

INSTITUTIONAL LICENCE

NON-EXCLUSIVE LICENCE TO USE PLEIADES SATELLITE PRODUCTS APPLICABLE TO AUTHORISED INSTITUTIONAL USER

Within the framework of a public service delegation contract related to Pleiades Satellites between CNES and AIRBUS DS, AIRBUS DS has committed itself to distribute Pleiades products and services for the benefit of certain AUTHORISED INSTITUTIONAL USERS using the products for non-commercial services in the frame of their institutional mission.

The AUTHORISED INSTITUTIONAL USER accepts and agrees to be bound by the terms of this AUTHORISED INSTITUTIONAL USER Licence Agreement (hereinafter the "INSTITUTIONAL EULA") by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of the STANDARD PRODUCT and/or ordering the STANDARD PRODUCT; (b) breaking the seal on the package containing the STANDARD PRODUCT; (c) installing and/or manipulating the STANDARD PRODUCT on any computer; (e) damaging or destroying the STANDARD PRODUCT; (f) retaining the PRODUCT for more than fifteen days following receipt thereof.

The INSTITUTIONAL EULA is entered into by and between the AUTHORISED INSTITUTIONAL USER and Spot Image S.A for the use of the PROTECTED PRODUCT by AUTHORISED INSTITUTIONAL USER limited to its institutional needs and for non-commercial services.

ARTICLE 1 - DEFINITIONS

"AIRBUS DS": means Airbus DS Geo SA.

"AUTHORISED INSTITUTIONAL USER": means a Public Entity, within the list provided by CNES, using Pleiades system for NON-COMMERCIAL SERVICES to fulfil its public service task, to which the PROTECTED PRODUCT is supplied and which accept without reserve the present INSTITUTIONAL EULA.

"DERIVATIVE PRODUCT": means any product developed from the processing of any PROTECTED PRODUCT, through the modification of the original form of the PROTECTED PRODUCT, which does not contain any imagery data from the PRODUCT and/or is irreversible and uncoupled from the original PROTECTED PRODUCT.

"INSTITUTIONAL NEEDS": means the AUTHORISED INSTITUTIONAL USER's needs for the accomplishment of its institutional mission for NON-COMMERCIAL SERVICES.

"NON-COMMERCIAL SERVICES": means services that cannot lead to a commercial activity.

"PROTECTED PRODUCT": means any STANDARD PRODUCT and/or any product developed from the processing of any STANDARD PRODUCT, through a modification of the original form of the PROTECTED PRODUCT, from which the original product may be reproduced through reverse engineering.

"STANDARD PRODUCT": means the Pleiades satellite product(s) generated by the Pleiades system and supplied by AIRBUS DS.

ARTICLE 2 - LICENCE

2.1 Permitted Uses

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

- (a) to install the PROTECTED PRODUCT on as many individual computers as needed in its premises, including internal computer network (with the express exclusion of the internet, except as provided under paragraph (g) below) for the Permitted Uses specified in this Article 2.1 b) to j) below;
- (b) to make maximum ten (10) copies of the PROTECTED PRODUCT, except for the needs of paragraph f) below, for installation, archiving and back-up purpose;
- (c) to use the PROTECTED PRODUCT for its INSTITUTIONAL NEEDS, with the exclusion of any other use;
- (d) to alter or modify the PROTECTED PRODUCT to produce other PROTECTED PRODUCTS for its INSTITUTIONAL NEEDS;
- (e) to modify the PROTECTED PRODUCT to produce, use and freely distribute DERIVATIVE PRODUCTS. Notwithstanding anything to the contrary, by express exception, any Digital Elevation Model or Digital Terrain Model ("DEM/DTM") shall not be distributed, made available and/or transferred by any means whatsoever, directly or

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

- indirectly, to any entity other than (1) any AUTHORISED INSTITUTIONAL USER of the same nationality of the AUTHORISED INSTITUTIONAL USER having produced the DEM/DTM or (2) any legal entity having its registered office within the territory of the AUTHORISED INSTITUTIONAL USER having produced the DEM/DTM. Any entity to which the DEM/DTM is transferred shall commit in writing to comply with this provision;
- (f) To share and distribute the PROTECTED PRODUCT to any other AUTHORISED INSTITUTIONAL USERS for their INSTITUTIONAL NEEDS within the frame work of NON-COMMERCIAL SERVICE, subject to prior signature of the INSTITUTIONAL EULA with AIRBUS DS;
 - (g) to post on an internet site extracts of the content of the PROTECTED PRODUCT, in an internet-compatible image format, with the credit mentioned in 3.3 conspicuously displayed.
The posting shall not permit the downloading of such extract and all of these extracts will not cover more than two disjoint zones of 5000 x 5000 pixels;
Prior to any posting, the AUTHORISED INSTITUTIONAL USER shall inform AIRBUS DS (contact@astrium-geo.com), specifying the URL address used by AUTHORISED INSTITUTIONAL USER;
 - (h) to print extracts (maximum 1024x1024 pixels) of a PROTECTED PRODUCT; such print shall include the credit as stand for in 3.3 conspicuously displayed.
 - (i) to make available the PROTECTED PRODUCT to contractors and consultants, only for use on behalf of the AUTHORISED INSTITUTIONAL 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 AUTHORISED INSTITUTIONAL USER, and (II) to return the PROTECTED PRODUCT to the AUTHORISED INSTITUTIONAL USER, and to keep no copy thereof, upon completion of the contracting or consulting engagement;

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

2.2 Prohibited Uses

Except as expressly provided in Article 2.1.f), the AUTHORISED INSTITUTIONAL USER shall not sell, distribute, lease, transfer and/or display online, free of charge or in return of payment, any STANDARD PRODUCT and/or PROTECTED PRODUCT.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Pleiades satellite data contained in the PROTECTED PRODUCTS and STANDARD PRODUCTS are the property of Centre National d'Etudes Spatiales (CNES), France.
- 3.2 The PROTECTED PRODUCT and the satellites imagery data contained therein are protected by copyright (article L111-1 and following of the French Code of Intellectual Property), in addition, by articles L 341-1 to 343-4 of the same Code, related to database copyright, as well as by any applicable international and/or foreign laws.
- 3.3 The origin of the PROTECTED PRODUCT shall be conspicuously displayed in all publication using the Pleiades data and/or all media/documents reproducing results obtained from the Pleiades data. In that respect, the following credit shall be written in full: "© CNES (year of acquisition), Distribution AIRBUS DS". In addition, any PROTECTED PRODUCT shall be associated with the following credit "© CNES (year of acquisition), Distribution Airbus DS AIRBUS DS".
The AUTHORISED INSTITUTIONAL USER, proprietary of DERIVATIVE PRODUCTS shall endeavour to mention that such DERIVATIVE PRODUCTS have been produced from Pleiades data.

ARTICLE 4 – WARRANTY - LIABILITY

- 4.1 AIRBUS DS warrants that it has sufficient ownership rights in the PROTECTED PRODUCT to make the PROTECTED PRODUCT available to the AUTHORISED INSTITUTIONAL USER under the terms thereof and agrees to indemnified and hold the AUTHORIZED INSTITUTIONAL END-USER harmless against any claim from any third party for infringement of any proprietary right.
- 4.2 The PROTECTED PRODUCT is complex; AIRBUS DS does not warrant that the PROTECTED PRODUCT is free of bugs, errors, defects or omissions, and that operation of the PROTECTED PRODUCT will be error free or uninterrupted nor that all non-conformities will or can be corrected. It does not warrant that the PROTECTED PRODUCT shall meet the AUTHORISED INSTITUTIONAL USER's requirements or expectations, or shall be fit for the AUTHORISED INSTITUTIONAL USER's intended purposes. There are no express or implied warranties of fitness or merchantability given in connection with the sale or use of this PROTECTED PRODUCT. AIRBUS DS disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.
When the media containing the PROTECTED PRODUCT delivered directly by AIRBUS DS shall be deficient, as demonstrated by the AUTHORISED INSTITUTIONAL USER and accepted by AIRBUS DS, AIRBUS DS shall replace the defective media. Any such claim for replacement shall be notified to AIRBUS DS within seven (7) calendar days after delivery of the PROTECTED PRODUCT by AIRBUS DS. After this period, the PROTECTED PRODUCT shall be considered as being unconditionally and irrevocably accepted by the AUTHORISED INSTITUTIONAL USER.

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4.3 In no event shall AIRBUS DS, nor anybody having contributed to development and/or production and/or delivery of the PROTECTED PRODUCT, be liable for any claim, damage or loss incurred by the AUTHORISED INSTITUTIONAL USER, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the PROTECTED 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 developing and/or production and/or delivery of the PROTECTED PRODUCT shall not in any case exceed the price paid by the AUTHORISED INSTITUTIONAL USER to AIRBUS DS to order the PROTECTED PRODUCT.

ARTICLE 5 – MISCELLANEOUS

5.1 This INSTITUTIONAL EULA shall remain in force for the duration of copyright protection of Pleiades PROTECTED PRODUCTS. AIRBUS DS may, in addition to all other remedies to which it may be entitled under this INSTITUTIONAL EULA or at law, terminate immediately this INSTITUTIONAL EULA by 15 days prior notice in writing if the AUTHORISED INSTITUTIONAL USER breaches any provision of this EULA. The AUTHORISED INSTITUTIONAL USER shall have no claim to any kind of refund in this case. Upon termination, the AUTHORISED INSTITUTIONAL USER shall return to AIRBUS DS the PROTECTED PRODUCTS and destroy any value added product resulting therefrom.

5.2 The AUTHORISED INSTITUTIONAL USER shall not transfer part or all of this INSTITUTIONAL EULA unless it has obtained CNES and AIRBUS DS' prior written consent.

5.3 This INSTITUTIONAL EULA is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.

Date:

For the AUTHORISED INSTITUTIONAL USER.