE 5 – GOVERNING LAW AND JURISDICTION

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**6.1 Assignment.** The END-USER shall not transfer part or all of this License.

**6.2 Severability.** In the event that any provision of this License is declared invalid or unenforceable, the remaining provisions hereof shall be applicable.

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**“ACADEMIC USE”:** means the use of the PRODUCT by or on behalf of the END-USER, within the facilities of such END-USER, solely for educational purposes such as academic teaching (student instruction and demonstration) and/or academic research. ACADEMIC USE excludes any competitive analysis (such as benchmarking) and any commercial or consulting activities.

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