

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF WorldDEM Products via the WorldDEM Portal

1. Definitions

- 1.1. **AIRBUS DS:** means Airbus Defence and Space GmbH, registered at the District Court of Munich HRB 107 648. having its registered office at Ottobrunn, Germany and a VAT registration number DE167015661
- 1.2. **Area of Interest or “Aoi”:** means the geographical area selected by the CUSTOMER in the Website Purchase Order, and for which AIRBUS DS grants the CUSTOMER the rights defined in the applicable EULA.
- 1.3. **Sensitive Country/ies:** Afghanistan, Armenia, Azerbaijan, Bosnia and Herzegovina, Central African Republic, Chad, Cyprus, Djibouti, Eritrea, Ethiopia, Georgia, Gaza Strip, Iraq, Israel, Kosovo, Lebanon, Mali, Moldavia Senegal, Somalia, South Sudan, Syria, Uzbekistan, Wet-Bank, Western Sahara
- 1.4. **Credit(s):** means the unit of measure for the use of the Services on the Website.
- 1.5. **Service Purchase Order:** means the unconditional acceptance by the CUSTOMER of a Financial Quotation issued by AIRBUS DS for the purchase of the subscription package selected by the CUSTOMER
- 1.6. **CUSTOMER:** means either the person acting in his own name or the legal entity which is supplied with the PRODUCT and accepts the EULA. When the PRODUCT is supplied to a public authority, the CUSTOMER shall be deemed to be only such part of the public authority as located at the address to which the PRODUCT is supplied, except upon prior written agreement from AIRBUS DS.
- 1.7. **EULA:** means the applicable licence agreement that sets out the terms and conditions of use of the PRODUCT by the END-USER. The EULA is available at the following web address: [https://worlddemportal.sarapi.intelligence-airbusds.com/\(main:about/legal\)](https://worlddemportal.sarapi.intelligence-airbusds.com/(main:about/legal)).
- 1.8. **Policies** means the Privacy Policy, the Website Terms of Use, and any other policy or terms referenced in or incorporated into this Agreement.
- 1.9. **Product(s):** means any of the following WorldDEM products for an Aoi other than of a Sensitive Country delivered in a in a Geo TIF format without auxiliary layers (Amplitude Mosaic, Editing Mask, Filling Mask, Height Error Mask, Scene Mask, Source Mask, Source Vector, Weighted Combination Mask and Metadata) described in the WorldDEM product description made available by AIRBUS DS on the Website [WorldDEM \(airbus.com\)](https://worlddemportal.sarapi.intelligence-airbusds.com/).
- 1.10. **Service(s):** means the possibility to select, order and download the Product on the Website.
- 1.11. **Subscription package:** means one of the subscriptions packages offered by AIRBUS DS available at the following web address: [WorldDEM \(airbus.com\)](https://worlddemportal.sarapi.intelligence-airbusds.com/) with the Credits details to be consumed within the Service period of 12 months or the Free Trial subscription accessible at the same web address with the Credits to be consumed within 30 days.
- 1.12. **Website:** means the AIRBUS DS online WorldDEM ordering Portal (also referred to as “WorldDEM Portal” accessed either through AIRBUS OneAtlas Platform or directly through the following web address: <https://worlddemportal.sarapi.intelligence-airbusds.com> (and any successor or related site designated by AIRBUS DS), as may be updated by AIRBUS DS from time to time.
- 1.13. **Website Purchase Order:** means a binding order placed by the CUSTOMER on the Website by selecting the Product in the “Place Order” section and submitting the order online by confirming it by clicking the “Buy” button.

2. General Provisions / Acceptance of Terms

The following terms and conditions and the applicable EULA (all together the “Terms”) govern the access to and/or use of the Website, the use of the Account, as well as the purchase of Subscription packages and the ordering of the Products on the Portal and/or use of the Products available at the Website.

By accepting these Terms during the Account registration, by purchasing a Subscription Package or using the Services, the CUSTOMER agrees to be bound by the terms and conditions set forth in the Terms as well as all other applicable terms and policies, including the Privacy Policy and Terms of Use of the Website.

The CUSTOMER will be deemed to have understood and accepted these Terms, which will form a binding Agreement between the CUSTOMER and AIRBUS DS by doing any of the following: (a) accepting a quotation for the purchase of a Subscription Package incorporating these Terms (b) placing a Website Purchase Order through its personal account created on the Website; ((d) downloading a PRODUCT on any computer from the Website;.

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AIRBUS DS will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision: a.) submitted by the CUSTOMER in any order, receipt, acceptance, confirmation, correspondence or other document, b.) related to any online registration, response to any request for bid, request for proposal, request for information, or other questionnaire, or c.) related to any invoicing process that the End-User submit or require AIRBUS DS to complete. d.) if the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control.

The Terms will start on the earlier of the date the CUSTOMER accepts them or otherwise start accessing or using the Services, and will continue until the CUSTOMER stop accessing and using the Services, unless ended earlier as described below.

AIRBUS DS reserves the right to modify or revise the Terms at any time and will use reasonable efforts to notify the CUSTOMER of this. All changes are effective immediately when AIRBUS DS posts them and apply to all access to and use of the Services after that time. The End-User's continued use of the Service following the posting of revised Terms means that the CUSTOMER accepts and agrees to the changes. The CUSTOMER is expected to check this page each time he access the Website so he is aware of any changes to these Terms. The version published on the Website at the relevant time applies between the CUSTOMER and AIRBUS DS. If at any time the CUSTOMER does not agree with any amendment, modification or supplement to the Terms, the CUSTOMER may terminate this Agreement for convenience as per Section 13. The Terms may be modified at any time by AIRBUS DS. The applicable version of the Terms is the one available on the Website at the time the Website Purchase Order is placed by the END-USER.

Any other terms and conditions that the CUSTOMER purports to impose or incorporate, or which are implied by custom, trade practice or course of dealing, shall be ineffective against AIRBUS DS. If a bespoke agreement concluded with the CUSTOMER for the PRODUCT expressly derogates from the Terms, the remaining provisions of the Terms shall remain in full force and effect to the extent that they do no conflict with such bespoke agreement.

3. ORDERING

3.1 Purchase of AIRBUS Subscription Package

To use the Services offered by the Website, the CUSTOMER needs to purchase a Subscription Package that will allow the CUSTOMER to order Products on the Website. Acceptance of the Quotation is one of the prerequisites for the CUSTOMER's WorldDEM Portal Account creation.

To purchase a Subscription Package, the CUSTOMER has to ask for a Quotation for the Subscription Package of its choice. Based on the End-User's request, he will receive a final quotation from AIRBUS DS, which will contain as minimum information, details of the Subscription Package, related prices/ value of the Credits, these Terms and the Ed-User License agreements, which quotation has to be accepted by the CUSTOMER in writing. The acceptance of the final quotation shall constitute the Service Purchase Order and shall irrevocably bind the CUSTOMER to purchase the Subscription Package.

After the purchase of the Subscription Package by the CUSTOMER and the account registration, the CUSTOMER will be notified by AIRBUS DS that his account is accessible and ready for ordering.

The Service will expire twelve (12) months with the exception of the Free Trial, which expires after 30 days from receipt of the notification that his account is created,. The Service shall be deemed expired at the end date of the Service, even if the CUSTOMER has not fully used the Service within its validity period... Deviating therefrom. The CUSTOMER can view the Service expiration date in its account as well as the balance of its allowance all cases other than the Free Trial subscription, the CUSTOMER will receive a notification thirty (30) days prior to expiration of its subscription, .

Notwithstanding any purported clause to the contrary, issuance of a Service Purchase Order as described above shall be deemed to be the irrevocable acceptance by the CUSTOMER of the Terms.

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3.2. Procedure for Ordering of a PRODUCT on the Website

The Website Purchase ORDER may be validly issued from END-USER's personal account on the Website if the Account has a positive balance of allowance by selecting the Product in the "Place Order" section and submitting the order form available on the Website by clicking on the "Buy" button. Immediately after ordering, the Product is shown in the End-User's account in the "Order Tracking" section ready for immediate download.

It is agreed, that when ordering on the Website by pressing the "Buy" button, no receipt confirmation of the Website Purchase Order will be sent by AIRBUS DS to the CUSTOMER and that no information by separate message will be provided to inform him of the Product being ready to download ,

4. Delivery

4.1. Standard delivery conditions for the Service

Within 7 working days from the reception of an evidence of payment of the subscription package, if applicable and all necessary registration data, Airbus DS shall update the CUSTOMER account in order to make the Service available. Once the Service has been made available to the END-USER, Airbus shall send an electronic message to the CUSTOMER to confirm availability of the Service.

4.2 Standard delivery conditions for a Product

Delivery of the Product will be made on-line by allowing the CUSTOMER the download in the order tracking section immediately after the CUSTOMER order placing on the Website done by selecting the Product and clicking the "Buy" button. Immediately after ordering in quasi real time, the Product is included in the order tracking section ready for download. The Product is deemed to be delivered when the Product is included in the order tracking section.

No information by separate message will be provided to inform the CUSTOMER of the Product being ready to download to which he consents.

The deadline for the download of the ordered PRODUCT is, unless otherwise agreed, 30 days for the download counted from the date, the Product is in the order tracking section. If the CUSTOMER does not download the PRODUCT from the designated site within this period of time, the PRODUCT will be removed from the site and if the CUSTOMER is not or unable to download the Product due to no fault of AIRBUS DS, the CUSTOMER has to reorder the Product at its cost.

If the CUSTOMER is unable to download the PRODUCTS from the designated site due to an error by AIRBUS DS, the CUSTOMER must notify AIRBUS DS within 5 calendar days and provide AIRBUS DS with a description of the error and the orders affected. If AIRBUS DS determines that the error was caused by AIRBUS DS, AIRBUS DS will, at its option either repost the affected Product to the site for download at no additional cost to the CUSTOMER or reallocate the consumed credits to the allowance of the End-User.

It is the responsibility of the CUSTOMER to check, immediately after downloading the PRODUCT, that the content downloaded corresponds to the PRODUCT ordered and, if appropriate, to make any complaint in an email sent to AIRBUS DS at the following address within seven (7) days of the downloading: terrasar-x@airbus.com/

5. Prices

Prices of the Subscription Package are in EURO exclusive of taxes and subject to change by AIRBUS DS at any time and without notice.

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Only the prices mentioned in the Service Purchase Order at the time of the purchase and thereafter visible in the Place Order section of the End-User's Account, when selecting a Product shall be binding. "

All prices are exclusive of any taxes or duties that may be levied in connection with the performance of the contract, and that shall be paid by the END-USER.

6. Payments

The invoice for the Credit Purchase Order will be issued by AIRBUS DS after the Service Purchase Order is in force. All invoices will show AIRBUS DS sales order number and the currency.

Unless otherwise explicitly requested by the END-USER, all invoices will be sent to the same address indicated by the CUSTOMER in the account registration form.

All AIRBUS DS invoices are payable without any setoff, discount or reduction. Unless otherwise stated in the Credit Purchase Order, the payment must be made by bank transfer at the latest fourteen (14) days after date of issuance of the invoice.

All payments once made to AIRBUS DS shall have been earned by AIRBUS DS as of the date of payment. The CUSTOMER will not be entitled to any refund for the partial use of the purchased Credits at any time.

Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under those Terms.

The monies shall be credited to the AIRBUS DS account appearing on the invoice. If any amount due to AIRBUS DS remains unpaid after the date on which it is payable (the "Due Date"), AIRBUS DS shall be entitled to charge interest on such sum from the Due Date until the actual date of payment of such sum at a rate of 5% above the base lending rate of European Central Bank in force at time when the payment should have been made. These monies are due the day after the payment date set out in the invoice, without any requirement for notice. In addition to the interest rate, the CUSTOMER shall pay to AIRBUS DS a compensation recovery fee of forty (40) Euros.

Without prejudice to any other right or remedy, AIRBUS DS reserves the right to apply one or more of the following provisions if any sums remain unpaid in whole or in part after the Due Date:

- to suspend the current Service Purchase Order until full payment of the due amounts and to stop any account registration or terminate the provision of the Services as applicable;
- to claim and obtain the refund of all the costs incurred as the result of the contentious recovery of the sums due;
- to take any legal action in order to defend the interests of AIRBUS DS.

In any event, payments may not be suspended, or form the subject of any compensation, without prior written consent by AIRBUS DS.

The price of any Website Purchase Order will be balanced against the value of the subscription package agreed in the Service Purchase Order.

7. Disclaimer of Warranty - Liability

7.1 The CUSTOMER is responsible for identifying its requirements and ensuring the suitability of a PRODUCT to its satisfaction. AIRBUS DS shall provide no advice or recommendation whatsoever in this respect, and shall under no circumstances be held liable for the suitability or otherwise of the PRODUCT. AIRBUS DS warrants that the PRODUCT/s delivered will materially conform to the applicable technical specifications and to the ordered Aol.

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For any transactions performed through the Website, AIRBUS DS shall not be liable for any dysfunction in the END-USER'S Internet connection, loss of any PRODUCT downloaded by the END-USER, dysfunction of the END-USER's equipment, failure of the CUSTOMER to download the PRODUCT within the prescribed period, or for the incorrect selection by the CUSTOMER of its Aol.

7.2. 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 any PRODUCT is free of bugs, errors, defects or omissions, and that the operation of the PRODUCT will be error free or uninterrupted or that all non-conformities will or can be corrected. AIRBUS DS's warranty for a PRODUCT shall be limited either to the replacement of the defective PRODUCT if available, or to a refund of the price paid for the PRODUCT by augmenting the balance of the allowance on the Website, to the exclusion of any indemnity or damages. Any claim related to the quality and/or quantity of any PRODUCT delivered must, to be admissible, be well-founded evidenced and sent by registered mail at the latest seven (7) days after the delivery of the PRODUCT. No return of any PRODUCT shall be accepted without the prior written consent of AIRBUS DS and its licensor.

7.3 Limitations of liability: Except to the extent prohibited by law or to the extent any statutory rights apply that cannot be excluded, limited or waived, the following applies:

7.3.1. AIRBUS DS will be liable for Losses (claims damages losses liabilities costs and expenses in the meaning of Sections 249 subsequent of the German Civil Code) caused intentionally or with gross negligence by AIRBUS DS, its legal representatives (Organe) or senior executives (leitende Angestellte) and for Losses caused intentionally by other assistants in performance (Erfüllungsgehilfen). In respect of gross negligence of other assistants in performance AIRBUS DS liability will be as set forth by the provision for simple negligence as in subpara 7.3.4 below.

7.3.2. AIRBUS DS will be unrestricted liable for death, personal injury or damage to health caused by the intent or negligence by AIRBUS DS, its legal representatives or assistants in performance.

7.3.3. In no event shall AIRBUS DS and/or its licensor nor anybody having contributed to development and/or production and/or delivery be liable or responsible for any indirect and/or consequential damages such as loss of profit, loss of production, loss of operation, loss of dates, loss of data or information, loss of a right, interruption of a service, and other such losses caused to the CUSTOMER or to any third party

7.3.4. If AIRBUS DS breaches its essential obligations through simple negligence, AIRBUS DS cumulative liability will be limited to the amount the CUSTOMER actually paid to AIRBUS DS for the PRODUCT.

7.4 In addition the warranty and liability conditions which are specific to a PRODUCT are as set out in the applicable EULA.

8. END-USER's Use of the Website

8.1. The END-USER's use of the Website shall be compliant with the legal information related to the WEBSITE contained on at the following web address: [https://worlddemportal.sarapi.intelligence-airbusds.com/\(main:about/legal\)](https://worlddemportal.sarapi.intelligence-airbusds.com/(main:about/legal)). By using the Website, the CUSTOMER declares that it has read and accepted this legal information, in particular the CUSTOMER represents and warrants that:

- it has the legal capacity to enter into a contract for any Service Purchase Order or Website purchase order;
- no false information is entered into on its personal account on the Website and during its use of the Website.

8.2. The END-USER's use of the Website for ordering purposes has as prerequisite that the CUSTOMER has been registered upfront and that AIRBUS DS has granted the CUSTOMER access by providing him an account with personal login data.

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If the CUSTOMER choose to create an Account, the CUSTOMER agree to provide only accurate, complete registration information, and the CUSTOMER will keep that information up-to-date if it changes.

The CUSTOMER represents and warrants that:

- the information about the CUSTOMER given for the creation of its personal account was true, accurate, current, and complete as required by AIRBUS DS registration forms ("Registration Data");
- the CUSTOMER will maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

The CUSTOMER agrees to register in good faith and not to misrepresent the identity of another person or company. AIRBUS DS is not responsible for the accuracy of the information provided.

The CUSTOMER is solely responsible for maintaining the confidentiality of his account, log-in details and password and should not share these with any other party. The CUSTOMER is fully responsible for all activities that occur under his account. The CUSTOMER agrees to notify AIRBUS DS immediately if the CUSTOMER suspect any unauthorised use of his account or any other breach of security. AIRBUS DS cannot and will not be liable for any loss or damage arising from the END-USER's failure to comply with this section. Any accounts which have been registered with another person's email address or with temporary email addresses may be closed without notice. AIRBUS DS may require users to re-validate their accounts if AIRBUS DS suspects use of an invalid email address.

8.3. If the CUSTOMER has provided or provides any information that is untrue, inaccurate, not current or incomplete, or AIRBUS DS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, AIRBUS DS has the right to suspend or terminate the CUSTOMER account on this Website and refuse any and all current or future use of the PRODUCTS.

9. Collection and Processing of Personal Information

All personal data of the CUSTOMER shall be processed by AIRBUS DS in conformity with the privacy notice available on the Website at the following web address: [https://worlddemportal.sarapi.intelligence-airbusds.com/\(main:about/legal\)](https://worlddemportal.sarapi.intelligence-airbusds.com/(main:about/legal)) .

10. Non-Exclusivity

No CUSTOMER is granted an exclusive right of use of any PRODUCT.

11. Confidentiality

The CUSTOMER commits, for a period of five (5) years from the date of issuance of AIRBUS DS's Subscription Package offer to consider confidential all information, of any nature whatsoever, which it may have obtained as a result of or in connection with AIRBUS DS's technical or commercial proposal or of the supply of any PRODUCT. The CUSTOMER guarantees AIRBUS DS that its personnel and sub-contractors shall comply with and maintain the confidentiality of the said information. Any breach of the confidentiality clauses linked to this contractual relationship shall lead to termination of such contractual relationship by service of notice by AIRBUS DS upon the CUSTOMER such termination to take effect on the date specified in the notice, without any liability on the part of AIRBUS DS.

12. Force Majeure

AIRBUS DS shall not be liable for failing to meet its contractual obligations if such failure is due to the occurrence of a Force Majeure event.

A Force Majeure event shall include but not be limited to any occurrence beyond the reasonable control of AIRBUS DS, of any nature whatsoever, and in particular natural catastrophes, bad weather, fires, collective work disputes, strikes, or

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other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, sabotage, embargoes, interruptions or delays in the transport or means of communication, war, acts, epidemics, pandemics, quarantine restrictions, government agency decision governmental (including any public agency) or U.N. decision (in particular those requesting suspension of the transmission of telemetry or distribution of data) or regulations issued by a government, by civil or military authorities (including delays in the obtainment of authorizations or licenses of any sort), by the U.N., which may occur as from the date of the Service Purchase Order or Website Purchase Order and would prevent its total or partial execution.

AIRBUS DS will promptly give notice to the End-User, stating the period of time the occurrence is expected to continue and the subscription period will be extended for the duration of the force majeure event.

13. Term and Termination

13.1 Term: The Term of this Agreement will start on the Effective Date and will remain in effect until terminated under this Section or until expiration date of the subscription. Any notice of termination of this Agreement by either Party to the other must include a Termination Date that complies with the notice periods as provided in this Section.

13.2 Termination for Convenience. The CUSTOMER may terminate this Agreement for any reason by providing AIRBUS DS notice and requests closing of his Account for all Services. AIRBUS DS may terminate this Agreement for any reason by providing the CUSTOMER at least thirty (30) days' advance notice.

13.3 Termination for Cause. Either Party may terminate this Agreement for cause if the other Party is in material breach of this Agreement and the material breach remains uncured for a period of seven (7) days from receipt of notice by the other Party. No later than the Termination Date, the End-User's account will be closed. AIRBUS DS may also terminate this Agreement immediately upon notice and /or (a) for cause if AIRBUS DS has the right to suspend under Section 6 or 8, (b) in order to comply with any relevant request of any governmental entity; (c) in case of expiration of the Service according to Section 3.1.

13.4 Effect of Termination: Upon the Termination Date: a) except as provided in 13.4 b) all rights of the CUSTOMER under this Agreement immediately terminate b) The CUSTOMER remains responsible for all fees and charges due on the Termination Date. Sections 8, 9, 14 to 18 will continue to apply in accordance with their terms.

14. Jurisdiction and Law Application

The laws of the Federal Republic of Germany without reference to conflict of law rules govern the Terms. The United Nations Convention for the International Sale of Goods does not apply to this Agreement

Any dispute arising from or in connection with this Agreement or the fulfilment thereof will be exclusively adjudicated in the Courts of Munich, Germany and the CUSTOMER consents to this exclusive jurisdiction and venue. The preceding provision regarding jurisdiction does not apply if the CUSTOMER is a consumer based in the European Union. If The CUSTOMER is a consumer based in the European Union, he may make a claim in the courts of the country where he reside.

Notwithstanding the forgoing AIRBUS DS and CUSTOMER agree that AIRBUS DS may bring suit against CUSTOMER before the court of any END-USER's business seats and/or court where any breach of these Terms or infringement of AIRBUS DS rights occurred.

15. Applicable EULA

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15.1 The description of the rights to use granted to the CUSTOMER are defined in the applicable EULA, available at the following address: [https://worlddemportal.sarapi.intelligence-airbusds.com/\(main:about/legal\)](https://worlddemportal.sarapi.intelligence-airbusds.com/(main:about/legal)). Any Website Purchase Order shall be deemed to be the irrevocable acceptance of the applicable EULA by the END-USER.

15.2 AIRBUS DS or its licensor(s) shall remain the owner of any PRODUCT at all times.

16. Waiver

If AIRBUS DS does not enforce any of the Terms, this shall not be interpreted as constituting a waiver or renunciation by AIRBUS DS, of any one of its rights, nor shall it affect the validity of all or part of the Terms, nor shall it constitute a bar to any future action by AIRBUS DS. All waivers by AIRBUS DS must be in writing to be effective (Section 126(1) of the German Civil Code – Bürgerliches Gesetzbuch).

17 Export Control

The Parties shall be responsible for complying with all applicable national and international laws and regulations applicable to import, export, re-export and transfer/re-transfer. The CUSTOMER is advised that the PRODUCT may be subject to government export regulations. Accordingly the CUSTOMER agrees that no PRODUCT will be exported from the territory where payment is received for the PRODUCT without obtaining the prior approval in writing of all regulatory authorities at no cost to AIRBUS DS. The CUSTOMER hereby undertakes to indemnify AIRBUS DS against any claims, losses, damages or expenses incurred by AIRBUS DS as a result of any breach by the CUSTOMER of this Condition 17.

18. Miscellaneous

18.1 Amendment: Any amendment or modification of the Terms do not come into effect until it is signed by the representative duly authorized by each of the parties.

18.2 Assignment: Neither the Terms nor any rights granted by it may be assigned or transferred by the CUSTOMER and/or Licensee by merger, acquisition and operation of law or other event, without the prior written consent of AIRBUS DS. AIRBUS DS may assign this Agreement without consent if the End-User: a. in connection with a merger, acquisition or sale of all or substantially all of AIRBUS DS asset b. to any affiliate in the meaning of Sections 15 ff. German Stock Companies Act (Aktiengesetz); and effective upon such assignment, the assignee is deemed substituted for AIRBUS DS as a Party to this Agreement and AIRBUS DS is fully released from all of its obligations and duties to perform under this Agreement.

Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective permitted successors and assigns.

18.3 Severability: If any provision of the Terms is held to be invalid or unenforceable, the remaining portions of the Terms will remain in full force and effect. In such case the parties will cooperate in the creation of terms which achieve such legally valid result as come closest commercially to that of the invalid or unenforceable provision. The above will apply accordingly to the closing of any unintended gaps in the Terms.

18.4. Compliance with laws: The CUSTOMER is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and the Contract and agrees to comply with all these laws, regulations and other legal requirements including without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and all applicable national and international laws on combating bribery and corruption, on anti- money laundering, international trade sanctions and export control.

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18.5. Governmental Authorization: CUSTOMER hereby expressly recognizes and accepts that governmental authorities may, in particular pursuant to applicable export and space law and regulation, limit the conditions of acquisition, distribution and delivery of PRODUCTS and that order and delivery of PRODUCTS may be subject to prior authorization. Customer shall comply with any interdiction or restriction related hereto.

18.6. Notices:

18.6.1. to CUSTOMER: AIRBUS DS may provide any notice to the CUSTOMER under the Terms by sending a message to the email address then associated with the CUSTOMER account. It is the END-USER's responsibility to keep its email address current

18.6.2 to AIRBUS DS: To give AIRBUS DS notice under the Terms, the CUSTOMER must contact AIRBUS DS by sending a message to the Email address: terrasar-x@airbus.com. AIRBUS DS may update the address for notices as well as for other requests by sending a message to the email address then associated with the CUSTOMER account.

18.7. This Agreement incorporates the Policies by reference and is the entire agreement between the CUSTOMER and AIRBUS DS regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the CUSTOMER and AIRBUS DS, whether written or verbal, regarding the subject matter of this Agreement.