

NON-EXCLUSIVE LICENCE TO USE STARLING PRODUCT FOR EXTERNAL NON-COMMERCIAL PURPOSES

This Non-Exclusive 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 downloading, manipulating 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 5.2, non-transferable Licence to use the PRODUCT as set out in Article 1.1, subject to the restrictions set out in Article 1.2.

1.1 Right to use the PRODUCT

Internally:

- (a) **Installation and use in internal devices:** the END-USER is granted the right to install the PRODUCT in an unlimited number of individual computers in its premises, or to have access to the PRODUCT in streaming for an unlimited number of SEATS, and to use the PRODUCT for internal purposes;
- (b) **Copies production:** the END-USER is granted the right to make, when applicable, an unlimited number of copies of the PRODUCT for the permitted uses set out in this Article 1.1;
- (c) **VAP/DW production and use:** the END-USER is granted the right to alter, process, enhance, modify or otherwise exploit the PRODUCT to produce VALUE ADDED PRODUCTS and/or DERIVATIVE WORKS and to use them for internal purposes. This shall include but not be limited to the creation of extra features such as counting, measure, analytics, derive metrics, etc;
- (d) **Sharing with CONTRACTORS:** the END-USER is granted the right to make the PRODUCT and/or any VAP and/or any DW available to CONTRACTORS, 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 return the PRODUCT and/or VAP to END-USER, and to keep no copy thereof, upon completion of their engagement;

Externally:

- (e) **Diffusion on END-USER’s website:** the END-USER is granted the right to make available the PRODUCT, VAP and/or DERIVATIVE WORK on the END-USER’s website for promotion purposes and in view only *via* a streaming service, with the credits set forth in

1.2 Restricted use of the PRODUCT

- (a) **No transfer of the PRODUCT/VAP:** the END-USER shall not, and shall guarantee that any CONTRACTOR does not sell, lease, rent, sub-license or transfer, nor reproduce, transmit, disseminate or make available by any means, free of charge or in return for payment, the PRODUCT, VAP and/or DERIVATIVE WORK to any third party other than those described in Article 1.1(d);
- (b) **No modification of copyrights:** the END-USER shall not, and shall guarantee that any CONTRACTOR does not alter, obscure or remove any credit notice or proprietary legend contained in the PRODUCT, VAP and/or DERIVATIVE WORK;
- (c) **No disclosure of competitive analysis:** the END-USER shall not, and shall guarantee that any CONTRACTOR does not publish or communicate in any way a competitive analysis (such as benchmarking) of any PRODUCT, VAP and/or DERIVATIVE WORK;
- (d) **No exceeding of streaming access conditions:** the END-USER shall not, and shall guarantee that any CONTRACTOR does not transfer the PRODUCT, when available in streaming format, to individual users which have not been declared in the list of SEATS, nor (i) use automatic system to perform speed and access tests to the PRODUCT, nor (ii) harvest the PRODUCT by using automatic system scanning the PRODUCT, nor (iii) consume an usual volume of data per day and per SEAT. The END-USER acknowledges and accepts that AIRBUS DS can monitor the consumption of the PRODUCT (location, frequency, etc.).

- Article 3.2.1 conspicuously displayed;
- (f) **SCREENSHOT posting**: the END-USER is granted the right to post a SCREENSHOT on the END-USER's website for non-commercial purposes, in view only, with the credits set forth in Article 3.2.1 conspicuously displayed;
- (g) **Use for the purpose of CORPORATE COMMUNICATION**: the END-USER is granted the right to embed the PRODUCT, VAP and/or DW in any presentation made by the END-USER in the framework of its CORPORATE COMMUNICATION.

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 – CONFIDENTIALITY

Without prejudice of the rights granted under Article 1.1, the PRODUCT and the information contained herein shall be considered as proprietary information. Any further use or communication of the same by any third party shall be subject to prior written authorization of AIRBUS DS and the END-USER.

ARTICLE 3 - INTELLECTUAL PROPERTY RIGHTS

3.1 Property of the content and credit attribution

The data contained in the PRODUCT remain the property of each corresponding entity mentioned in the table below. The PRODUCT and/or VAP, when printed or displayed in accordance with Article 1.1, shall include the credits listed in Article 3.2.1 conspicuously displayed.

3.2 Intellectual Property Law

- 3.2.1 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 6 and 7	Airbus DS	"© Airbus DS (year of acquisition)"	French law
Pléiades	Centre National d'Etudes Spatiales (CNES)	"© CNES (year of acquisition), Distribution Airbus DS"	French law
Landsat 8	USGS/NASA	"© USGS/NASA Landsat"	French law
Sentinel 2	European Space Agency (ESA)	"© ESA"	French law
Kazeosat 1 and 2	KGS	"© KazEOSat (year of acquisition), Distribution Airbus DS"	French law
Triplesat	21AT	"© 21AT (year of production), 21AT Image, all rights reserved"	French law

- 3.2.2 The PRODUCT and the satellite imagery data contained therein are further 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 4 – WARRANTY – LIABILITY

4.1. Warranty. AIRBUS DS warrants that it has sufficient ownership rights in the PRODUCT to make it available to the END-USER under the terms of this Licence.

4.2. Disclaimer. The PRODUCT is complex. 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 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 Article **Erreur ! Source du renvoi introuvable.** and 4.2.

4.3. Liability. In no event shall AIRBUS DS, nor its licensors, nor anybody having contributed to the 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 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 – TERM AND TERMINATION

5.1. Licence term. This Licence shall run for one (1) year as from the date of reception of the first deliverable by the END-USER under the Starling service subscription, and shall automatically expire at the term of its subscription, unless terminated pursuant to Article 5.2, or as otherwise specified by AIRBUS DS.

5.2. Termination for END-USER 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 or in case of governmental restriction from the French authorities. The END-USER shall have no claim to any kind of indemnity in this case.

5.3. Duties upon termination/expiration. Upon termination/expiration of this Licence, the END-USER shall return to AIRBUS DS the PRODUCT and VAPs and all copies thereof, and the streaming access shall be automatically terminated.

ARTICLE 6 – GOVERNING LAW AND JURISDICTION

This Licence is governed by the laws of France. All disputes shall be referred to the courts of Paris, France.

ARTICLE 7 – GENERAL TERMS

7.1. Assignment. Unless otherwise expressly provided in this Licence, the END-USER shall not transfer part or all of this Licence or any information related to the login and password to get access to the PRODUCT to any third party. The END-USER shall guarantee that each SEAT complies with the provisions and restrictions provided in this Licence and does not transfer any information related to the login and password to get access to the PRODUCT to any third party, and shall indemnify and hold AIRBUS DS harmless in connection thereto.

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

ARTICLE 8 – DEFINITIONS

“AFFILIATE”: means (a) any company or other entity which directly or indirectly (i) controls the END-USER; (ii) is controlled by the END-USER; or (iii) is a controlled subsidiary of the controlling company or entity of the END-USER; or (b) any other company declared, registered and previously authorized in writing by AIRBUS DS.

“AIRBUS DS”: means Airbus DS Geo SA.

“CONTRACTOR”: means an individual contracted by END-USER, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of END-USER.

“CORPORATE COMMUNICATION”: means a set of communication activities (whether oral or in writing) issued by the END-USER organization aimed to promote the END-USER and transmit coherence, credibility and ethics among its main stakeholders such as employees, media, channel partners, public institutions and the general public.

“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 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 agency, and/or its AFFILIATE as the context requires, 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 entity is limited to the entity located at the address where the PRODUCT is supplied.

“PRODUCT”: means the Starling product that is provided to the END-USER by AIRBUS DS which may consist in three deliverables (a) basemap, (b) monitoring and (c) summary dashboard. The PRODUCT may be delivered through different formats: (i) a report in .pdf format including the digitalized features, the source satellite imagery and statistics; (ii) in streaming including the source imagery (3 band) and the digitalized elements and/or (iii) a digital copy including the source imagery in DIMAP V2 JPEG 2000 (Regular) 4 bands pansharpener, as well as the digitalized features and optional external data in shapefile format.

“SCREENSHOT”: means the capture of the PRODUCT, VAP or DERIVATIVE WORK limited to the size of a screen (23 inches, 1920x1080 pixels) as an image file (.pdf; .jpeg; .tiff; .png; .pmp; .gif) or any format without georeferencing information, with or without rasters or vectors on top.

“SEAT(S)”: means for the purposes of streaming delivery format the number of users (individual persons) which are entitled to use the PRODUCT and which are employees of the END-USER or CONTRACTORS working on behalf of the END-USER. For the purposes of this Licence, each SEAT shall be declared to AIRBUS DS prior to any delivery of the PRODUCT (including but not limited to the name of individual users, contact details and any other information that may be reasonably required by AIRBUS DS).

“VALUE ADDED PRODUCT” or “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. By express exception, any Digital Elevation Model or Digital Terrain Model derived from a PRODUCT shall always be considered as a VAP.

In full and unconditional acceptance,

<i>Signature of the END-USER:</i>
<i>Name of the END-USER:</i>
<i>Name of legal representative of the END-USER:</i>
<i>Date:</i>