

CHANGE DETECTION STANDARD LICENCE

By streaming and/or manipulating and/or using the PRODUCT, the LICENSEE 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 LICENSEE of this LICENCE is the condition upon which AIRBUS DS makes the PRODUCT available to the LICENSEE. The LICENSEE 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 LICENSEE and AIRBUS DS.

ARTICLE 1 – DEFINITIONS

AIRBUS DS: means Airbus DS Geo SA.

LICENSEE: means the legal commercial business entity, which is supplied with the PRODUCT by AIRBUS DS.

LICENSEE'S AFFILIATE: means

- (a) any company or other entity which directly or indirectly (i) controls the LICENSEE; (ii) is controlled by the LICENSEE or (iii) is a controlled subsidiary of the controlling company or entity of the LICENSEE; or
- (b) any other company declared, registered and previously authorised in writing by AIRBUS DS.

PRODUCT: means the report based on Pléiades and Spot satellite imagery, i.e. vector file showing infrastructure changes (buildings, roads, houses, earthworks, etc.), which only provides with the information of change / no change, and no detailed classification of the changes. It does not include images used to process this change detection report, such images being covered in the non-exclusive licence to use Pleiades and Spot satellite imagery that is supplied separately.

PLATFORM: means OneAtlas technical infrastructure and the different means of supply of OneAtlas data service, including the data portal and APIs.

ARTICLE 2 - LICENCE

2.1 Permitted Uses

The LICENSEE is hereby granted by AIRBUS DS a limited, non-exclusive, non-transferable, licence:

- (a) to use PRODUCT for internal purpose only;
- (b) to use a PRODUCT in the framework of competitive analyses (such as benchmarking) for internal purpose only.

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The LICENSEE shall not, and shall guarantee that any LICENSEE'S AFFILIATES and/or contractor or consultant engaged as per the provisions of Article 2.1 (c) does not, unless otherwise expressly provided in this LICENCE:

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

- (a) sell, lease, rent, sub-license or transfer the PRODUCT to any third party in any manner whatsoever;
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- (c) reproduce, transmit, disseminate, or make available in any way the PRODUCT in whole or in part, to any third party other than a contractor or consultant engaged as per the provisions of Article 2.1 (c), 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, except as permitted in Article 2.1. b);
- (e) use any automatic system to perform speed and access tests to the PLATFORM; or
- (f) do anything not expressly permitted under Article 2.1.

The LICENSEE acknowledges and accepts that AIRBUS DS can monitor the consumption of the PRODUCT (location, frequency, etc.).

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- 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 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)”.

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 LICENSEE 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 LICENSEE’s requirements or expectations, or shall be fit for the LICENSEE’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.

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 LICENSEE, 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.

The financial cumulative liability of AIRBUS DS and of anybody having contributed to the development and/or production and/or delivery of the PRODUCT shall not in any case exceed the price paid by the LICENSEE to AIRBUS DS for the PRODUCT from which such loss or damage directly arose.

ARTICLE 5 – MISCELLANEOUS

- 5.1** Unless otherwise specified by AIRBUS DS, this LICENCE shall run for an unlimited term as from the date of reception of the first deliverable by the LICENSEE under the OneAtlas 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 LICENSEE breaches any provision hereof or in case of governmental restriction from the French authorities. The LICENSEE shall have no claim to any kind of indemnity in this case. Upon termination of this

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LICENCE, the LICENSEE shall return to AIRBUS DS the PRODUCT and all copies thereof and the streaming access shall be automatically terminated.

- 5.3** Unless otherwise expressly provided in this LICENCE, the LICENSEE 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, 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)

(Name of the organization of the LICENSEE)

(Name of the representative of the LICENSEE)

(Title of the representative of the LICENSEE)

(Signature of the representative of the LICENSEE)

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