

## END-USER LICENSE AGREEMENT TO DISPLAY PRODUCT IN THE MEDIA

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 the guarantee by the END-USER 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/IMAGE installation on computers:** the END-USER is granted the right to install the PRODUCT and/or IMAGE in any internal device including any third party secured cloud infrastructure;
- (b) **PRODUCT/IMAGE copies:** the END-USER is granted the right to make an unlimited number of copies of the PRODUCT and/or IMAGE;

*Externally:*

- (c) **IMAGE posting/printing:** the END-USER is granted the right to post and/or print the IMAGE on any of the END-USER’s MEDIA;
- (d) **IMAGE visualization by MEDIA USER(s):** the END-USER is granted the right to make available to any MEDIA USER the IMAGE on the END-USER’s MEDIA for visualization purposes only (zoom in, zoom out, and browse in the IMAGE is allowed), subject to the END-USER (i) guaranteeing that each MEDIA USER complies with the provisions of the present License, and (ii) indemnifying and holding AIRBUS DS harmless in connection thereto.

#### 1.2 Restricted use of the PRODUCT

- (a) **No transfer of the PRODUCT/IMAGE:** the END-USER shall not reproduce, transmit, disseminate, or make available in any way the PRODUCT and/or the IMAGE to any third party, by any means, free of charge or in return for payment, except as provided for under Article 1.1 (d);
- (b) **IMAGE display only:** the END-USER shall not use the IMAGE for any purpose other than display the IMAGE on the MEDIA, and shall not display the PRODUCT itself;
- (c) **No modification of copyrights:** the END-USER shall not alter or remove any copyright notice or proprietary legend contained in the PRODUCT and/or the IMAGE;
- (d) **No disclosure of competitive analysis:** the END-USER shall not use the PRODUCT and/or the IMAGE in the framework of competitive analysis (such as benchmarking);
- (e) **No download of PRODUCT/IMAGE by MEDIA USER:** the END-USER shall not allow any MEDIA USER to download the PRODUCT and/or IMAGE, nor to access to PRODUCT and/or IMAGE as a standalone file.

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 IMAGE, when displayed 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	Centre National d'Études Spatiales (CNES)	"© CNES (year of acquisition), Distribution Airbus DS"	French law
SPOT 6 and 7	Airbus DS	"© Airbus DS (year of acquisition)"	French law
Pléiades	Centre National d'Études Spatiales (CNES)	"© CNES (year of acquisition), Distribution Airbus DS"	French law
Pléiades Neo	Airbus DS	"© Airbus DS (year of acquisition)"	French law
PlanetSAT Global	Planet Observer	In 3857 projection from zoom 0 to 13 : "© PlanetObserver (contains Copernicus data)" In 4326 projection from zoom 0 to 12 : "© PlanetObserver (contains Copernicus data)"	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 of this License.
- 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 nor 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.
- 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, incorporeal 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 END-USER for the PRODUCT(s) giving rise to the claim.

### ARTICLE 4 – TERM AND TERMINATION

- 4.1 License term.** This License is perpetual, unless terminated pursuant to Article 4.2 or otherwise specified as part of the agreement or subscription to which this License belongs.
- 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. Upon termination of this

License for breach by the END-USER, the END-USER shall permanently delete the PRODUCT and IMAGE from all devices, destroy any copies on disk, and cease displaying any IMAGE. Within 10 days following termination, the END-USER shall certify to AIRBUS DS in writing that all copies of all PRODUCT(s) and/or IMAGE(s) 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 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 shall continue to apply.

#### **ARTICLE 7 – DEFINITIONS**

**“AIRBUS DS”:** means Airbus DS Geo Inc.

**“END-USER”:** means the person, the legal commercial business entity, or the government agency, which has accepted this License to be supplied with the PRODUCT for a use exclusively corresponding to the needs of a media or intellectual profession. 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.

**“IMAGE”:** means the image, without the associated metadata (except when necessary for geolocation), resulting from the conversion of the PRODUCT by the END-USER into a MEDIA-compatible format, at a resolution no better than the resolution of the delivered PRODUCT.

**“MEDIA”:** means any means of communication which shall be either (a) online media, especially including websites, social media and any display on the Internet), or (b) physical device media, especially including but not limited to magazines, newspapers, flyers, books, articles, journals, posters, brochures, movies, television programs, in both printed and electronic versions.

**“MEDIA USER”:** means any individual, in his/her professional or personal capacity, who visualizes the IMAGE while using, browsing and/or reading the MEDIA.

**“PRODUCT”:** means the satellite product, as specified in the agreement or purchase order to which this License belongs, supplied by AIRBUS DS to the END-USER for display in the MEDIA.

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