

WEB LICENCE**NON-EXCLUSIVE LICENCE TO USE SPOT, SPOTMAPS AND PLEIADES PRODUCTS FOR DISPLAY ON THE INTERNET**

The END-USER accepts and agrees to be bound by the terms of this Internet Display Licence Agreement (hereinafter referred to as the "LICENCE") by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of the PRODUCT; (b) breaking the seal on the package containing the PRODUCT; (c) downloading or installing or manipulating the PRODUCT on any computer; (d) paying in whole or in part for the PRODUCT; (e) displaying any IMAGE on the Internet; (f) damaging or destroying the PRODUCT; (g) retaining the PRODUCT for more than 7 days following receipt thereof. The acceptance by the END-USER of this LICENCE is the condition upon which AIRBUS DS makes the PRODUCT available to the END-USER. The END-USER of the PRODUCT shall ensure that the PRODUCT, and any copy thereof, is used in strict compliance with the terms of this LICENCE.

This LICENCE is entered into by and between the END-USER and AIRBUS DS.

ARTICLE 1 - DEFINITIONS

"AIRBUS DS": means Airbus DS Geo SA.

"DERIVATIVE WORKS": means any derivative product or information developed by the INTERNET USER from the IMAGE, which does not contain any imagery data from the IMAGE and is irreversible and uncoupled from the source imagery data of the IMAGE. Notwithstanding the foregoing, by express exception, any Digital Elevation Model 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 (excluding Canada) which is supplied with the PRODUCT and accepts this LICENCE.

"IMAGE": means the image, without the associated metadata, except when necessary for geolocation, resulting from the conversion of the PRODUCT into an Internet-compatible format.

"INTERNET USER": means any individual, in his/her professional or personal capacity, who sees the IMAGE while using the Internet.

"PRODUCT": means the SPOT or PLEIADES satellites imagery or the mosaic of SPOT satellite ortho-rectified imagery, in pseudo natural colours, with a 2.5 m or 1.5 m resolution, as the case may be, supplied to the END-USER for display on the Internet.

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 convert any PRODUCT into an IMAGE;
- (d) to post the IMAGE on the END-USER's website, whether on a public access or a subscription-based access. Prior to any posting, the END-USER shall inform AIRBUS DS, specifying the URL address used by END-USER: intelligence-services@airbus.com; and
- (e) to allow any INTERNET USER to see the IMAGE on the END-USER's website, provided that the END-USER shall include in its terms of service reference to this LICENCE and specify that the INTERNET USER:
 - can only see the IMAGE;
 - must not download, store, copy, transfer or reverse engineer the IMAGE in any way or use the IMAGE to create a database and/or a DERIVATIVE WORK; and
 - must contact AIRBUS DS to obtain a full license.

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

2.2 Prohibited Uses**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

The END-USER shall not:

- (a) use the PRODUCT and the IMAGE for any purpose other than display on the Internet of the IMAGE; or
- (b) upload to, and/or display on, the Internet a PRODUCT; or
- (c) allow downloading of the IMAGE and/or the PRODUCT or allow a third party to access to the IMAGE and/or the PRODUCT as a stand alone file;
- (d) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT; or
- (e) 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 2.1 (e); or
- (f) use the PRODUCT in the framework of competitive analysis (such as benchmarking) or therefor; or
- (g) do anything not expressly permitted under Article 2.1.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

- 3.1 Airbus DS warrants that it owns all the distribution and sales rights of SPOT imagery data; and the PLEIADES satellites imagery data contained in the PRODUCT are the property of Centre National d'Études Spatiales (CNES).
- 3.2 The PRODUCT is protected by French and international copyright laws.
- 3.3 In addition, 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 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.
- 3.4 The IMAGE, when displayed in accordance with the Permitted Uses specified in Article 2.1 shall include the following credit conspicuously displayed and written in full:
 - “Includes material © CNES ____ (year of production), Distribution AIRBUS DS, all rights reserved” for SPOT 1 to 5 and PLEIADES satellites imagery data and SPOTMaps data;
 - “Includes material © AIRBUS DS ____ (year of production), all rights reserved” for SPOT 6 and 7 satellites imagery data.

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 and/or the IMAGE is free of bugs, errors, defects or omissions, and that operation of the PRODUCT and/or the IMAGE will be error-free or uninterrupted nor that all non-conformities will or can be corrected. It does not warrant that the PRODUCT and/or the IMAGE shall meet the END-USER's requirements or expectations, or shall be fit for the END-USER's intended purposes. It does not warrant that the IMAGE shall meet the INTERNET USER's requirements or expectations, or shall be fit for the INTERNET USER's intended purposes. There are no express or implied warranties of fitness or merchantability given in connection with the sale or use of the PRODUCT and/or the IMAGE. AIRBUS DS disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.
 In case the PRODUCT which is given access to directly by AIRBUS DS is substantially different from the applicable technical specifications of the PRODUCT ordered or to the ordered area of interest or if the internet link which is provided to access the PRODUCT by AIRBUS DS to the END-USER is defective, as demonstrated by the END-USER and accepted by AIRBUS DS, AIRBUS DS shall, at its sole discretion either replace the defective internet link or the defective PRODUCT (as the case may be) or refund the price paid by the END-USER for the PRODUCT. Any such claim shall be notified to AIRBUS DS within seven (7) calendar days after the END-USER has been granted access to the PRODUCT by AIRBUS DS. After this period, the PRODUCT shall be considered as being compliant with the specifications and unconditionally and irrevocably accepted by the END-USER.
- 4.3 In no event shall AIRBUS DS, nor anybody having contributed to the development and/or production and/or delivery of the PRODUCT and/or the IMAGE, be liable for any claim, damage or loss incurred by the END-USER and any INTERNET 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/or the IMAGE and shall not be subject to legal action in this respect.
 The financial cumulative liability of AIRBUS DS and of anybody having contributed to the development and/or production and/or delivery of the PRODUCT and/or the IMAGE shall not in any case exceed the price paid by the END-USER to AIRBUS DS for the PRODUCT from which such loss or damage directly arose.

ARTICLE 5 – MISCELLANEOUS

- 5.1 This LICENCE shall run for one (1) year from the date the PRODUCT is made available to the END-USER.
- 5.2 AIRBUS DS may, in addition to all other remedies to which it may be entitled under this LICENCE or at law, terminate immediately this LICENCE by notice in writing if the END-USER breaches any provision hereof, or if

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- required by French authorities. The END-USER or any INTERNET USER shall have no claim to any kind of refund in this case.
- 5.3** The END-USER shall not transfer part or all of this LICENCE unless it has obtained AIRBUS DS' prior written consent.
- 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 France. All disputes shall be referred to the courts of Toulouse, France.

(Name of the representative of the END USER)

(Date)

(Title of the representative of the END USER)

(Signature of the representative of the END USER)

(Name of the organization of the END USER)

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