#### **TECHNICAL EVALUATION LICENCE**

# NON-EXCLUSIVE LICENCE TO USE STANDARD PRODUCT FOR TECHNICAL EVALUATION PURPOSE ONLY IN THE FRAMEWORK OF PLEIADES USERS GROUP

By downloading and/or manipulating and/or using the PRODUCT, the END-USER signifies that he unconditionally accepts all the terms and conditions of the present Technical Evaluation Licence Agreement (hereinafter referred to as the "LICENCE"). The acceptance by the END-USER of this LICENCE is the condition upon which Astrium GEO-Information Services makes the PRODUCT available to the END-USER. The END-USER of the PRODUCT shall guarantee that the PRODUCT and any copy are used in strict compliance with the terms hereof.

This LICENCE is entered into by and between the END-USER and Spot Image S.A ("Astrium GEO-Information Services"), an entity of Astrium Group.

#### **ARTICLE 1 - DEFINITIONS**

"DERIVATIVE WORKS": means any derivative product or information developed by the END-USER from the PRODUCT, which does not contain any imagery data from the PRODUCT and is irreversible and uncoupled from the source imagery data of the PRODUCT. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model (in any form whatsoever, i.e. database for instance) derived from a PRODUCT shall never be considered as DERIVATIVE WORKS.

"END-USER": means either companies, academic and scientific institutions or individuals of adult age or under adult age with the authorization of their parents or guardian, which is supplied with the PRODUCT and accepts this LICENCE.

"EXTRACT": means an extract of a PRODUCT which may consist of:

- an extract of 1024 x1024 pixels maximum; or
- if supplied with the PRODUCT (preview file) by Astrium GEO-Information Services, the sub-sample (ratio 32 toward original PAN (8 toward original XS)) of the original image of the PRODUCT.

"PRODUCT": means any standard satellite imagery and/or radar product provided to the END-USER for technical evaluation purpose in the framework of PLEIADES Users Group.

"VAP": means any product developed by the END-USER, which contains imagery data from the PRODUCT, and resulting in a significant modification of the PRODUCT, through technical manipulations and/or addition of other data. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model derived from a PRODUCT shall always be considered as a VAP.

#### **ARTICLE 2 - LICENCE**

#### 2.1 Permitted Uses

The END-USER is hereby granted by Astrium GEO-Information Services a limited, non-exclusive, non-transferable, licence:

- (a) to make an unlimited number of copies of the PRODUCT for the Permitted Uses specified in this Article 2.1;
- (b) 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 2.1:
- (c) to use the PRODUCT for internal technical evaluation purposes only;
- (d) to alter or modify the PRODUCT to produce VAP and/or DERIVATIVE WORKS;
- (e) to use any VAP and/or DERIVATIVE WORKS for internal technical evaluation purposes only;
- (f) to use a PRODUCT, VAP and/or DERIVATIVE WORKS in the framework of competitive analysis (such as benchmarking) for internal technical evaluation purposes only; and
- (g) to print one EXTRACT of the PRODUCT for internal technical evaluation purpose only. Such print shall include the following credit conspicuously displayed: "includes material © CNES \_\_\_\_\_(year of production), Distribution Astrium Services / Spot Image S.A., France, all rights reserved" written in full.

All rights not expressly granted by Astrium GEO-Information Services under the present Article 2.1 are hereby retained by Astrium GEO-Information Services.

### 2.2 Prohibited Uses

The END-USER shall not:

- (a) use the PRODUCT and/or any product created from the PRODUCT for any use other than internal technical evaluation especially, any commercial use;
- (b) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT;
- (c) reproduce, transmit, disseminate, or make available in any way the PRODUCT and/or any product created from the PRODUCT, in whole or in part, to any third party, by any means, free of charge or in return for payment;
- (d) transfer the PRODUCT outside of the territory of establishment of the END-USER; or
- (e) do anything not expressly permitted under Article 2.1.

In particular, any transfer, distribution and/or dissemination whatsoever of the PRODUCT, either in whole or in part, via the Internet or any other computer network is strictly prohibited.

The END-USER shall not use the PRODUCT and/or any product created from the PRODUCT, in whole or in part, for any commercial and/or operational use, using any operational system of any kind (terrestrial vehicle, plane, unmanned aerial vehicle, weapon system, boat, simulation system, command and control system, training system, targeting system, IMINT...). Without prejudice to the provision of clause 2.1 above, no announcement or communication (press releases or other public disclosures) in connection with the existence or the subject matter of the Pleiades Users Group shall be made or issued by or on behalf of the END-USER, without the prior written approval of Astrium GEO-Information Services. Furthermore, the END-USER undertakes to keep confidential all information provided in connection with the existence or the subject matter of the Pleiades Users Group and shall instruct its officers, employees and other representatives having access to such information of such obligation of confidentiality. This obligation of confidentiality shall survive the expiry of this LICENCE for a period of five (5) vears thereafter.

## ARTICLE 3 - INTELLECTUAL PROPERTY RIGHTS

- 3.1 The satellite imagery data contained in the PRODUCT are the property of Centre National d'Études Spatiales (CNES),
- **3.2** The PRODUCT is protected by French and international copyright laws.
- 3.3 In addition, 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 to similar statutes in European countries that have incorporated EU Directive n° 96/9 of 11 March 1996 on database copyright into their laws.

#### ARTICLE 4 - WARRANTY - LIABILITY

- 4.1 Astrium GEO-Information Services warrants that it has sufficient ownership rights in the PRODUCT to make the PRODUCT available to the END-USER under the terms hereof.
- 4.2 The PRODUCT is complex: Astrium GEO-Information Services 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 nor that all non-conformities will or can 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. Astrium GEO-Information Services disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.
- 4.3 In no event shall Astrium GEO-Information Services, nor its licensors, nor anybody having contributed to development and/or production and/or delivery of the PRODUCT, be liable for any claim, damage or loss incurred by the END-USER, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary 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 Astrium GEO-Information Services and its licensors and of anybody having contributed to the development and/or production and/or delivery of the PRODUCT shall in any case be limited to five hundred euros (500€).

# ARTICLE 5 - MISCELLANEOUS

- 5.1 This LICENCE shall run until December 31, 2013. It is granted free of royalties.
- 5.2 Astrium GEO-Information Services may, in addition to all other remedies to which it may be entitled under this LICENCE or at law, modify these terms at any time, including terminating them and cancelling the PLEIADES Users Group without any right to compensation for the END USER. - Upon termination or expiration of this LICENCE, the END-USER shall return to Astrium GEO-Information Services the PRODUCT and all copies thereof.
- 5.3 The END-USER shall not transfer part or all of this LICENCE.
- 5.4 In the event that any provision of this LICENCE is declared invalid or unenforceable, the remaining provisions hereof shall
- 5.5 This LICENCE is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.

(Date)	(Title of the representative of the END USER)
(Name of the organization of the END USER)	
(Name of the representative of the END USER)	(Signature of the representative of the END USER)