

## GENERAL SUPPLY TERMS AND CONDITIONS

### 1. Definitions

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**1.1. Airbus DS:** the Airbus legal entity as stated in the AoO.

**1.2. Acquisition:** means that part of the PRODUCT which will depend on a future satellite tasking over an AoI and during a certain observation period or on a specific date either in the frame of 1) ONE TASKING SERVICES by SPOT6/7, Pleiades satellites or by TerraSAR-X- and/or 2) by DMC Constellation.

**1.3. Acceptance of Order or “AoO”:** refers to the document sent by AIRBUS DS to the END-USER via the WEBSITE or by Airbus DS Customer Service. The information contained in the AoO prevails over the information contained in the PURCHASE ORDER.

The AoO provides the following minimum information:

- the AOI,
- the appropriate production parameters,
- the prices and payment conditions
- the delivery terms
- the contracting Airbus entity and
- the Conditions

If there is an order for ACQUISITION, the AoO will also contain:

- the appropriate programming parameters,
- the tasking performance principle associated to the selected ONE TASKING.

**1.4 Area of Interest or “AoI”:** means the geographical area selected by the END-USER in the PURCHASE ORDER and confirmed in the AoO for which AIRBUS DS grants the END-USER the rights defined in the applicable EULA.

**1.5 Binding Purchase Order or “BPO”:** means the PURCHASE ORDER including all subsequent correspondence, and agreements between AIRBUS DS and the END-USER and finally validated and accepted by the AoO sent by Airbus DS to the END-USER.

**1.6 End-User:** means either the person acting in his own name or the legal entity which is supplied with the PRODUCT and accepts the EULA. When the PRODUCT is supplied to a public authority, the END-USER shall be deemed to be only such part of the public authority as located at the address to which the PRODUCT is supplied, except with AIRBUS DS’ prior agreement in writing.

**1.7 EULA:** means the applicable license agreement that sets out the terms and conditions of use of the ordered PRODUCT by the END-USER. The EULA is available at the following web address: <https://www.intelligence-airbusds.com/en/8320-licences-supply-conditions-north-america>.

**1.8 One Tasking Services:** means services marketed by AIRBUS DS for ACQUISITION and defined in the AIRBUS DS Price List under the following four services: “OneDay” / “OneNow” / “OnePlan” / “OneSeries” (OneSeries Critical or OneSeries Routine)

**1.9 Product:** means any satellite imagery product marketed by AIRBUS DS as defined in the AIRBUS DS Price Lists available at the following web address: <https://www.intelligence-airbusds.com/en/122-price-lists>.

**1.10 Purchase Order:** means an order request fulfilling the requirements set out in Condition 3 for a PRODUCT placed by the END-USER on AIRBUS DS requiring final acceptance by Airbus DS in an AoO.

**1.11 Service Level:** refers to the two different services levels offered on the WEBSITE by AIRBUS DS for the performance of each ONE TASKING SERVICE:

- Premium Service is included in OneDay, OneNow and OneSeries Critical

- Regular Service is included in OnePlan and OneSeries Routine.

**1.12 Tasking Proposal:** refers to a proposal describing the appropriate programming parameters for ACQUISITION and sent by AIRBUS DS to the END-USER.

**1.13 Taxes:** means, all existing or future taxes including (without limitation) corporate income tax or gross revenue taxes, personal income tax, employment taxes, social security benefits, unemployment insurance, pensions, national insurance contributions, sales taxes, property taxes, impost, duties, customs duties, levies, withholdings taxes and fees, stamp duties, VAT, any indirect taxes, charge and other assessments in the nature of taxes including any fines, penalties or interest.

**1.14 Website:** means the AIRBUS DS GeoStore ebusiness portal, accessed through the following web address: <https://www.intelligence-airbusds.com/geostore/>.

## 2. General Provisions

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Unless otherwise expressed in writing by AIRBUS DS, all supplies of the PRODUCT shall be governed by these General Supply Conditions and the applicable EULA (the present General Supply Conditions and the applicable EULA being together referred to as the "Conditions"). If there is any conflict between the applicable EULA and the General Supply Conditions, the provisions of the applicable EULA shall prevail.

The END-USER accepts and agrees to be irrevocably bound by the terms of these Conditions by doing any of the following: (a) placing a PURCHASE ORDER through its personal account created on the WEBSITE or placing a PURCHASE ORDER with Airbus DS's Customer Care Team for the supply of a PRODUCT; (b) accepting, in whole or in part, a quotation for the supply of a PRODUCT incorporating these Conditions; (c) breaking the seal on the package containing a PRODUCT if there is physical delivery of a PRODUCT; (d) downloading and/or installing and/or manipulating a PRODUCT on any computer; (e) paying in whole or in part for a PRODUCT; (f) damaging or destroying a PRODUCT; (g) 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 at the time the PURCHASE ORDER is placed by the END-USER.

Any other terms and conditions that the END-USER 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 END-USER 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.

## 3. Ordering

### 3.1. General:

The PURCHASE ORDER may be issued from the END-USER's personal account on the WEBSITE either (i) by filling the order form available on the WEBSITE and promptly submitting it online by clicking on the "ORDER" button or (ii) by placing a PURCHASE ORDER with AIRBUS DS's Customer Care Team, as applicable. If the END-USER fails to send the Purchase Order in time, the ACQUISITION will not be acquired. In such circumstances, the END-USER shall submit a new request.

Notwithstanding any purported clause to the contrary, issuance of a PURCHASE ORDER as described above shall be deemed to be the irrevocable acceptance by the END-USER of the Conditions.

Any PURCHASE ORDER shall contain the following minimum information: the Aol and the END-USER production parameters.

If there is an order for an ACQUISITION, the PURCHASE ORDER shall contain in addition: the END-USER programming parameters, the selected ONE TASKING SERVICE by the END-USER, the SERVICE LEVEL associated with the selected ONE TASKING SERVICE and the subscription, if it has been selected by the END-USER.

The PURCHASE ORDER is based either on the estimated PRODUCT availability information and the quotation on the WEBSITE described in the END-USER's ordering basket, or if the PURCHASE ORDER was sent to AIRBUS DS's Customer Care Team based on a final quotation received from AIRBUS DS' Customer Care Team.

The sending of the AoO shall constitute the final BINDING PURCHASE ORDER and shall irrevocably bind the END-USER to purchase the PRODUCT obtained in accordance with the provisions of the AoO.

No modification or cancellation of the PURCHASE ORDER by the END USER shall be possible after the issuance of the AoO, unless otherwise stipulated in Condition 3.3.

### **3.2. Procedure for Ordering of a PRODUCT Requiring Additional Satellite Tasking (ACQUISITIONS)**

AIRBUS DS is not obliged to accept a PURCHASE ORDER if it considers that the ACQUISITION is not reasonably practicable or permitted under the ACQUISITION conditions requested by the END-USER.

In such circumstances, AIRBUS DS may in its absolute discretion submit a TASKING PROPOSAL to the END-USER.

If interacting directly with AIRBUS DS Customer Care, the END-USER shall confirm in writing its acceptance or rejection of such a TASKING PROPOSAL by the latest date specified in the TASKING PROPOSAL.

Alternatively, if the END-USER uses the WEBSITE, the END-USER shall confirm its acceptance online by clicking on the "Order" button. If the END-USER fails to send its acceptance by the date specified in the TASKING PROPOSAL, a new TASKING PROPOSAL may be sent by AIRBUS DS in its absolute discretion, with new programming parameters.

Upon the END-USER's acceptance of the TASKING PROPOSAL by the sending of a new PURCHASE ORDER, the ordering process as described in Condition 3.1 shall apply.

### **3.3. Modification of BPO**

Modification or cancellation of a BPO after the issuance of the AoO shall follow the procedures and cancellation fees as set out in the Airbus DS Price List.

If the END-USER requests modification or removal of terms contained in the BPO, the conditions and fees for modification or removal of terms shall be in accordance with the conditions set out in the AoO. These vary depending on the SERVICE LEVEL and PRODUCT.

## **4. Delivery**

### **4.1. General:**

The delivery conditions depend on the tasking mode ordered by the END-USER in the PURCHASE ORDER and are indicative only. AIRBUS DS shall use its commercially reasonable efforts to task the ACQUISITION and deliver the PRODUCT to the END-USER according to the delivery conditions and time confirmed by AIRBUS DS in the AoO.

In the event of force majeure or other circumstances beyond Airbus DS's control, an indicative delivery time shall be extended by the period of delay, plus a reasonable lead-time.

References to delivery time mean delivery ex works for ftp delivery. Delivery will be made on-line, through ftp unless agreed otherwise by AIRBUS DS. Delivery time shall commence on receipt of all documentation, permits, clearances, specifications and other necessary support to be provided by the END-USER.

Once the PRODUCT is ready for delivery, AIRBUS DS shall send an electronic message to the END-USER to confirm the availability of the PRODUCT and the deadline for the download of the ordered PRODUCT. If the END-USER does not download the PRODUCT within this period of time, the PRODUCT shall be deemed delivered.

AIRBUS DS may, at the END-USER's request, place the available PRODUCT that has not been downloaded by the deadline back on the delivery server against an additional payment of two hundred (200) USD for management costs.

If the END-USER is unable to download the PRODUCT due to no fault of Airbus DS or if the END-USER so requests, AIRBUS DS will send to the END-USER, at the END-USER's cost, the said PRODUCT on CD or DVD or hard drive, as the case may be.

It is the responsibility of the END-USER to check, immediately after downloading the PRODUCT, that the content downloaded corresponds to the PRODUCT 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 downloading : <https://www.intelligence-airbusds.com/> or for DMC Constellation PRODUCTS to [DMCSales\\_UKIntelligence@airbus.com](mailto:DMCSales_UKIntelligence@airbus.com)

## **4.2 PRODUCT not Requiring Additional Satellite Tasking**

For a PRODUCT not requiring additional satellite tasking delivery terms shall be as follows, if not confirmed otherwise in the AoO from the sending of the AoO:

For SPOT, Pleiades:

- "Standard delivery" is twenty-four (24) hours by AIRBUS DS to the END-USER;
- "Rush delivery" is twelve (12) hours by AIRBUS DS to the END-USER. Owing to the short delivery times required, AIRBUS DS reserves the right not to perform any quality control and refined attitude data may not be integrated. For Rush delivery the END-USER agrees that AIRBUS DS shall not have any liability for PRODUCT quality.

For TerraSAR-X:

- "Standard delivery" is less than seven (7) hours during working days and working hours i.e. from Monday to Friday excluding public holidays, from 9:00 a.m. to 17:00 p.m (CET) from the sending of the AoO by AIRBUS DS to the END-USER;

For DMC Constellation Products:

- "Standard delivery" is two (2) (UK) working days by AIRBUS DS to the END-USER;
- "Rush delivery" is one (1) (UK) working day by AIRBUS DS to the END-USER. Owing to the short delivery times required, AIRBUS DS reserves the right not to perform any quality control and refined attitude data may not be integrated. For Rush delivery the END-USER agrees that AIRBUS DS shall not have any liability for PRODUCT quality.

## **4.3 Delivery of a PRODUCT Requiring Future Satellite Tasking (ACQUISITIONS)**

Once an ACQUISITION has been obtained and processed, the delivery terms shall be as follows, if not confirmed otherwise in the AoO:

## For SPOT, Pléiades:

- "Standard delivery" is twenty- four (24) hours during working days and working hours i.e. from Monday to Friday excluding public holidays, from 8:00 a.m. to 5:00 p.m. (EST).
- "Rush delivery" is twelve (12) hours, 24/7/365. Owing to the short delivery times required, AIRBUS DS reserves the right not to perform any quality control and refined attitude data may not be integrated. For Rush delivery the END-USER agrees that, AIRBUS DS shall not have any liability for PRODUCT quality.

## For TerraSAR-X:

- "Rapid Orbit" Delivery is twenty- four (24) hours
- "Near Real Time Delivery" (Predicted Orbit) is less than seven (7) hours
- "Science Delivery" is five (5) to seven working (7) days.

## For DMC Constellation Products:

- "Standard delivery" is two (2) (UK) working days from download of imagery from satellite.
- "Rush delivery" is one (1) (UK) working day from download of imagery from satellite. Owing to the short delivery times required, AIRBUS DS reserves the right not to perform any quality control and refined attitude data may not be integrated. For Rush delivery the END-USER agrees that AIRBUS DS shall not have any liability for PRODUCT quality.

Once an ACQUISITION has been obtained and processed, an electronic message shall be sent automatically to the END-USER to confirm the availability of the PRODUCT and the deadline for the download of the ordered PRODUCT.

### **4.4. Delay or failure to deliver**

Except in the case of a Force Majeure event as set out in Condition 12, and when no compensation is payable, should AIRBUS DS be unable to deliver a PRODUCT or to perform an ACQUISITION, the END-USER shall be entitled only to such commercial compensation depending on the selected ONE TASKING option as set out in the AoO. Such compensation shall be the END-USER's sole remedy for any breach of these Conditions.

Delay in a delivery does not authorize the END-USER to refuse the total or partial delivery of the PRODUCT or refuse to pay the agreed prices for the PRODUCT or claim for any indemnity, penalty or damages whatsoever subject to any compensation detailed on the WEBSITE. Time shall not be of the essence for the purpose of these Conditions.

## **5. Prices**

### **5.1. Prices applicable to any PRODUCT are those defined in the AoO.**

Such prices are:

- "Ex-Works" (I.C.C. Incoterms 2010), exclusive of taxes for FTP delivery;
- "FCA" (I.C.C. Incoterms 2010), for delivery on a physical media.

Risk in a PRODUCT shall be transferred to the END-USER from the placing of the PRODUCT on the delivery server (as confirmed automatically by the electronic message referred in the Condition 4.3) or, in the case of a supply on physical medium, the risk related to the medium shall be transferred as from the placing of the PRODUCT at the disposal of the first carrier.

**5.2.** Should the END-USER have mandated AIRBUS DS to negotiate and to sign in its name the PRODUCT transport contract, the END-USER shall be solely liable for the transportation risk.

**5.3.** All prices are exclusive of any Taxes or duties that may be levied in connection with the performance of the contract, and that shall be paid by the END-USER. All payments due to AIRBUS DS shall be made in full, without set-off, counterclaim, deduction or withholding of any kind of Taxes without the written approval of the supplier.

## **6. Payments**

All AIRBUS DS invoices are payable without any discount or reduction. Payment terms shall be defined in the AoO of the PURCHASE ORDER. Unless otherwise stated, the payment must be made by credit card immediately or by bank transfer at the latest thirty (30) days after the PRODUCT is made available.

The monies shall be credited to the AIRBUS DS account appearing on the PURCHASE ORDER confirmation. If any amount due to AIRBUS DS remains unpaid after the date on which it is payable (the "Due Date"), AIRBUS DS shall be entitled to charge interest on such sum from the Due Date until the actual date of payment of such sum at the legal business rate of prime interest rate as published by the Wall Street Journal on the date of the original invoice plus 3% (three percent) in force at time when the payment should have been made. These monies are due the day after the payment date set out in the invoice, without any requirement for notice. In addition to the interest rate, the END-USER shall pay to AIRBUS DS a compensation recovery fee of forty (40) USD.

Without prejudice to any other right or remedy, AIRBUS DS reserves the right to apply one or more of the following provisions if any sums remain unpaid in whole or in part after the Due Date:

- to suspend the current BPO until full payment of the due amounts and to terminate the provision of the services forthwith;
- to refuse all future PURCHASE ORDERS;
- to claim and obtain the refund of all the costs incurred as the result of the contentious recovery of the sums due, including the recovery fees;
- to take any legal action in order to defend the interests of 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.

## **7. Warranty - Liability**

**7.1** The END-USER is responsible for identifying its requirements and ensuring the suitability of a PRODUCT to its satisfaction. AIRBUS DS shall provide no advice or recommendation whatsoever in this respect and shall under no circumstances be held liable for the suitability or otherwise of the PRODUCT. For any transactions performed through the WEBSITE, AIRBUS DS shall not be liable for any dysfunction in the END-USER'S Internet connection, loss of any PRODUCT downloaded by the END-USER, dysfunction of the END-USER's equipment, failure of the END-USER to download the PRODUCT within the prescribed period, or for the incorrect selection by the END-USER of its Aol.

**7.2.** 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 and/or quantity 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. No return of any PRODUCT shall be accepted without the prior written consent of AIRBUS DS and its licensor.

**7.3.** In no event shall AIRBUS DS and/or its licensor 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 END-USER or to any third party.

7.4 The conditions which are specific to a PRODUCT shall be set out in the applicable EULA.

## **8. END-USER's Use of the Website**

**8.1.** The END-USER's use of the WEBSITE shall be in accordance with the legal information related to the WEBSITE contained on at the following web address: <https://www.intelligence-airbusds.com/geostore/>. By using the WEBSITE, the END-USER declares that it has read and accepted this legal information, in particular the END-USER represents and warrants that:

- it has the legal capacity to enter into a contract for any PURCHASE ORDER placed on the WEBSITE;
- no false information shall be entered on its personal account on the WEBSITE and during its use of the WEBSITE.

**8.2.** For any PURCHASE ORDER placed through the WEBSITE, the END-USER shall create a personal account on the WEBSITE. The END-USER is responsible for ensuring that all information entered when creating its account is correct.

The END-USER undertakes to furnish all necessary local permits (such as import certificates) and clearances in good time, as relevant.

## **9. Collection and Processing of Personal Information**

All personal data of the END-USER 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/policy/>

## **10. Non-Exclusivity**

No END-USER is granted an exclusive right to use any PRODUCT.

## **11. Confidentiality**

The END-USER commits, for a period of five (5) years from the date of issuance of AIRBUS DS's PURCHASE ORDER confirmation or proposal, 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 END-USER 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 END-USER such termination to take effect on the date specified in the notice, without any liability on the part of AIRBUS DS.

## **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 PURCHASE ORDER and would prevent its total or partial execution.

**13. Termination Clause**

If the whole or part of the price is not paid on the due date, or should there be a material breach of the Conditions, the supply of any ordered PRODUCT shall be terminated by service of notice by AIRBUS DS upon the END-USER such termination to take effect on the date specified in the notice .

In addition, AIRBUS DS shall have the right in its absolute discretion to terminate all PURCHASE ORDERS. Advance payments paid of the price for sales not provided shall be retained by AIRBUS DS without prejudice to any other dues, costs, interests or damages that the END-USER may be ordered to pay.

**14. Jurisdiction and Applicable Law**

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

**15. Applicable EULA**

15.1 The description of the rights to use granted to the END-USER are defined in the applicable EULA, available at the following address: <http://www.intelligence-airbusds.com/licence-and-supply-conditions/>.

Any PURCHASE ORDER that is accepted by AIRBUS DS shall be deemed to be the irrevocable acceptance of the applicable EULA by the END-USER.

If there is any conflict or inconsistency between the terms of these Conditions and the applicable EULA, the terms of the EULA shall prevail.

15.2 AIRBUS DS or its licensor(s) shall remain the owner of any PRODUCT at all times.

**16. Final Regulation**

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.

**17. 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 END-USER is advised that the PRODUCT may be subject to government export regulations. Accordingly, the END-USER 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 END-USER 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 END-USER of this Condition 17.