

# Terms of Participation in GEO Innovation Community

## **Purpose**

The GEO Innovation Community is set up to support projects based on the use of Astrium GEO-Information Services satellites data and help their development.

## **Organizer**

Spot Image S.A., trading under the business name Astrium GEO-Information Services and located at 5, rue des satellites, 31400 Toulouse, France.

## **Right to Participate**

Companies, academic and scientific institutions legally registered as well as individuals of adult age or under adult age with the authorization of their parents or guardian may participate in the GEO Innovation Community.

## **Registration**

Interested participants are invited to register online from July 1st, 2013 until October 31st, 2013 on <http://www.astrium-geo.com/MyGIC> and to create their user account. They need to fill out the mandatory data and fields in the database, including providing their contact details and describing their project. Participants shall choose to share or not with the GEO Innovation Community the ground truth data they may own. Only properly registered participants may be selected to join the GEO Innovation Community.

## **Selection**

Project(s) will be selected by the organizer based on their innovative use of Astrium GEO-Information Services data and their possibilities of implementation. The organizer remains free to select project(s) at its sole discretion and shall assume no liability whatsoever for the outcome of the selection process.

## **Provision of Astrium GEO-Information Services data**

The organizer shall provide for the selected project(s) Astrium GEO-Information Services data (hereinafter "the PRODUCT") as reasonably requested by the participant. If such PRODUCT is not available in archive, the organizer shall use its commercially reasonable efforts to program the Astrium GEO-Information Services satellites accordingly and acquire said data in order to provide it to the selected participant.

Use of Astrium GEO-Information Services data will be governed by a License Agreement which shall be accepted by the selected participant(s).

## **Results**

By registering, the participants agree that the organizer may use any of the VAP or DERIVATIVE WORKS they shall provide to the organizer, in publicity, advertising or any kind of communication in any medium at any place and time without compensation and right of review and they agree to waive their rights in such respect.

## **Rights**

The participant shall retain the rights to his project but his participation to the GEO Innovation Community shall not entitle the participant to any additional rights.

The participant is responsible for ensuring the intellectual property protection of his project.

Prior to his participation in the GEO Innovation Community, the participant shall ensure that his participation does not violate the rights of his employer or any other third party. Therefore, the participant warrants that the organizer shall not be held liable for any damages resulting from third-party claims.

## **Obligations of the Selected Participant(s)**

The selected participant(s) will have to:

- Implement their project;
- Provide a written report on their work and results;

- Provide any VAP or DERIVATIVE WORK they may produce to Astrium GEO-Information Services through MyGIC platform;
- Not communicate on their project out of MyGIC platform without prior written approval of Astrium GEO-Information Services.

### **Collection and processing of personal information**

Any use of personal data, if any, will be made in compliance with applicable law.

According to French law related to data protection promulgated on 6 January 1978, the participant is legally entitled to consult, correct and delete its personal data. To exercise its rights, the participant may contact Astrium GEO-Information Services web content manager at the following address [webmaster@astrium-geo.com](mailto:webmaster@astrium-geo.com).

Astrum GEO-Information Services may communicate participant's personal data to other companies, located within or outside the territory of European Union, for marketing and prospecting purposes, for the operation of Astrium GEO-Information Services site and/or to permit the performance of participant's order. The participant may however ask Astrium GEO-Information Services not to do so by contacting Astrium GEO-Information Services' web content manager at the following address: [webmaster@astrium-geo.com](mailto:webmaster@astrium-geo.com).

### **Limitation of liability**

Under no circumstances can Astrium GEO-Information Services, nor anybody having contributed to development and/or production and/or delivery of the PRODUCT be held responsible, on the basis of responsibility for product defects, for the damages caused to the participant's goods which are useful for his profession. The participant shall not be able to bring an action against Astrium GEO-Information Services on this ground.

In no event shall Astrium GEO-Information Services, 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 participant or any third party, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the PRODUCTS, and shall not be subject to legal action on this ground.

In any case, the financial cumulative liability of Astrium GEO-Information Services and of anybody having contributed to development and/or production and/or delivery of the PRODUCT is limited to one hundred euros (100,00 €).

### **Miscellaneous**

The organizer reserves the right to modify these terms at any time, including terminating them and cancelling the GEO Innovation Community without any right to compensation for any participant.

These terms are governed by French Law, excluding its conflict of laws rules and the place of jurisdiction shall be Toulouse, France.

### **Contact**

[MyGIC@astrium-geo.com](mailto:MyGIC@astrium-geo.com)