

AIRBUS

GENERAL TERMS OF USE

OneAtlas Mobile Application

PREAMBLE

The company Airbus DS Geo SA, a limited company with a capital of 18.022.949 euros, registered at the RCS Toulouse under the number 325 089 589, located at 5, rue des Satellites, 31400 TOULOUSE, (*hereinafter AIRBUS DS*), has developed the application (*hereinafter the APPLICATION*).

AIRBUS DS shall make available to all OneAtlas customers (*hereinafter the USERS*), the APPLICATION.

The APPLICATION allows its USERS to access OneAtlas Data and related services that AIRBUS DS proposes.

These General Terms of Use (hereafter GTU) govern all the different uses of the APPLICATION and of the OneAtlas Services to which it gives access.

IMPORTANT

ANY USE OF THE APPLICATION, FOR ANY REASON WHATSOEVER, IMPLIES THE ACCEPTANCE WITHOUT RESERVATION BY THE USER, OF THESE GTU ACCESSIBLE AND DOWNLOADABLE AT THE FOLLOWING URL ADDRESS: [HTTPS://WWW.INTELLIGENCE-AIRBUSDS.COM/LICENCE-AND-SUPPLY-CONDITIONS/](https://www.intelligence-airbusds.com/licence-and-supply-conditions/)

ARTICLE 1 DEFINITIONS

The terms listed below shall, within the framework of the present GTU, have the following meaning:

- « **ACCOUNT** » or « **USER ACCOUNT** »: refers to the OneAtlas USER account.
- « **IDENTIFIERS** »: refers to the User's OneAtlas services account. These IDENTIFIERS are for the exclusive use of the USER who is solely responsible for them.
- « **LICENSE** »: refers to all the prerogatives granted by AIRBUS DS to the USER on OneAtlas as well as on the APPLICATION itself.

- « **OneAtlas Data** »: refers to OneAtlas images from the satellites the USER can view via the APPLICATION, depending on the area of interest selected by the USER.
- « **SERVICES** »: refers jointly to OneAtlas Data and related services from the satellite image the USER can view via the APPLICATION.

ARTICLE 2 PURPOSE

These General Terms of Use concluded between AIRBUS DS and the USER (*hereinafter collectively referred to as the PARTIES*) are intended to govern the rights and obligations of the PARTIES in the context of the use of the APPLICATION.

ARTICLE 3 MODIFICATION

AIRBUS DS reserves itself the right to modify at any time these GTU and the corresponding LICENSE. The applicable version of these GTU are the one available on the OneAtlas website or upon request to Airbus DS customer care team.

ARTICLE 4 ACCESS CONDITIONS & USER ACCOUNT

4.1. Technical access conditions

SERVICES are accessible 24 hours a day, 7 days a week except in the event of force majeure or any event outside the control of AIRBUS DS and subject to possible breakdowns and interventions necessary for the proper functioning of the APPLICATION.

The SERVICES proposed by AIRBUS are available via the APPLICATION.

The APPLICATION can be downloaded on any mobile device (smartphone, tablet, etc.) equipped with the operating systems iOS 11 and later, or Android 5.0 and later.

It can be downloaded :

- For the Android devices: on the Google Play store : <https://play.google.com/store/apps> ;

- For the Apple devices : on the Apple store : <https://itunes.apple.com/>

In any case, access to the SERVICES via the APPLICATION requires access to the Internet network (WI-FI, 3G/3G+/4G).

Access to the Services may be restricted to any USER who has installed the APPLICATION on jailbroken equipment or any other equipment enabling him to bypass certain technical limitations of the telephone manufacturer or of AIRBUS DS.

4.2. Termination

The USER may, at any time, uninstall the Application.

ARTICLE 5 DESCRIPTION OF SERVICES

Through his ACCOUNT, the USER can access the SERVICES offered via the APPLICATION.

ARTICLE 6 INTELLECTUAL PROPERTY

6.1 AIRBUS DS' property

The APPLICATION, as well as all its elements (trademarks, logos, slogans, graphic designs, texts, illustrations, images, videos, sounds, data, databases, program, codes and underlying technology) belong to AIRBUS DS and/or are protected by the intellectual property rights of AIRBUS DS. They cannot therefore be reproduced, used or represented without prior express authorization, under penalty of prosecution.

6.2 Rights granted to USERS

6.2.1 License on the APPLICATION

AIRBUS DS grants the USER, for the proper use of the APPLICATION and the corresponding SERVICES, a LICENSE to use the APPLICATION and its contents.

Except as permitted by law and in the absence of prior authorization from AIRBUS DS, any reproduction or representation of the APPLICATION or its contents, any extraction of data is prohibited and constitutes an act of infringement subject to both civil and criminal sanction.

Thus, AIRBUS DS expressly prohibits:

- The extraction, by permanent or temporary transfer of all or part of the APPLICATION, either qualitatively or quantitatively, by any means and in any form whatsoever; provided that the author of this extraction intervenes outside a LICENSE granted by AIRBUS DS.
- The re-use by making available to the public the whole or a part, qualitatively or quantitatively substantial, of the APPLICATION, whatever the form it may take, when the author of this re-use intervenes outside a LICENSE granted by AIRBUS DS.

In any event, AIRBUS DS retains exclusive ownership of the economic rights attached to the names, trademarks, domain names, or any other original creation or distinctive sign held by AIRBUS DS, whether or not they have been subject of a filing

with the *Institut National de la Propriété Industrielle (INPI)* or another official intellectual property office.

Any rights not expressly granted by AIRBUS under this article are reserved by AIRBUS DS.

The USER may under no circumstances give, transfer, delegate or sublicense to a third party the LICENSE granted to him herein, whether directly or indirectly and in any manner whatsoever.

6.2.2 Access to the Services

a) Authorized uses

By granting him a LICENSE of use on the APPLICATION, AIRBUS DS offers the USER the possibility to access the SERVICES via the device of his choice, for the use permitted under the relevant OneAtlas license.

The USER acknowledges and agrees to bound by the applicable OneAtlas license.

b) Forbidden uses

Except as permitted by law, impossible to exclude by mutual consent of the PARTIES, **it is in practice forbidden to the USER:**

- to create any derivative work, alter, create a mirror, republish, transmit or distribute the whole or any part of the components of the Services, or attempt to commit any of these actions, in any form, on any medium or by any means whatsoever;
- to decompile, disassemble, reverse engineer or otherwise make comprehensible by any other manner, all or any part of the APPLICATION and the Services, or to attempt to do so;
- to access the APPLICATION and/or the Services in order to design a competing application or service,
- to suppress or by-pass any Technical Protection Measure (TPM), use or manufacture for the purpose of sale or lease, import, distribute, sell or lease, offer for sale or lease, promote the sale or lease or hold for private or commercial use, any means that facilitate the unauthorized deletion or circumvention of TPMs, or attempt to do so, in any way;
- to use the APPLICATION for the purpose of providing services to third parties or licensing, selling, leasing, assigning, allocating, distributing, displaying, disclosing, commercially exploiting or making any of the Services available in any other way to any third party.

Publishing, making available to the public or communicating to the public, a software, an application, websites, etc. allowing to circumvent the normal use of the APPLICATION is not authorized and will be able to legitimize a legal action of AIRBUS DS.

6.3 Sanction

Without prejudice to any legal action that may be brought by any other party, any breach of this Article may lead to the automatic cancellation of the ACCOUNT without notice or indemnity. The USER guarantees AIRBUS DS against any request in this respect.

ARTICLE 7 OBLIGATIONS

7.1- AIRBUS DS' obligations

AIRBUS DS undertakes to carry out the SERVICES in compliance with the rules applicable to the object of the GTU, as these rules result from the rules of the art, European standards, laws, decrees, and national, local or professional laws, regulations or administrative provisions.

AIRBUS DS's general obligation in the framework of the supply SERVICES is a « best efforts » obligation, and the USERS acknowledge that they are burdened with no performance obligation or obligation of reinforced means whatsoever.

AIRBUS DS does not guarantee that the APPLICATION is free from bugs or that it will effectively allow the USER to benefit from the Service corresponding to his needs.

AIRBUS DS undertakes to use all means to ensure continuity of access and use of the APPLICATION, 24 hours per day and 7 days a week.

However, AIRBUS DS draws the USER's attention to the fact that the current protocols governing communication via the Internet do not ensure a definite continuous transmission of exchanges via the Internet (messages, documents, the identity of the issuer or the recipient).

7.2 – USERS' obligations

As part of the use of the APPLICATION, each USER undertakes not to undermine the public order and undertakes to comply with laws and regulations in force, to respect the rights of third parties and the provisions of these GTU.

The USER contributes to the improvement of the APPLICATION by communicating its opinions and suggestions to AIRBUS DS.

Thus, each USER is obliged:

- not to divert the purpose of the APPLICATION for illicit purposes, to commit crimes, misdemeanors or infringements punished by the French Criminal Code or any other law;
- to respect third parties' privacy;
- not to infringe the intellectual property rights of AIRBUS DS;
- not to seek to undermine, within the meaning of article 323-1 and following of the French Criminal Code, to the automated data processing systems used for the operation of the APPLICATION;
- to comply strictly with the GTU and the LICENSE (included the OneAtlas licenses) granted by AIRBUS DS and not to try to circumvent it.

ARTICLE 8 LIABILITY

8.1 AIRBUS DS' liability

AIRBUS DS shall not be held responsible:

- in the event of damage arising from the use of the APPLICATION and/or of the SERVICES;
- In the event of the abnormal use or illicit exploitation of the APPLICATION. The USER is then the sole person responsible for the damage caused to third parties and the consequences of the complaints or actions which might ensue;
- In the event of a USER's reprehensible use of the APPLICATION causing any damage whatsoever to another USER or third party;
- In case of breach of the present GTU.

Under no circumstances can Airbus DS be held liable for all indirect and/or immaterial 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 provided, and other such losses caused to the USER or to any third party. Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the SERVICE, from inability to use the SERVICE, or from the interruption, suspension, or termination of the SERVICES (including such damages incurred by third parties).

Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by French law.

Either way, it is reminded that the responsibility of AIRBUS DS can only be sought in case of proven fault.

8.2 USERS' liability

The USER is sole responsible for any direct or indirect damage, whether tangible or intangible, caused by him to AIRBUS DS, other USERS or any third party as a result of his use of the APPLICATION.

AIRBUS DS declines all responsibility in this respect, especially when the cause of the damage constitutes a violation of these GTU.

ARTICLE 9 PROTECTION OF PERSONAL DATA

For further information regarding the data processing implemented by AIRBUS DS in the context of the APPLICATION, the USER is invited to consult the Privacy Policy accessible at the following address:

<https://www.intelligence-airbusds.com/privacy-policy>

ARTICLE 10 FORCE MAJEURE

AIRBUS DS shall not be held responsible or deemed to have failed its obligations under those GTU for any delay or non-performance when the cause of the delay or non-performance is linked to a case of force majeure as defined by the jurisprudence of French courts and tribunals. In particular AIRBUS DS shall not be held responsible for any total or partial failure of a satellite or of the ground system nor for any

maintenance operation, in the event of natural disasters, fires, bad weather, strikes, sabotage, attack of hackers, unavailability of equipment or interruptions of electronic communications networks.

before the judge. All disputes shall be referred to the courts of Toulouse, France.

ARTICLE 11 GUARANTEES

Each PARTY undertakes towards and guarantees to the other PARTY:

- That it has the capacity and the authority to enter into these GTU, and that over the course of the relationship it shall see to and uphold all authorizations that may be necessary to the execution of its obligations
- That it will not do or fail to do anything that would lead the other PARTY into a violation of any law or regulation in force.

ARTICLE 12 GENERAL PROVISIONS

No information or document may generate an obligation which is not included in these GTU, if it is not the object of a new agreement between the PARTIES.

The fact that one of the parties has not demanded the application of any clause in the GTU, whether it be permanently or temporarily, shall in no event be construed as a waiver of said clause.

In the event of a difficulty interpreting any one of the headings of the clauses, or any one of the clauses themselves, the headings will be declared nonexistent.

If any one of the stipulations of these GTU were declared invalid pursuant to a legal or regulatory provision in force and/or a court decision with authority of res judicata, it will be considered as unwritten but will in no manner impact the validity of the other clauses which will continue to apply in full.

ARTICLE 13 GOVERNING LAW - LITIGATION

These GTU are subject to French law.

In the event of disputes arising between the PARTIES regarding the interpretation, execution or termination of these GTU, the PARTIES shall strive to reach an amicable settlement.

In the absence of amicable settlement or if the USER justifies having attempted, beforehand, to resolve his dispute directly with AIRBUS DS by a written complaint, then an optional mediation procedure, conducted in a spirit of loyalty and good faith, will be proposed with the aim to reach an amicable settlement upon the occurrence of any disputes relating to these GTU, including its validity.

Failing an amicable agreement within a period of 2 months following communication of the litigation to one of the parties by registered letter with request for return receipt, each of them will recover full freedom of action and the right to bring his case