

STANDARD END-USER LICENSE AGREEMENT TO USE WORLDDEM™ PRODUCT (SINGLE USE)

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 signing and/or issuing an order document or issuing an order via ONLINE PORTAL and/or 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 5, 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

Internally:

- (a) **Use in internal devices:** the END-USER is granted the right to use, store, access, copy, share and/or process the PRODUCT in any internal device including any third party secured cloud infrastructure;
- (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) **EXTRACT grab:** the END-USER is granted the right to grab an EXTRACT;
- (e) **Machine learning:** the END-USER is granted the right to access or use the PRODUCT for the purpose of developing or training machine learning algorithms;
- (f) **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, and (ii) to return the PRODUCT and/or VAP to the END-USER, and to keep no copy thereof, upon completion of their engagement.

Externally:

- (g) **DW distribution:** the END-USER owns and may freely distribute DERIVATIVE WORKS to third parties,
- (h) **EXTRACT insertion and display:** the END-USER is granted the right to embed EXTRACT(s) into a DW (e.g. inserting into a paper report, .pdf or similar for contextualization/illustration purposes) or display EXTRACT(s) on a public website or in presentations (e.g. for promotion purposes)

1.2. Restriction of 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 (f) 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 EXTRACT stand-alone redistribution:** the END-USER shall not reproduce, transmit, disseminate, make available to any third party, other than those described in Article 1.1 (f), the EXTRACT on a stand-alone basis; in no event shall the END-USER be entitled to make revenues from the EXTRACT on a stand-alone;
- (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;
- (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 EXTRACT;
- (e) **No reverse engineering:** the END-USER shall not use or combine any EXTRACT for the purpose of recreating the PRODUCT or similar data.

ARTICLE 2: INTELLECTUAL PROPERTY RIGHTS

2.1 Property of the content and credit attribution

The satellite data contained in the PRODUCT is the property of the Deutsche Zentrum für Luft- und Raumfahrt e. V. (DLR). The PRODUCTS except the WorldDEM_{core} are produced by Airbus DS. They are the property of Airbus DS. The PRODUCT, VAP and/or EXTRACT, when printed or displayed in accordance with Article 1.1, shall include the credits listed in Article 2.2.2 conspicuously displayed.

2.2 Intellectual Property Law

2.2.1. This License does not give the right to the use of Airbus DS trademarks or logos unless explicitly authorized by Airbus DS. Unless otherwise communicated by Airbus DS the copyright statement applies to all PRODUCTS distributed by Airbus DS and any VAP.

2.2.2. 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
WorldDEM _{core}	Federal Republic of Germany represented by the 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
PRODUCTS other than WorldDEM _{core}	Airbus Defence and Space GmbH	“© DLR e.V. <YYYY> (year of acquisition), and © Airbus Defence and Space GmbH <YYYY> (year of production), ”	German law

ARTICLE 3: WARRANTY

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 License. In case the medium on which the PRODUCT is supplied by Airbus DS to the END-USER is defective, as demonstrated by the END-USER, Airbus DS shall replace the concerned medium with the PRODUCT. Any such claim shall be notified to Airbus DS within fourteen (14) calendar days after delivery of the PRODUCT by Airbus DS.

3.2 Disclaimer: Airbus DS does not warrant that the PRODUCT is free of bugs, errors, defects or omissions, and that the operation of the PRODUCT will be error-free or uninterrupted nor that all non-conformities can be corrected. Airbus DS does not warrant that the PRODUCT will meet the END-USER’s requirements or expectations, or will fit for the END-USER’s intended purposes. There are no expressed or implied warranties of fitness or merchantability given in connection with the sale or use of the PRODUCT. Airbus DS disclaims all other warranties or liabilities not expressly provided in Articles 3.1

ARTICLE 4: LIABILITY

4.1 In cases of gross negligence and willful intent Airbus DS will be liable according applicable law.

4.2 In cases of slight negligence – with the exception of cases of injury to life, body or health – Airbus DS shall be liable 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 of the contract, are infringed and such liability shall be limited to typical and foreseeable damages.

4.3 In cases of Article 4.2 any liability arising out of the use of or inability to use the PRODUCT for indirect, compensatory consequential, incidental, special or punitive or unforeseeable damages, such as but not limited to loss of profit, stand-by cost, recovery cost, lost savings and economic loss due to a third party claim, are hereby excluded.

4.4 Within the limits of mandatory law the financial cumulative liability of Airbus DS and its licensors and of anybody having contributed to development and/or production and/or delivery of the PRODUCT shall in any case not exceed the fees paid by the END-USER for the PRODUCT giving rise to the claim.

4.5 Any further reaching liability than provided in these terms and conditions shall – regardless of the legal basis of such claim – be excluded.

4.6 In so far as the liability of Airbus DS is excluded or limited pursuant to Articles 4.2, 4.3, 4.4 and 4.5 hereof this shall also apply to the personal liability of any employee, representative, assistant, agent and any other person engaged in the performance of Airbus DS obligations.

ARTICLE 5: TERM AND TERMINATION

5.1 License term. This License is perpetual, unless terminated pursuant to Article 5.2. or as otherwise specified as part of the agreement or subscription to which this License belongs.

5.2 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 provision. 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(s) and VAP(s) 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 PRODUCT(s), VAP(s) and EXTRACT(s) have been destroyed.

ARTICLE 6 – GOVERNING LAW AND JURISDICTION

This License is governed by the laws of Germany. All disputes shall be referred to the courts of Munich, Germany.

ARTICLE 7 GENERAL TERMS

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

7.2. Severability. In the event that any provision of this License is declared invalid or unenforceable, the remaining provisions shall continue to apply.

7.3 Changes, Modifications. Any change of this license must be made in writing; no collateral agreements to this license have been made.

7.4 Specific regulations. All data from the TerraSAR-X (TSX)/TanDEM-X (TDX) satellite origin is subject to the German "Satellite Data Security Act (SatDSiG)".

ARTICLE 8 - DEFINITIONS

"AIRBUS DS": means Airbus Defence and Space GmbH with its registered Office in Ottobrunn; District Court of Munich HRB 107 648.

"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 data and height information from the PRODUCT and is irreversible and uncoupled from the PRODUCT. By express exception, any Digital Elevation Model (DEM) or Digital Terrain Model (DTM) 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 and/or public 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 and/or public entity is limited to the entity located at the address where the PRODUCT is supplied.

"EXTRACT": means an extract or screenshot of a PRODUCT or VAP in a secure, non-extractable, and non-downloadable format that prohibits manipulation of any height information or metadata contained in the PRODUCT or VAP as follows:
(i) max size of 100km²

- (ii) at a resolution no better than 30m;
- (iii) as an image file (.pdf, .jpeg, .tiff, .png, .bmp, .gif) or any format without containing georeferencing information, with or without rasters or vectors on top; and
- (iv) properly attributing the copyright imagery.

"PRODUCT": means WorldDEMcore, and any other data/geo-information product derived from the TanDEM-X Mission data produced by Airbus DS (e.g. WorldDEM Neo, WorldDEM, WorldDEM DTM) as specified in the agreement, purchase order or subscription to which this License belongs, supplied by AIRBUS DS to the END-USER.

"VALUE ADDED PRODUCT" or **"VAP"**: means any product developed by the END-USER which contains data or height information from the PRODUCT that has been significantly modified through technical manipulations and/or addition of other data. 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.

"WorldDEMcore" : means the unedited digital surface model derived from the TanDEM-X Mission data and distributed by Airbus DS.

"WorldDEM Neo, WorldDEM and WorldDEM DTM": means the edited digital elevation model derived from the TanDEM-X Mission data produced and distributed by Airbus DS. Data resources used to enhance data material (gap filling) are listed in Annex 1.

Annex 1:

The following data resources have been used to enhance data material (gap filling) of the WorldDEM™ products (WorldDEM Neo; WorldDEM and WorldDEM DTM):

- ASTER Global Digital Elevation Map retrieved from <https://asterweb.jpl.nasa.gov/gdem.asp>, NASA/METI/AIST/Japan Space Systems, and U.S./Japan ASTER Science Team
- STRM Digital Elevation Data retrieved from <http://earthexplorer.usgs.gov/> and from <http://srtm.csi.cgiar.org/> U.S. Geological Survey, https://lta.cr.usgs.gov/sites/default/files/Data%20Citation_1.pdf
- GMTED2010 Elevation Data retrieved from <http://earthexplorer.usgs.gov/> produced by the U.S. Geological Survey, https://lta.cr.usgs.gov/sites/default/files/Data%20Citation_1.pdf
- NASA LP DAAC, 2013, NASA Shuttle Radar Topography Mission Global 1 arc second, Version 3.0. NASA EOSDIS Land Processes DAAC, 2013 USGS Earth Resources Observation and Science (EROS) Center, Sioux Falls, South Dakota (<https://lpdaac.usgs.gov/>), accessed May 2nd 2017 at <https://doi.org/10.5067/MEaSURES/SRTM/SRTMGL1.003>.
- ALOS World 3D-30m (AW3D30) provided by Japan Aerospace Exploration Agency (JAXA)