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By streaming and/or downloading 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.

DERIVATIVE WORK or DW: means any derivative product or information developed by the LICENSEE 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.

INTERNAL USER: means the list of users (individual persons) which are entitled to use the PRODUCT and which are employees of the LICENSEE or contractors working on behalf of the LICENSEE. For the purposes of this LICENCE, each INTERNAL USER shall be declared to AIRBUS DS before any delivery of the PRODUCT. This declaration shall include, for each INTERNAL USER, his name, his contact details and any other information that may be reasonably required by AIRBUS DS.

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 satellite imagery product that is provided to the LICENSEE and delivered from Airbus PLATFORM.

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

SCREENSHOT: means the capture of the PRODUCT limited to 2048x2048 pixels, as an image file (.pdf, .jpeg, .tiff, .png, .pmp, .gif, .bmp, .jfif, .jpe) or any format without georeferencing information (TIFF, NITF, GeoPDF, JP2 and JPEG2000 are not permitted); with or without rasters or vectors on top.

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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

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 alter or modify the PRODUCT to produce VAPs for internal purpose only;
- (c) to use any VAPs for internal purpose only;
- (d) to freely use and distribute DERIVATIVE WORK;
- (e) to grab and/or to print a SCREENSHOT and use it for internal purpose only. Such print shall include the following credit set forth in article 3.3 conspicuously displayed;
- (f) to post a SCREENSHOT on an Internet site, for non-commercial use only, with the credit set forth in article 3.3 conspicuously displayed;
- (g) to use a PRODUCT and/or VAP and/or SCREENSHOT in the framework of competitive analyses (such as benchmarking) for internal purpose only.

The LICENSEE is also granted the following sub-license rights:

- (h) to share the PRODUCT with the INTERNAL USERS declared to AIRBUS DS;
- (i) to make the PRODUCT and/or any VAP and/or any DERIVATIVE WORK and/or any SCREENSHOT available to LICENSEE'S AFFILIATES and/or contractors and consultants, only for use on behalf of the LICENSEE, 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 LICENSEE, and (II) to return the PRODUCT and/or any VAP and/or any DERIVATIVE WORK and/or any SCREENSHOT to LICENSEE, and to keep no copy thereof, upon completion of the contracting or consulting engagement. The LICENSEE shall guarantee that each LICENSEE'S AFFILIATE and/or contractor or consultant complies with the provisions and restrictions provided in the present LICENCE, and shall indemnify and hold AIRBUS DS harmless in connection thereto.
- (j)

2.2 Prohibited Uses

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

- (a) sell, lease, rent, sub-license or transfer the PRODUCT, VAP 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 in whole or in part, to any third party other than a contractor or consultant engaged as per the provisions of Article 2.1 (i), 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, and/or VAP except as permitted in Article 2.1. g);
- (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.).

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

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

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- 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)”.

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.
- 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 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 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€).

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- 5.1** Unless otherwise specified by AIRBUS DS, for any streamed PRODUCT, this LICENCE shall run for one year as from the date of the activation of the OneAtlas subscription for streamed PRODUCTS and shall be automatically terminated at the term of its subscription.
- 5.2** Unless otherwise specified by AIRBUS DS, for any downloaded PRODUCT, this LICENCE shall run for the entire term of protection of the intellectual property rights inherent to this PRODUCT, as from the date of download of the PRODUCT by the END USER. 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 or expiration of this LICENCE, the LICENSEE shall destroy 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 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. The LICENSEE shall guarantee that each INTERNAL USER 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.

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