STANDARD END-USER LICENCE AGREEMENT TO USE AIRBUS 3D WORLD DEM 5 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 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, 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 5, 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 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 use the PRODUCT and/or VAP only for the purpose of the contract given by the END-USER (iii) 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:** 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

(i) **EXTRACT display:** the END-USER is granted the right to display EXTRACT(s) on a public website for promotion

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 authorised 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 basis;

(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 distribution of any imagery which geolocation has been enhanced:** the END-USER shall not transmit, disseminate, make available, transfer, sell, rent, lease to any third party, or get any direct or indirect gain from an imagery product whose geolocation has been enhanced using the PRODUCT through processes such as orthorectification or raw imagery native location improvement.

(f) **No reverse engineering**: the END-USER shall not use or combine any EXTRACT for the purpose of recreating the PRODUCT or similar data.

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purposes being understood that (i) the END-USER shall not display and/or post any content which include the EXTRACT and which may adversely affect Airbus DS ans (ii) AIRBUS DS reserves the right to request removal of any EXTRACT posted 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 satellite data (except those listed in Annex 1) contained in the PRODUCT is the property of the Deutsche Zentrum für Luft- und Raumfahrt e. V. (DLR)
The PRODUCTS 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 Licence does not give any right to use AIRBUS DS trademarks or logos unless explicitly authorized by AIRBUS DS.

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
DEM 5 products, WorldDEM™ and WorldDEM™ DTM	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 Licence.

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

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ARTICLE 4: LIABILITY

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

4.2 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.

4.3 Liability under article 4.2 is limited to the amount not exceeding the amount the END-USER actually paid in the aggregate to AIRBUS DS for the PRODUCT giving raise to the claim.

4.4. Subject to article 4.6 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.

4.5 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.

4.6 The limitations and exclusions of liability pursuant to clauses 4.2, 4.3, 4.4 and 4.5 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.

4.7. 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 also applies to the personal liability of ARIBUS 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 5: TERM AND TERMINATION

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

5.2 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 provision. The END-USER shall have no claim to any kind of indemnity in this case. Upon termination of this Licence 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 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.

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ARTICLE 7 GENERAL TERMS

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

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

7.3. Changes, Modifications. Any amendment or modification of the Licence does not come into effect until it is signed by the representative duly authorized by each of the Parties.

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"), 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 8 - 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 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 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 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) in a format used in in a digital report (such as.pdf, .doc, .ppt) or printed report or any format without georeferencing information, with or without rasters or vectors on top; and
(iv) properly attributing the copyright imagery.

"PRODUCT": means Airbus 3D World DEM 5 products and any other data/geo-information product -with the exception of DEM for Ortho (formally WorldDEM4Ortho) as specified in the agreement, purchase order or subscription to which this Licence 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.

"Airbus 3D World DEM 5 products": means the edited digital elevation model based on the former global WorldDEM™ / WorldDEM Neo layer and derived from the TanDEM-X Mission data i.e. DSM 5, DTM 5 and DTM Level 2 all produced and distributed by AIRBUS DS. Data resources used to enhance data material (gap filling) are listed in Annex A.

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ANNEX 1:

The following data resources have been used to enhance data material (gap filling) of the Airbus 3D World DEM 5products (DSM 5, DTM 5 and DTM Level 2) and 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)

The foregoing list of data sources and hyperlinks is for informational purposes only. END-USER is not bound by any supplemental terms and conditions associated with these data sources or contained at these hyperlinks (e.g. additional attribution requirements, restrictions, prohibitions).

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