

## COMMERCIAL LICENCE

## NON-EXCLUSIVE LICENCE TO USE VERDE FOR COMMERCIAL PURPOSES ONLY

By manipulating and/or using the PRODUCT, the END-USER signifies that it unconditionally accepts all the terms and conditions of the present Commercial 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

**"AIRBUS DS"**: means Airbus DS Geo SA

**"AREA OF INTEREST" OR "AOI"**: means the geographical zone(s) agreed between the END-USER and AIRBUS DS, for which the END-USER is hereby granted rights under the LICENCE.

**"DERIVATIVE WORKS"**: means any derivative product or information developed by the END-USER from the PRODUCT for commercial purposes, which does not contain any source data from the PRODUCT and is irreversible and uncoupled from the source data of the PRODUCT.

**"END-USER"**: means the legal commercial business entity, limited to the employees of the END-USER which is supplied with the PRODUCT and accepts this LICENCE.

**"INTERNET-USER(S)"**: means the internet users which have a professional link to the AOI for precision farming purposes (e.g. be the farmer or the advisor of the farm for the selected fields, excluding governmental entities, financial traders and insurance companies).

**"PLATFORM"**: refers to the technical infrastructure of the END-USER which stores and disseminates PRODUCTS and/or DERIVATIVE WORKS to INTERNET-USERS as per Article 2.1(g) and/or any contractor or consultant as per Article 2.1(f).

**"PRODUCT"**: means the Verde product supplied to the END-USER for commercial purposes. For clarity, Verde product shall refer, depending on the AOI, to one of the following:

- vegetation maps created by Airbus DS on the basis of satellites images and exogenous data (such as field boundaries or crop type) supplied by the END-USER;
- imagery product from satellites Pléiades 1a and 1b and/or SPOT 6 and 7 and/or Landsat 8 and/or Sentinel 2A and 2B, limited to the size of the selected AOI as an image file (.jpg) in a display format.

## ARTICLE 2. LICENCE

The rights described below are granted by AIRBUS DS to the END-USER with respect to the AREA OF INTEREST only. Therefore, no right is hereby granted to the END-USER on any part of the PRODUCT out of the AREA OF INTEREST.

## 2.1. Permitted Uses

The END-USER is hereby granted by Airbus DS a limited, non-exclusive, non-transferable licence:

- (a) to use the PRODUCT for internal purposes only;
- (b) to alter or modify the PRODUCT to produce DERIVATIVE WORKS for commercial purposes with the INTERNET-USERS only;
- (c) to use any DERIVATIVE WORKS for commercial purposes with the INTERNET-USERS only;
- (d) to integrate the PRODUCT and/ or DERIVATIVE WORKS in the PLATFORM;
- (e) to use the PRODUCT and/or DERIVATIVE WORKS in the framework of competitive analysis (such as benchmarking) for internal purposes only;
- (f) to make the PRODUCT and/or any DERIVATIVE WORKS available to contractors and consultants, only for 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 and/or DERIVATIVE WORKS to the END-USER, and to keep no copy thereof, upon completion of the contracting or consulting engagement;
- (g) to grant a sub-licence to INTERNET-USERS:
  - to view and/or download the PRODUCT and/or DERIVATIVES WORKS via the PLATFORM for operational use only (e.g. conduct daily farming operations),

- to print the PRODUCT and/or DERIVATIVES WORKS for operational use only, with the credit of the corresponding PRODUCT mentioned in Article 3.3 conspicuously displayed and written in full.
- The END-USER shall guarantee that each INTERNET-USER complies with the provisions and restrictions provided in the present LICENCE, and shall indemnify and hold AIRBUS DS harmless in connection thereto.

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

## 2.2. Prohibited Uses

The END-USER shall not, and shall guarantee that any contractor or consultant and/or INTERNET-USERS engaged as per the provisions of Articles 2.1(f) and 2.1(g) do not:

- (a) display the PRODUCT without the copyright notice as set forth in Article 3.3;
- (b) reproduce, transmit, disseminate, make available in any way, sell, rent or lease any PRODUCT and/or DERIVATIVE WORKS outside the community of INTERNET-USERS, free of charge or in return of payment;
- (c) publish or communicate in any way a competitive analysis (such as benchmarking) of any PRODUCT and/or DERIVATIVE WORKS except as per Article 2.1(e);
- (d) transmit its API keys and authentication information to anyone external to the END-USER;
- (e) consume an unusual volume of data per month within or even outside the AOI, typically more than one thousand (1,000) requests per month and per field;
- (f) do anything not expressly permitted under Article 2.1.

For clarity, the END-USER acknowledges and accepts that AIRBUS DS can monitor the consumption of PRODUCT and request at any time information regarding such consumption.

## 2.3. Confidentiality obligations

Without prejudice of the rights granted under Article 2.1, the information contained in the PRODUCT licensed under this LICENCE, and associated DERIVATIVE WORKS, shall be considered as confidential (the "CONFIDENTIAL INFORMATION"). The END-USER shall not disclose, or use the referred CONFIDENTIAL INFORMATION except as expressly authorised under this LICENCE.

The END-USER acknowledges that any unauthorised use or disclosure of the CONFIDENTIAL INFORMATION may cause irreparable damage to AIRBUS DS. Therefore, the END-USER undertakes to safeguard against unauthorised 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.

The END-USER shall guarantee that INTERNET-USERS and/or contractors and consultants comply with the confidentiality provisions and restrictions provided in the present article.

The confidentiality obligations of this Article 2.3 shall survive the expiration or termination of this LICENCE.

## 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, when displayed in accordance with the Permitted Uses specified in Article 2.1 shall include the Airbus DS logo and the following credits conspicuously displayed:

- For Verde vegetation maps: "© Airbus DS";
- For Pléiades 1a and 1b imagery data: "PLEIADES © CNES (year of acquisition), Distribution Airbus DS";
- For SPOT 6 and 7 imagery data: "© Airbus DS (year of acquisition)";
- For Landsat 8 imagery data: "© USGS/NASA Landsat";
- For Sentinel 2 imagery data: "European Space Agency – ESA".

**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.

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.**

This LICENCE shall run for an unlimited term.

**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. 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 all copies thereof.

**5.3.**

The END-USER shall not transfer part or all of this LICENCE or any information related to the means of identification to get access to the PRODUCT. The END-USER shall guarantee that each INTERNET-USER complies with the provisions and restrictions provided in the present LICENCE or do not transfer any information related to the means of identification to get access to the PRODUCT, 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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(Date)

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(Name of the representative of the END USER)

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(Name of the organization of the END USER)

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(Title of the representative of the END USER)

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(Signature of the representative of the END USER)