

## ONEATLAS DATA GENERAL TERMS AND CONDITIONS

## General Terms and Conditions of OneAtlas Data Services (“Living Library” and “Change Detection”)

## 1 – DEFINITIONS

**Acceptance of Order or “AoO”:** refers to the electronic message sent by Airbus DS to the Customer upon receipt of his acceptance of the quotation provided in the AoR. The information contained in the AoO prevails over the information contained in the AoR.

In case of acceptance by Airbus DS to deliver the OneAtlas Data Service accordingly to the AoR, the AoO provides the following information:

- The streaming pack selected by the Customer, with the corresponding number of tiles (in the case of a Living Library subscription),
- The AoI validated by Airbus DS (in the case of a Change Detection subscription),
- The requested resolution, the monitoring frequency and the number of acquisitions (in the case of a Change Detection subscription),
- The prices and payment conditions (accordingly to the Price list and the present Conditions),
- The duration of the subscription with the end date,
- The licensing scheme, and
- The delivery format.

**Acknowledgement of Receipt or “AoR”:** refers to the electronic message sent by Airbus DS to the Customer upon receipt of the PSR. The AoR provides a quotation for the Service requested by the Customer.

**Area of Interest or “AoI”:** means the geographical area selected by the Customer in the Purchase Order and confirmed in the AoR for which Airbus DS grants the Customer the rights defined in the applicable Licence.

**Cash Down Payment Document:** refers to the document sent by Airbus DS to the Customer to provide him with all the information necessary to perform his payment.

**Customer:** means either the person acting in his own name or the legal entity which is supplied with the Product and accepts the Licence. When the Product is supplied to a public authority, the Customer shall be deemed to be only such part of the public authority as located at the address as mentioned in the PSR, except with Airbus DS’ prior agreement in writing.

**Licence:** means the applicable licence agreement that sets out the terms and conditions of use of the ordered Product by the Customer. The Licence is available on the Website or upon request to Airbus DS customer care team.

**Living Library:** means all the satellite images processed and delivered via the Platform, in compliance with Appendix A.

**OneAtlas Data Service:** means any of the subscriptions marketed by Airbus DS to either (a) access the Products stored in the Living Library, in streaming and/or download, via API and/or OneAtlas Data web user interface or (b) detect any change with regards to infrastructure (roads, buildings, earthworks) within any AoI, based on Pléiades or SPOT tasked imagery only, after validation through the Website.

**Platform:** means OneAtlas technical infrastructure and the different means of supply of OneAtlas Data Service, including the data portal and APIs.

**Product:** means the satellite imagery product that is provided to the Customer by Airbus DS via OneAtlas Platform. According to the Service the Customer subscribed to, the Product shall be delivered in different formats:

- (a) For a Living Library streaming subscription, the Product consists in satellite images from the Living Library delivered via a ‘View’ streaming protocol in compliance with Appendix A.
- (b) For a Living Library download pack, the Product consists in satellite images from the Living Library delivered as a zip file via a ‘Download’ protocol in compliance with Appendix A.

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- (c) For a Change Detection subscription, the Product consists in a Change Detection report including two image files available in streaming only (tasked images) and one vector file available both in streaming and download in GeoJSON.

**Premium Subscription Request or “PSR”:** means any request for a OneAtlas Data Service placed by the Customer through the Website or in any correspondence with Airbus DS customer care team, and requiring final acceptance by Airbus DS in an AoO.

**Website:** means the Airbus DS OneAtlas website, accessible at the following web address: <https://www.oneatlas.airbus.com>.

## 2. GENERAL PROVISIONS

Except in case of Airbus DS' prior written agreement, all supplies of OneAtlas Data service shall be governed by these General Conditions and the applicable Licence (the present General Conditions and the applicable Licence being together referred to as the “Conditions”). If there is any conflict between the applicable Licence and the General Conditions, the provisions of the applicable Licence shall prevail.

The Customer accepts and agrees to be bound by the provisions of the present Conditions by doing any of the following: (a) receiving the AoO; (b) accepting, in whole or in part, a quotation for the supply of a Product incorporating these Conditions; (c) viewing and/or downloading and/or installing and/or manipulating a Product on any computer; (d) paying in whole or in part for a Product; (e) retaining a Product for more than seven (7) days following receipt thereof.

These Conditions may be modified at any time by Airbus DS. The applicable version of the Conditions is the one available on the Website or upon request to Airbus DS customer care team.

## 3. ORDERING PROCESS

### 3.1 Standard conditions for the ordering of a Service

#### 3.1.1 General

The ordering process shall be launched by the Customer while either (a) placing a PSR on the Website or (b) by requesting a Service in direct interaction with Airbus DS customer care team, as applicable.

In response to the Customer's request, Airbus DS shall first send to the Customer the AoR, with a quotation for the requested Service. Once the Customer has confirmed his acceptance of the quotation, Airbus DS shall then send to the Customer the AoR, as well as the Cash Down Payment Document.

In a case when the Customer has requested the Service in direct interaction with Airbus DS customer care team, Airbus DS shall also send to the Customer the Licence chosen by the Customer and the present Conditions. The Customer shall then send back to Airbus DS initialed and signed copies of the Licence and the present Conditions. Airbus DS reserves the right to refuse any request for the OneAtlas Data Service in the event the Licence or the present Conditions are not duly initialed and signed.

#### 3.1.2 Living Library streaming subscription or Living Library download pack

Within five (5) working days from the reception of the PSR, Airbus DS shall send to the Customer the AoR as well as the Cash Down Payment Document.

The Customer shall then ensure the payment.

Within five (5) working days from the reception of an evidence of payment, Airbus DS shall update the Customer's account in order to make his Service available.

#### 3.1.3 Change Detection subscription

When defining his request on the Website, a feasibility and price study will be performed and the Customer will get a response from Airbus DS. The request can have 3 different status: (i) 'achievable', (ii) 'challenging – extra fees apply', and (iii) 'unfeasible'. The Customer request can be validated only in the two first cases. In the case of a validated request, Airbus DS shall send to the Customer the AoR as well as the Cash Down Payment Document.

In case of acceptance, the Customer shall ensure the payment.

Within five (5) working days from the reception of an evidence of payment, Airbus DS shall update the Customer's account so that the Customer can then activate his Change Detection subscription by the mean of the OneAtlas Data

portal or API. The Customer has one (1) month to activate his subscription. Past this delay, Airbus will not be bound to deliver the Products.

### 3.2 Standard conditions for the use of a Service

#### 3.2.1 Living Library Streaming subscription

The Customer can use the Service to stream any Product available in the Living Library, via API or in OneAtlas Data user interface, in the limit of the allowance he subscribed to and within the duration of his Service.

Any streaming access to the Products stored in the Living Library used by the Customer via API or via OneAtlas Data interface shall irrevocably bind the Customer, the number of tiles viewed being then automatically deducted from the allowance he was granted when being supplied with the Service.

Streaming access supplied by Airbus DS shall comply with the specifications set forth in Appendix A.

#### 3.2.2 Living Library download pack

The Customer can use the Service to request a processing on any Product available in the Living Library in order to then download it, via API or via OneAtlas Data user interface, in the limit of the allowance he subscribed to.

The issuance of any processing request made by the Customer via API or via OneAtlas Data interface shall irrevocably bind the Customer to be charged upon the specific price of the Product. This price of the Product shall be based on the quotation described on the Website in the Customer's ordering basket or made available via the API, and shall then be automatically deducted from the allowance the Customer was granted when being supplied with the Service. No modification or cancellation of the Product request by the Customer shall be possible after the issuance of the request.

Download capabilities supplied by Airbus DS shall comply with the specifications set forth in Appendix A.

#### 3.2.3 Change Detection subscription

The Customer can use the Service to access the Change Detection Product delivered to him in his dedicated user workspace, in streaming only for the image files and in streaming and download for the change vector file, via API and/or via OneAtlas Data user interface.

The Change Detection service supplied by Airbus DS shall comply with the specifications set forth in Appendix A.

**3.3** The sending of the AoO shall irrevocably bind the Customer to purchase all ordered Products (including the ordered options) further to the AoO.

**3.4** In any case, Airbus DS shall not be bound by any PSR unless it has been confirmed by an AoO in writing by Airbus DS.

**3.5** No modification or cancellation of the PSR shall be possible after the issuance of the AoR. In the specific case of the Change Detection Service, the subscription can be cancelled at any time upon decision of the Customer, this cancellation being charged an extra fee of a thousand Euros (1,000€).

## 4. DELIVERY

### 4.1 Standard Delivery Conditions for a Service

Within five (5) working days from the reception of an evidence of payment, Airbus DS shall update the Customer's account in order to make his Service available.

- Once the Service has been made available to the Customer upon update of the Customer's account, Airbus DS shall send an electronic message to the Customer to confirm the availability of the Service.
- The Service shall be deemed expired at the end date of the Service, even if the Customer has not fully used the Service within its validity period.
- If the Customer is unable to consume the Service due to no fault of Airbus DS, Airbus DS will not be required to extend the Service validity time or to compensate the Customer in any form.
- It is the responsibility of the Customer to check, immediately after delivery of the Service, that the Service made available to him on the Platform corresponds to the Service ordered and, if appropriate, to make any complaint in an email sent to Airbus DS at the following address within seven (7) days of the Service being made available: <https://www.oneatlas.airbus.com/> or to [oneatlas\\_commercial\\_support@airbus.com](mailto:oneatlas_commercial_support@airbus.com)

### 4.2 Standard Delivery Conditions for a Product

The delivery of the Product shall be done in compliance with Appendix A.

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These delivery conditions are indicative only. Airbus DS shall use its commercially reasonable efforts to deliver the Product to the Customer in the best delivery conditions based upon the current capabilities of the Platform.

#### 4.2.1 Living Library streaming subscription

Each time the Customer uses his Service to stream any Product stored in the Living Library, he shall be supplied by Airbus DS with the image tiles corresponding to his selected Product in quasi real time.

#### 4.2.2 Living Library download pack

Any Product ordered by a Customer with a purpose of download can take up to forty eight (48) hours.

#### 4.2.3 Change Detection subscription

The indicative delivery conditions of the Change Detection Service are: (i) once a new image is acquired, Airbus DS shall deliver it within the Customer workspace within forty eight (48) hours, (ii) the change vector files shall be delivered within the Customer workspace within one (1) working day.

#### 4.3 Conditions of Access to the Service

According to the applicable Licence, the Customer shall send to Airbus DS the list of affiliates and their email addresses.

According to this list, Airbus DS shall send individual emails to inform the Customer and the affiliates that access to the Service has been made available on the Platform.

The Customer undertakes, and shall ensure that the affiliates undertake to treat as confidential their individual logins and passwords and shall use reasonable degree of care to protect their confidentiality:

It is understood that the Customer shall remain liable for any consequence arising out or related with any loss, misuse or unauthorized use of the individual login and password by the Customer, the affiliate and/or any third party. In no event Airbus DS shall be liable in case of misuse of identity.

The Customer shall promptly inform Airbus DS in the event it becomes aware about any unauthorized use. Airbus DS shall have the right to immediately terminate the OneAtlas Data Service in case of breach of the present condition by the Customer and/or any of its affiliates. The Customer guarantees Airbus DS against any claim arising out or related with such breach.

The Customer undertakes to promptly inform Airbus DS in writing in the event any of its users ceases to be a user of the OneAtlas Data Service for any reason, including but not limited if the individual user ceases to be an employee of the company. The Customer shall ensure the affiliate does so.

#### 4.4 Delay or failure to deliver

Except in the case of a Force Majeure event as set out in Condition 13, and when no compensation is payable, should Airbus DS be unable to deliver a Product, the Customer shall be entitled only to such commercial compensation. Such compensation shall be the Customer's sole remedy for any breach of these Conditions.

Delay in a delivery does not authorize the Customer to refuse the total or partial delivery of the Product or claim for any indemnity, penalty or damages whatsoever. Time shall not be of the essence for the purpose of these Conditions.

For the Change Detection service, compensation in a case of failure to deliver the Product due to unsuccessful tasking is defined by the general OneSeries Terms & Conditions.

### 5. PRICES

Prices applicable to any Service are those defined in the AoR. Prices applicable to Products are available upon request from the Customer.

Such prices are to be considered "Ex-Works" (I.C.C. Incoterms 2010), exclusive of any taxes. In all cases, the custom charges and taxes shall be borne exclusively by the Customer.

### 6. PAYMENTS

All Payments to Airbus DS are due based on the cash down payment and the price and conditions defined in the AoR. The Service will only be made available to the Customer once payment has been received by Airbus DS.

In any event, payments may not be suspended, or form the subject of any compensation, without the prior written consent of Airbus DS.

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## 7. CUSTOMER OBLIGATIONS

The Customer undertakes to strictly comply with applicable laws and regulations and the present Conditions. In particular, the Customer undertakes:

- To strictly comply with the terms and conditions of the applicable Licence;
- Not to infringe any applicable intellectual property rights and/or confidentiality obligations;
- Not to use part or all of the Service and/or Product for illegal purposes.

In any case, Customer acknowledges and agrees that he is solely responsible and the use of the Product shall be done under the sole responsibility of the Customer and the affiliates.

## 8. WARRANTY - LIABILITY

Airbus DS shall use all commercial reasonable efforts to provide the Customer with OneAtlas Data Service and deliver the corresponding Products in accordance with the technical specifications set forth in Appendix A.

**8.1 Disclaimer.** THE PRODUCTS ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. AIRBUS DS HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OTHERWISE ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. AIRBUS DS MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY, WARRANTY (A) THAT THE PRODUCTS WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR (B) THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THE REQUIREMENTS OF ANY OF CUSTOMER'S USERS.

**8.2** Airbus DS does not warrant that any Product is free of bugs, errors, defects or omissions, and that the operation of the Product will be error free or uninterrupted or that all non-conformities will or can be corrected. Airbus DS's warranty for a Product shall be limited either to the replacement of the defective Product if available, or to a refund of the price paid for the Product, to the exclusion of any indemnity or damages. Any claim related to the quality of any Product delivered must, to be admissible, be well-founded evidenced and sent by registered mail at the latest seven (7) days after the delivery of the Product.

**8.3** In no event shall Airbus DS be liable or responsible for all indirect and/or consequential damages such as loss of profit, loss of production, loss of operation, loss of dates, loss of data or information, loss of a right, interruption of a service, and other such losses caused to the Customer or to any third party.

## 9. COLLECTION AND PROCESSING OF PERSONAL INFORMATION

All personal data of the Customer shall be processed by Airbus DS in conformity with the privacy notice available on the Website at the following web address: <https://www.intelligence-airbusds.com/privacy-policy>.

## 10. NON-EXCLUSIVITY

No Customer is granted an exclusive right to use any Product.

## 11. CONFIDENTIALITY

The Customer commits, for a period of five (5) years from the date of issuance of the AoR by Airbus DS, to consider confidential all information, of any nature whatsoever, which it may have obtained as a result of or in connection with Airbus DS's technical or commercial proposal or of the supply of any Product. The Customer guarantees Airbus DS that its personnel and sub-contractors shall comply with and maintain the confidentiality of the said information. Any breach of the confidentiality clauses linked to this contractual relationship shall lead to termination of such contractual relationship by service of notice by Airbus DS upon the Customer, such termination to take effect on the date specified in the notice, without any liability on the part of Airbus DS.

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## 12. FORCE MAJEURE

Airbus DS shall not be liable for failing to meet its contractual obligations if such failure is due to the occurrence of a Force Majeure event. A Force Majeure event shall include but not be limited to any occurrence beyond the reasonable control of Airbus DS, of any nature whatsoever, and in particular all breakdowns or failure whether in whole or in part of a satellite, or the related ground system, natural catastrophes, bad weather, fires, collective work disputes, strikes, sabotage, embargoes, interruptions or delays in the transport or means of communication, war, acts, government agency decision governmental (including any public agency) or U.N. decision (in particular those requesting suspension of the transmission of telemetry or distribution of data) or regulations issued by a government, by civil or military authorities (including delays in the obtainment of authorizations or licenses of any sort), by the U.N., which may occur as from the date of the PSR and would prevent its total or partial execution.

## 13. TERMINATION

### Termination for Material Breach

Airbus DS may terminate this Agreement immediately upon notice to Customer (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) (a) for cause, if any act or omission by Customer or any of its personnel and subcontractor

(a) if Customer's or any of its personnel and subcontractor's use of the Products (i) poses a security risk to the Products or any third party, (ii) may adversely impact the Products or the systems or Images of any other Airbus DS customer, or (iii) may subject Airbus, its affiliates, or any third party to liability;

(b) Customer is, or any of its personnel and subcontractor is, in breach of this Agreement, or any other agreement with Airbus,

(c) Customer have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.,

(b) if its relationship with a third party partner who provides software or other technology Airbus use to provide the Products expires, terminates or requires Airbus to change the way Airbus provide the software or other technology as part of the Products, (c) if Airbus DS believe providing the Products could create a substantial economic or technical burden or material security risk for Airbus DS, (d) in order to comply with the law or requests of governmental entities, or (e) if Airbus DS determine use of the Products by Customer or any of its personnel and subcontractor or its provision of any of the Products to Customer or any of its personnel and subcontractor has become impractical or unfeasible for any legal or regulatory reason.

### Termination for convenience

In addition, Airbus DS shall have the right in its absolute discretion to terminate all Products before the term specified in the Licence.

### Effect of Termination

Upon any termination or expiration of this Agreement, all rights granted by Airbus DS herein shall terminate and be of no further force or effect.

## 14. JURISDICTION AND APPLICABLE LAW

The applicable law and exclusive place of jurisdiction is as specified in the Licence.

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**15. MISCELLANEOUS**

If Airbus DS does not enforce any of the Conditions, this shall not be interpreted as constituting a waiver, by Airbus DS, of any one of its rights, nor shall it affect the validity of all or part of the Conditions, nor shall it constitute a bar to any future action by Airbus DS. Any amendment or modification of the Conditions shall not come into effect until it is signed by the duly authorized representative of each of the Parties.

Any other terms and conditions that the Customer purports to impose or incorporate, or which are implied by custom, trade practice or course of dealing shall be ineffective against Airbus DS. If a bespoke agreement concluded with the Customer for the Product expressly derogates from the Conditions, the remaining provisions of the Conditions shall remain in full force and effect to the extent that they do not conflict with such bespoke agreement.

**16. EXPORT CONTROL**

The Parties shall be responsible for complying with all applicable national and international laws and regulations applicable to import, export, re-export and transfer/re-transfer. The Customer is advised that the Product may be subject to government export regulations. Accordingly the Customer agrees that no Product will be exported from the territory where payment is received for the Product without obtaining the prior approval in writing of all regulatory authorities at no cost to Airbus DS. The Customer hereby undertakes to indemnify Airbus DS against any claims, losses, damages or expenses incurred by Airbus DS as a result of any breach by the Customer of this Condition 16.

## APPENDIX A

### 1. LIVING LIBRARY TECHNICAL SPECIFICATIONS

#### 1.1 Content

OneAtlas Living Library encompasses an unprecedented amount of Pléiades 1A/1B and SPOT 6/7 imagery products meeting the following criteria:

- Pléiades 1A/1B images
  - New images acquired every day over North America, Asia, Europe, Middle East & Australia, with max. fifteen percent (15%) cloud cover & thirty degrees (30°) incidence angle.
  - Up to three (3) years of Archive images over North America, Asia, Europe, Middle East & Australia, with max. fifteen percent (15%) cloud cover & thirty degrees (30°) incidence angle.
- SPOT 6/7
  - New images collected since December 2017 worldwide, with max. five percent (5%) cloud cover & twenty degrees (20°) incidence angle.
  - Up to 1 year of Archive worldwide, with max. five percent (5%) cloud cover & twenty degrees (20°) incidence angle.

The Living Library is constantly ramping up with new images. At the date of November 20<sup>th</sup>, 2018, the Living Library includes more than one hundred and sixty thousand (160,000) imagery products (more than one hundred and forty thousand (140,000) Pléiades 1A/1B images) accounting for more than two hundred and sixty thousand square kilometers (260,000 km<sup>2</sup>) (about eighty five thousand square kilometers (85,000 km<sup>2</sup>) for Pléiades 1A/1B images) all over the globe.

#### 1.2 Delivery protocols & formats

The Living Library can be delivered in 'View' streaming, ie via a streaming protocol optimised for viewing / screen display, or in 'Download'.

**View** - 'View' protocols available are WMTS via OneAtlas Data user interface, WMTS and WMS via OneAtlas Data 'View' API. Both WMS and WMTS protocols are OGC standards.

Living Library Products accessed to via the 'View' protocols are delivered in the following format: orthorectified, eight (8) bits, three (3) bands, with a Geographic projection. Geolocation accuracy for the Pléiades orthorectified images is around 10m CE90.

**Download** - 'Download' is an Airbus DS proprietary protocol. Products accessed to via the 'Download' protocol are delivered as light DIMAP files including all metadata and masks except the occlusion and water masks, and a raster product in the following format: Bundle, four (4) bands, orthorectified, Jpeg2000, twelve (12) bits, in a EPSG:4326 - WGS 84 Geographic projection.

### 2. CHANGE DETECTION TECHNICAL SPECIFICATIONS

#### 2.1 Content

The OneAtlas Change Detection service allows monitoring sites easily and on demand to detect any infrastructures changes, including roads, houses, earthworks and buildings. The service is based on both: (i) Airbus DS tasking capabilities and (ii) Airbus DS automated analytics capabilities permanently improved by our Airbus DS experts and machine learning.



This service is embedded within the OneAtlas Data Portal and APIs. The user has to connect to the OneAtlas Portal and subscribe to the Change Detection service. Then the user connects to the OneAtlas Data Portal or API using its UCA account.

## 2.2 Tasking

The service is proposed today only for SPOT and Pléiades imagery via a set of OneSeries tasking request. To allow a single acquisition for each observation, the AoI defined by the Customer must be contained in a bounding box (Pléiades : 20\*20 km; SPOT : 60\*60 km). To allow the automated feasibility of the tasking, only the following frequencies of acquisition are authorized: monthly and quarterly. The tasking parameters are fixed to the following values (i) Maximum cloud cover percentage: ten percent (10%) and (ii) Maximum incidence angle: twenty degrees (20°).

The tasking is an automated process with no notifications sent to the Customer. For all other concerns, the generic OneSeries conditions apply.

## 2.3 Change Detection algorithm

The Airbus DS Change Detection algorithm is a deep-learning-based on Airbus DS internal algorithm trained to detect changes in infrastructures (buildings, roads, earthworks, etc.), excluding mobile assets (vehicles, ships, planes). It does not provide a classification of the changes, only the information of change / no change. Two versions of the algorithm are available and automatically triggered, one for each sensor (SPOT / Pléiades). The algorithm provides a vector files which identifies the areas that have changed between two consecutive images.

The performance of the algorithm is monitored by two indicators:

- The RECALL percentage which is the number of real changes that were detected by the algorithm over the total amount of changes. A recall close to one hundred percent (100%) indicates that the algorithm has found almost all the changes that really occur between the two (2) images.
- The PRECISION percentage, which is the number of real changes detected by the algorithm over the total amount of detection. A precision close to one hundred percent (100%) indicates that the algorithm did not find too many over detections (false positives).

The precision score at the output of the algorithm is improved by a manual quality check which aims at filtering false alarms that may occur such as variations on cultures, changes due to shadows and acquisition angles on buildings or mobile vehicles. This quality check is subcontracted to the Vietnamese company FPT Group. The Customer accepts that his area shall be controlled by this company. The subcontractor does not have access to the Customer personal information.

The Recall score is directly the one obtained by the algorithm without any manual intervention.

The target performances (after quality control) of the change detection service are (i) Recall > 90% / Precision > 90%.

In this first version which is provided at no cost for change detection computation, Airbus does not commit to these accuracy levels.

## 2.4 Delivery protocols & formats

The images acquired and the vector files computed in the framework of the service can be viewed in streaming with the same specifications as the ones mentioned above for the Living Library. Only the vector files can be downloaded in the .geosjon file format.

## 3. API DOCUMENTATION

The APIs will be fully supported and documented as to how to access them.

Airbus DS commits to document how to access the APIs. Airbus DS may change the features and functions of the APIs. It is the responsibility of the Customer to ensure that calls or requests it makes to the APIs are compatible with then-current Airbus DS APIs. Airbus DS will attempt to avoid changes to the APIs that are not backwards compatible, but such changes may

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occasionally be required. If that happens, Airbus DS will use reasonable efforts to notify the Customer prior to deploying the changes.

**4. SERVICE AVAILABILITY & MONITORING**

Airbus DS shall use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for:

- (i) scheduled downtime (of which Airbus DS shall give advance electronic notice), and
- (ii) any unavailability caused by circumstances beyond Airbus DS reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Cloud provider’s failure or delay, Internet service provider failure or delay, or denial of service attack.

For information purpose, the expected availability level of the Service at its opening is ninety-nine percent (99%) (“Uptime”). The percentage of Uptime will be calculated by dividing the total number of minutes of Outages during an applicable year by the total number of actual minutes in the year, and then subtracting the resulting number from 1 and multiplying that amount by one hundred (100); i.e., a calculation using the following formula:  
 $1 - (\text{total Outage minutes in a year} / \text{total minutes in the year}) \times 100$

An “Outage” is defined as any event which interferes with the delivery of the API services. Airbus DS shall not be liable for Outages that are the result of a failure of the web services or infrastructure of an upstream content provider whose web services or content are re-published via Airbus DS’ web services.

Scheduled maintenance (as set forth in Section 3 below) shall not be counted as Outages for the purposes of the Uptime calculation. In addition, any unavailability or failure to meet an identified service level due to the following causes outside Airbus DS’s control shall not be considered in the calculation of service levels: (a) downtime cause by a virus transmitted from Customer to Airbus DS, (b) a Force Majeure event, (c) failure of an upstream provider, or (c) failures due to the general unavailability of the Internet.

**5. SCHEDULED MAINTENANCE**

Airbus DS will use commercially reasonable efforts to provide Customer with advanced written notification of changes to scheduled maintenance windows and/or upgrades. Scheduled maintenance shall not exceed four (4) hours per month.

Airbus DS will ensure that any maintenance conducted will follow industry standard change control procedures, including but not limited to such safeguards as pre-testing and qualification of upgrades and new applications, backup maintenance, availability of reversal and restoration procedures, and the maintenance of change logs for the purpose of future troubleshooting and system analysis.

Emergency maintenance is defined as maintenance that must be performed by Airbus DS outside scheduled maintenance windows, regardless of time of day. Such maintenance will be categorized as an Outage.

**6. INCIDENT MANAGEMENT & SERVICE RESTORATION**

Single Point of Contact for Issue Resolution: Airbus DS will have qualified employees who will provide operations and infrastructure support. The global intervention range is 1AM – 11PM (UTC), working days. There will be a single point of contact for coordination of all maintenance/upgrades and trouble reporting, tracking and resolution, and as provided below:

Party	Email
Airbus DS	<a href="mailto:technicalsupport@intelligence-airbusds.com">technicalsupport@intelligence-airbusds.com</a>

**7. MONITORING**

Airbus DS shall monitor performance of the systems from both inside and outside of the Airbus DS network to ensure performance against the Service Levels.