

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.

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

Internally:

- (a) **PRODUCT use:** the END-USER is granted the right to use the PRODUCT within the framework of ACADEMIC USE only;
- (b) **VAP/DW production:** the END-USER is granted the right to alter, process and/or modify the PRODUCT to produce VALUE ADDED PRODUCTS and/or DERIVATIVE WORKS within the framework of ACADEMIC USE only;
- (c) **PRODUCT installation on computers:** the END-USER is granted the right to install the PRODUCT on as many individual computers as needed in its premises, including internal computer network (with the express exclusion of the Internet), for the permitted uses specified in this Article 1.1;
- (d) **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.

Externally:

- (e) **EXTRACT display:** the END-USER is granted the right to post an EXTRACT on an Internet site in an Internet-compatible image format (without associated metadata), or to make available printed copies of an EXTRACT with the credit set forth in Article 2.2 conspicuously displayed, for promotion purposes, training material or publication of the results of the academic research, as long as it doesn't include areas of aircraft crashes or accidents, being understood that (i) the END-USER shall not display and/or post any content which include EXTRACT(s) and which may adversely affect Airbus DS and (ii) Airbus DS reserves the right to request the removal of any EXTRACT posted online when deemed necessary to avoid harm, liability, or reputational damage;

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 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/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.

(f) **DW distribution:** the END-USER may freely distribute DERIVATIVE WORKS to third parties for ACADEMIC USE.

The END-USER shall inform AIRBUS DS of the results of the research work 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.

ARTICLE 2 – INTELLECTUAL PROPERTY RIGHTS

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, VAP and/or EXTRACT, when displayed or printed in accordance with Article 1.1, shall include the credits listed in Article 2.2.1 conspicuously displayed.

2.2 Intellectual Property Law

2.2.1 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
SPOT 1 to 5 Pléiades	Centre National d'Études Spatiales (CNES)	“© CNES (year of acquisition), Distribution Airbus DS”	French law
SPOT 6 and 7 Pléiades Neo	Airbus DS	“© Airbus DS (year of acquisition)”	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 Law 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 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. The PRODUCT is subject to the French law on Space Operations in force since June 2008 under which the French governmental authorities may, temporarily or permanently, prohibit and/or limit the collection and/or dissemination of high-performance resolution satellite imagery PRODUCT.

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. The 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 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

This License is governed by the laws of the Commonwealth of Virginia. All disputes shall be referred to the courts of the 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 hereof shall be applicable.

ARTICLE 7 – DEFINITIONS

“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.

“AIRBUS DS”: means Airbus DS Geo Inc.

“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 from a PRODUCT shall never be considered as DERIVATIVE WORKS.

“END-USER”: means the academic organization (either a university, college, technical training institute or school) duly accredited which has accepted this License to be supplied with the PRODUCT, including its possible offices and campuses within the same country.

“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 pixel or metadata contained in the PRODUCT or VAP as follows:

- (i) 2048 x 2048 pixels; and
- (ii) at a resolution no better than resolution of imagery at which the EXTRACT was captured;
- (iii) in a format used 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 the satellite imagery product supplied to the END-USER.

“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 from a PRODUCT shall always be considered as a VAP.