

STARLING INTERNAL LICENCE

Non-Exclusive Licence To STARLING Product for Internal Purpose Only

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 licence agreement (hereinafter referred to as the "LICENCE"). 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 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.

ARTICLE 1 – DEFINITIONS

AFFILIATE END-USER: means

- (a) with respect to a party any company or other entity which directly or indirectly (i) controls such party; (ii) is controlled by such party or (iii) which is a controlled subsidiary of the controlling person, company or entity of such a party; or
- (b) any other company declared in the order form, registered and prior authorised in writing by Airbus DS.

AIRBUS DS: means Airbus DS Geo SA.

DERIVATIVE WORKS or DW: means any derivative product or information developed by the END-USER from the PRODUCT, which does not contain any imagery data 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 or Digital Terrain Model (in any form whatsoever) derived from a PRODUCT shall never be considered as DERIVATIVE WORKS.

END-USER: means the legal commercial business entity which is supplied with the PRODUCT by Airbus DS and/or its AFFILIATE END-USER as the context requires.

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.

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 LICENSE, each SEAT shall be declared to Airbus DS prior any delivery of the PRODUCT (including but not limited to name of the individual users, contact details and any other information that may be reasonable required by Airbus DS).

VAP: means any value-added 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. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model derived from a PRODUCT shall always be considered as a VAP.

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, when applicable, an unlimited number of copies of the PRODUCT for the permitted uses specified in this Article 2.1;

Airbus DS Geo SA

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- (b) to install the PRODUCT in an unlimited number of individual computers in its premises. When the END-USER has access to the PRODUCT in streaming, the END-USER shall have the right to use the PRODUCT only for the number of SEATS, declared, ordered and paid further to the applicable purchase order.
- (c) to use the PRODUCT for internal purpose;
- (d) to alter, process, enhance, adapt, transform, modify, or otherwise exploit the PRODUCT to produce VAP and/or DERIVATIVE WORKS for internal purposes only. This shall include but not be limited to the creation of extra features such as counting, measure, analytics, derive metrics, etc;
- (e) to use any VAP and/or DERIVATIVE WORKS for internal purposes;
- (f) to make the PRODUCT and/or any VAP and/or any DERIVATIVE WORKS available to contractors and consultants, only for internal use 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.

2.2 Confidentiality obligations

Without prejudice of the rights granted under Article 2.1, the information contained in the PRODUCT, VAP and/or DERIVATIVE WORKS licensed under this LICENCE shall be considered as confidential (the “Confidential Information”). The END-USER shall not disclose, or use the referred Confidential Information except as expressly authorized under this LICENCE.

The END-USER acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to Airbus. Therefore, END-USER undertakes to safeguard against unauthorized acquisition, use and disclosure of such Confidential Information. In discharging this obligation, the END-USER shall use the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care under the circumstances.

However, according to the terms and conditions of this LICENCE, the END-USER shall be entitled to:

- (a) share the Confidential Information contained in the PRODUCT, VAP and/or DERIVATIVE WORKS with any third party directly related to its commercial activity for transactional purposes i.e END-USER providers, customers. The disclosure shall be subject to the following cumulative conditions: (i) the Confidential Information shall be disclosed exclusively through the display on screens during physical meetings. The END-USER may also be authorized to transfer the summary dashboard with any commercial company located up and down of the value chain in pdf format and (ii) the related third party shall consider the information as strictly confidential and shall, prior to the disclosure, be bound in writing by strict non-disclosure obligations;
- (b) share the Confidential Information with any Non-Governmental Organization or Public Entity for transparency reporting purposes. The disclosure shall be subject to the following conditions: (i) the Confidential Information shall be disclosed exclusively through the display on screens during physical meetings, except for the PDF format of the PRODUCT which may also be transferred to the Non-Governmental Organization or Governmental entity and (ii) the referred Non-Governmental Organization or Public Entity shall consider the information as strictly confidential and shall, prior to the disclosure, be bound in writing by non-disclosure obligations.
- (c) share the Confidential Information for media purposes and make public announcements as grading/analytics. According to this provision, the END-USER shall be entitled to make a public announcement of the grading of deforestation in a given concession for a given year.

The confidentiality obligations of this Article 2.2 shall survive the expiration or termination of this LICENCE.

All rights not expressly granted by AIRBUS DS under the Article 2.1 and 2.2 are hereby retained by AIRBUS DS.

2.3 Prohibited Uses

2.3.1 The END-USER shall not, and shall guarantee that any contractor or consultant engaged as per the provisions of Article 2.1 (f) does not, unless otherwise expressly provided in this LICENSE:

- (a) sell, lease, rent, sub-license or transfer the PRODUCT, VAP and/or DERIVATIVE WORK to any third party in any manner whatsoever ;
- (b) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT and/or any VAP / and/or DERIVATIVE WORKS;
- (c) reproduce, transmit, disseminate, or make available in any way the PRODUCT and/or any VAP and/or DERIVATIVE WORKS, in whole or in part, to any third party other than a contractor or consultant engaged as per the provisions of Article 2.1 (f), by any means, free of charge or in return for payment;
- (d) publish or communicate in any way a competitive analysis (such as benchmarking) of any PRODUCT, VAP and/or DERIVATIVE WORKS;
- (e) transfer the PRODUCT, when available in streaming format, to individual users which have not been declared in the list of SEATS; or
- (f) do anything not expressly permitted under Article 2.1 and Article 2.2.

2.3.2 In case of the END-USER decides to use the streaming access provided by AIRBUS DS, the END-USER shall not, and shall guarantee that any contractor or consultant engaged as per the provisions of Article 2.1 (f) does not:

- (a) use automatic system to perform speed and access tests to the PRODUCT; or
- (b) harvest the PRODUCT by using automatic system scanning the PRODUCT; or
- (c) consume an unusual 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, ...).

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

3.1 The PRODUCT is protected by French and international copyright laws.

3.2 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 Law 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.

3.3 The PRODUCT or VAP shall include the AIRBUS DS logo and its copyright, and the following credits conspicuously displayed for satellite imagery data when applicable:

- For PLEIADES satellite imagery data: “© CNES (year of acquisition), Distribution AIRBUS DS”;
- For SPOT 6 and 7 imagery data: “© AIRBUS DS (year of acquisition)”;
- For Landsat 8 : “© USGS/NASA Landsat”;
- Sentinel 2 : "European Space Agency - ESA"
- Kazeosat 1 : “KazEOSat © (year of acquisition) KGS, Distribution AIRBUS DS”
- Kazeosat 2 : “KazEOSat © (year of acquisition) KGS, Distribution AIRBUS DS”
- Tripletat : « ©21AT (year of Production), 21AT Image, all rights reserved »

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.

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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** Unless otherwise specified by AIRBUS DS, this LICENCE shall run shall run for one year as from the date of reception of the first deliverable by the END USER under the Starling service subscription and shall be automatically terminated at the term of its subscription.
- 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 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. Upon termination or expiration of this LICENCE, the END-USER shall return to AIRBUS DS the PRODUCT and VAP and all copies thereof and the streaming access shall be automatically terminated.
- 5.3** 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 the present LICENCE or do 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.
- 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.

(Date)

(Signature of the representative of the END USER)

(Name of the organization of the END USER)

(Name of the representative of the END USER)

(Title of the representative of the END USER)

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