

TECHNICAL EVALUATION LICENCE

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By downloading and/or manipulating and/or using the PRODUCT, the END-USER signifies that it 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 Airbus Defence and Space/ Airbus DS Geo GmbH 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 Airbus DS Geo GmbH, Claude-Dornier-Strasse, 88090 Immenstaad, Germany ("Airbus DS"), an entity of Airbus 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 or height information 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 (Digital Surface 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 the person, acting in its own name, or the legal commercial business entity, including its possible offices and branches in its country of residence, or the government agency, which is supplied with the PRODUCT and accepts this LICENCE. When the PRODUCT is supplied to a government entity (civil agency, public department, etc.), the END-USER shall be deemed to be only such part of the government entity as located at the address to which the PRODUCT is supplied, except upon Airbus DS prior agreement in writing.

"PRODUCT": means the satellite imagery and/or Digital Elevation Model product that is provided to the END-USER for technical evaluation purpose.

"VALUE ADDED PRODUCT (VAP)": means any product developed by the END-USER, which contains imagery data or height information 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 (Digital Surface or Digital Terrain Model) derived from a PRODUCT shall always be considered as a VAP.

"WorldDEM_{core}": means the unedited digital surface model derived from the TanDEM-X Mission data and distributed by Airbus DS.

"WorldDEM-PRODUCT": means the WorldDEM_{core} product, and any other data/geo-information product derived from the TanDEM-X Mission data produced by Airbus DS (e.g. WorldDEMTM, WorldDEM DTM).

ARTICLE 2 - LICENCE

2.1 Permitted Uses

The END-USER is hereby granted by Airbus DS 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 for internal technical evaluation purposes only;
- (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;
- (g) to make the PRODUCT and/or any VAP available to contractors and consultants, only with prior written authorization from Airbus DS and only for technical evaluation on behalf of the END-USER, subject to such contractors and consultants agreeing in writing, in advance, (I) to be bound by the same limitations on use as applicable to the END-USER, and (II) to return the PRODUCT to END-USER, and to keep no copy thereof, upon completion of the contracting or consulting engagement.

All rights not expressly granted by Airbus DS under the present Article 2.1 are hereby retained by Airbus DS.

2.2 Prohibited Uses

The END-USER shall not, and shall guarantee that any contractor or consultant engaged as per the provisions of Article 2.1 (g) does not:

- (a) use the PRODUCT, VAP and/or DERIVATIVE WORKS for any use other than internal technical evaluation, especially, any commercial and/or operational 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 other than a contractor or consultant engaged as per the provisions of Article 2.1 (g), by any means, free of charge or in return for payment;
- (d) publish the PRODUCT, VAP and/or DERIVATIVE WORKS. The END-USER shall be entitled to publish the PRODUCT, VAP and/or DERIVATIVE WORKS only with prior Airbus DS written authorization and only provided that the END-USER conspicuously marks the copyright with the credit as indicated in the written authorization of Airbus DS;
- (e) publish or communicate any results of the technical evaluation or any competitive analysis (such as benchmarking) of any PRODUCT, VAP and/or DERIVATIVE WORKS except article 2.1 f). The END-USER shall be entitled to publish results of the technical evaluation or competitive analysis only with prior written authorization from Airbus DS;
- (f) transfer the PRODUCT outside of the territory of establishment of the END-USER; or
- (g) do anything not expressly permitted under Article 2.1.

2.3 Technical Evaluation Results

The END-USER shall inform Airbus DS of the results of the evaluation it has performed within 3 months after receipt of the PRODUCT. Airbus DS reserves the right to use the results for promotion purposes.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

3.1 The data contained in the PRODUCT are the property of Deutsches Zentrum für Luft- und Raumfahrt e.V. (DLR) for TerraSAR-X /TanDEM-X satellite data and TanDEM-X Mission data which are contained in the WorldDEM-PRODUCTS.

The WorldDEM-PRODUCTS except the WorldDEM_{core} are produced by Airbus DS. They are the property of Airbus DS and are protected in accordance with the copyright laws of Germany and applicable international laws.

3.2 The PRODUCT is protected by German and international copyright laws.

ARTICLE 4 – WARRANTY – LIABILITY

4.1 Airbus DS 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; 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 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. Airbus DS disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.

4.3 In no event shall Airbus DS, 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 Airbus DS 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 for six (6) months from the date the PRODUCT is made available to the END USER. It is granted free of royalties.
- 5.2** Airbus DS may, in addition to all other remedies to which it may be entitled under this LICENCE or at law, terminate this LICENCE by notice in writing if the END-USER breaches any provision hereof. The END-USER shall have no claim to any kind of indemnity in this case. Upon termination or expiration of this LICENCE, the END-USER shall return to Airbus DS the PRODUCT and VAP 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 be applicable.
- 5.5** This LICENCE is governed by the laws of Germany. All disputes shall be referred to the courts of Munich, Germany.