

STANDARD LICENCE**NON-EXCLUSIVE LICENSE TO USE REFERENCE3D PRODUCTS
BETWEEN AIRBUS DS GEO SA AND THE END-USER****INTRODUCTION**

PLEASE READ THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT CAREFULLY BEFORE SIGNING IT.

WARNING: THE PRODUCT IS A RESTRICTED USE PRODUCT, WHICH CANNOT BE TRANSFERRED OR DISCLOSED.

DEFINITIONS

“**End-User**” means the entity which is supplied the PRODUCT and signs this End-User License Agreement.

“**PRODUCT**” means:

- (a) any Reference3D product(s) with the following reference: _____ ; and / or
- (b) any Digital Elevation Model or Digital Terrain Model produced from data included in a Reference3D product, with following references: _____.

ARTICLE 1

Airbus DS Geo SA (hereinafter referred to as “AIRBUS DS”) hereby provides the PRODUCT to the End-User, who may:

- (a) Install the PRODUCT on as many individual computers as needed in its premises, including internal computer network (with the express exclusion of the internet);
- (b) Make a maximum of ten (10) copies for (i) installation of the PRODUCT as per (a) above and (ii) for archiving and back-up purposes;
- (c) Print or use part or all of the PRODUCT for its own internal needs.

The End-User shall be authorized to alter or change the PRODUCT and to create added value to the PRODUCT provided this is made by – or under the responsibility of - the END-USER and used by and for END-USER own internal needs only.

ARTICLE 2

The PRODUCT is the joint property of AIRBUS DS and IGN France.

The satellite data constituting the PRODUCT are the property of:

- Centre National d'Études Spatiales (CNES) for SPOT 1 to 5 satellites imagery data;
- AIRBUS DS for SPOT 6 and 7 satellites imagery data.

The PRODUCT is protected by copyright and by articles L 341-1 to 343-4 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.

The PRODUCT's origin shall be mentioned in any publication using PRODUCT data, or in any material that reproduces results obtained from said data. This shall be indicated by the words written in full:

- For SPOT 1 to 5 imagery data: “© CNES (year of acquisition), © AIRBUS DS (year of production of the PRODUCT) and © IGN France (year of production of the PRODUCT) ; all rights reserved”
- For SPOT 6 and 7 imagery data: “© AIRBUS DS (year of acquisition) and © IGN France (year of production of the PRODUCT) ; all rights reserved”

This mention shall not be removed from the PRODUCT.

ARTICLE 3

The End-User shall comply and ensure compliance with the terms of this End-User License Agreement. S/he shall not authorize any person to reproduce, transmit, disseminate or make available in any way the PRODUCT or any part of it to any third parties, by electronic or other means, free of charge or in return for payment.

In particular, it is strictly forbidden to disclose, distribute or otherwise transfer the PRODUCT to any third parties via the Internet.

The End-User shall take all steps to ensure that the PRODUCT is used in accordance with the terms of this End-User License Agreement. In particular, s/he shall be responsible for:

- installing the PRODUCT and ensuring that it is properly used; and
- ensuring a secure work environment to enforce these provisions, in particular by allowing access to authorized users only.

Airbus DS Geo SA

Société anonyme (325 089 589 R.C.S. Toulouse) with share capital of 18 022 949 €
Registered office: 5 rue des Satellites – 31400 TOULOUSE – FRANCE
TVA : FR 30325089589 – APE/NAF : 7112B

ARTICLE 4

This End-User License Agreement shall not, whole or in part, be transferred without AIRBUS DS's prior written consent.

ARTICLE 5

This End-User License Agreement is effective once the End-User has signed it and shall run for the entire term of protection of French Intellectual Property rights inherent in the PRODUCT.

ARTICLE 6

AIRBUS DS may terminate this End-User License Agreement, with one (1) month's notice in writing if the End-User is presumed to have breached the terms of this End-User License Agreement. The End-User shall have no claim to any kind of refund in this case. This End-User License Agreement terminates automatically if the End-User breaches its terms, and in this case the End-User shall return the PRODUCT to AIRBUS DS immediately.

ARTICLE 7

AIRBUS DS warrants to the End-User that every care has been taken to ensure that the PRODUCT supplied by AIRBUS DS to the End-User is free from defects of workmanship and material. In addition, AIRBUS DS warrants that the PRODUCT meets the technical specifications as defined in AIRBUS DS offer.

However, AIRBUS DS's responsibility and liability are limited to the replacement of the defective PRODUCT, subject to acceptance of such by AIRBUS DS.

AIRBUS DS gives no further warranty and expressly excludes the same whether express, implied, statutory, or otherwise, especially as to quality or fitness of the PRODUCT for any particular purpose.

ARTICLE 8

Neither AIRBUS DS, nor anybody having contributed to developing and / or production and / or delivery of the PRODUCT shall be liable to the End-User or to any other person for any loss or damage whatsoever and howsoever caused arising directly or indirectly in connection with the direct or indirect supply of the PRODUCT other than imposed by the law applicable to this Agreement.

AIRBUS DS's financial liability shall not exceed twenty percent (20%) of amounts exclusive of VAT paid in settlement of a PRODUCT ordered and delivered for which a claim has been received, limited to a maximum of Euros 15.000 per loss and Euros 30.000 per annum.

Neither AIRBUS DS nor anybody having contributed to developing and / or production and / or delivery of the PRODUCT shall be liable in any way for consequential, incidental and/or intangible damages such as loss of business, loss of production, operating losses, missed deadlines, loss of data or information, loss of enjoyment of rights, interruption in a service performed by a person or asset, etc., suffered by the End-User and / or any third party.

The End-User waives all claims and it guarantees that its insurers will not file claims against AIRBUS DS to compensate for the pecuniary consequences of damages to third parties. The End-User shall indemnify AIRBUS DS for all claims by third parties arising directly or indirectly out of the supply of the PRODUCT.

In the event that any limitation or provision contained in this End-User License Agreement be held invalid for any reason and AIRBUS DS becomes liable for loss or damage that could otherwise have been contractually or legally excluded, such liability shall be subject to other provisions limiting AIRBUS DS's liability to the price paid by the End-User for the Product, or other items which such loss or damage directly arose.

ARTICLE 9

This End-User License Agreement is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.

Done in (country and city) _____, this day _____

For the End-User:

Institution or company name: _____

Type: (university, government agency, private company) _____

Full address: _____

Full name in block letters: _____

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Phone number: _____

E-mail Address: _____

Signature: _____

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