

## TECHNICAL EVALUATION 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 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 License. The acceptance of this License is the condition upon which AIRBUS DS makes the PRODUCT available to the END-USER.

### ARTICLE 1 – GRANT OF LICENSE

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.

#### 1.1 Right to use the PRODUCT

- (a) **PRODUCT use:** the END-USER is granted the right to use the PRODUCT for internal technical evaluation purposes only;
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- (c) **VAP/DW production:** the END-USER is granted the right to alter or modify the PRODUCT to produce VALUE ADDED PRODUCTS and/or DERIVATIVE WORKS for internal technical evaluation purposes only;
- (d) **Sharing with CONTRACTORS:** the END-USER is granted the right to make the PRODUCT and/or any VAP available to CONTRACTORS, only for technical evaluation on behalf of the END-USER, subject to them agreeing in writing, in advance (i) to be bound by the same limitations on use as applicable to the END-USER, and (ii) to return the PRODUCT and/or VAP to END-USER, and to keep no copy thereof, upon completion of their engagement.

#### 1.2 Restricted use of the PRODUCT

- (a) **No transfer of the PRODUCT/VAP:** the END-USER shall not reproduce, transmit, disseminate, make available to any third party other than those described in Article 1.1 (d), 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 other use of PRODUCT/VAP/DW/ than internal technical evaluation:** the END-USER shall not use the PRODUCT, VAP and/or DERIVATIVE WORKS for any other use than internal technical evaluation;
- (c) **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;
- (d) **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.

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

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.

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#### 2.1 Property of the content and credit attribution

The data contained in the PRODUCT remain the property of each corresponding 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

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SPOT 1 to 5	Centre National d'Études Spatiales (CNES)	"© CNES (year of acquisition), Distribution Airbus DS"	French law
SPOT 6 and 7	Airbus DS	"© Airbus DS (year of acquisition)"	French law
Pléiades	Centre National d'Études Spatiales (CNES)	"© CNES (year of acquisition), Distribution Airbus DS"	French law
Pléiades Neo	Airbus DS	"© Airbus DS (year of acquisition)"	French law
PlanetSAT Global	Planet Observer	In 3857 projection from zoom 0 to 13 : "© PlanetObserver (contains Copernicus data)" In 4326 projection from zoom 0 to 12 : "© PlanetObserver (contains Copernicus data)"	French law

**2.2.2** The PRODUCT and the satellite imagery data contained therein are protected by articles L.341-1 to 343-7 of the French Code of Intellectual Property Laws as amended by the statute of 1 July 1998 relative to database copyright, and by similar statutes in European countries that have incorporated EU Directive n°96/9 of 11 March 1996 on database copyright into their laws.

## ARTICLE 3 – WARRANTY – LIABILITY

**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 of this License.

**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 any issues 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.

The financial cumulative liability of AIRBUS DS and its licensors shall in any case not exceed the fees paid by the END-USER for the PRODUCT(s) giving rise to the claim.

## ARTICLE 4 – TERM AND TERMINATION

**4.1 License term.** This License shall run for six (6) months from the date the PRODUCT is made available to the END-USER, unless terminated pursuant to Article 4.2, or as otherwise specified as part of the agreement or subscription to which this License belongs. 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 expiration and/or termination of this License, the END-USER shall permanently delete the PRODUCTS and VAPs from all devices and 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 License is governed by the laws of the Commonwealth of Virginia. All disputes shall be referred to the courts of Virginia.

## ARTICLE 6 – GENERAL TERMS

**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 shall continue to apply.

## ARTICLE 7 – DEFINITIONS

**“AIRBUS DS”:** means Airbus DS Geo Inc.

**“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 License 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 satellite product supplied by AIRBUS DS to the END-USER for technical evaluation purpose.

**“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.