

USER LICENCE FOR PLÉIADES PRODUCTS GRANTED AT A PREFERENTIAL RATE TO AUTHORISED INSTITUTIONAL USERS

Please read the term and conditions of this User Licence carefully before ordering PROTECTED PRODUCTS.

INTRODUCTION

Within the framework of the Public Service Delegation relating to the operation of Pléiades satellites signed between CNES and AIRBUS DS, AIRBUS DS agreed to provide a public service of supplying Pléiades products and services to authorised institutional users to meet their responsibilities as part of their institutional mission for non-market services.

For any of the actions below, the AUTHORISED INSTITUTIONAL USER shall indicate its acceptance of the terms of this AUTHORISED INSTITUTIONAL USER Licence Agreement (“the Licence”):

- ordering PROTECTED PRODUCTS by any means;
- unpacking the PROTECTED PRODUCT on a physical medium;
- installing or handling the PROTECTED PRODUCT on any hardware;
- damage or destruction of the PROTECTED PRODUCT;
- keeping the PROTECTED PRODUCT for two weeks after receipt.

This User Licence is established between AIRBUS DS and the AUTHORISED INSTITUTIONAL USER for use of the PROTECTED PRODUCTS limited to its SPECIFIC NEEDS and for NON-MARKET SERVICES.

It is expressly stipulated that the terms and conditions of AIRBUS DS' standard Pléiades licence relating to Pléiades images, the “Non-Exclusive User Licence for Pléiades Satellite Products between AIRBUS DS and the End User” (as featured on the AIRBUS DS website) are not, under any circumstances, applicable to PROTECTED PRODUCTS granted at preferential rates by AIRBUS DS to CNES AUTHORISED INSTITUTIONAL USERS.

1 – DEFINITIONS

AUTHORISED INSTITUTIONAL USER: means the entity, the list of which is prepared by CNES, to which the **PROTECTED PRODUCT** is supplied and which accepts this Licence.

STANDARD PRODUCT: means the basic product generated by the Pléiades system and supplied by AIRBUS DS.

PROTECTED PRODUCT: means any STANDARD PRODUCT or product generated therefrom, processed by means of any method introducing a modification of the form of the initial product, the initial product nonetheless remaining restorable by reverse engineering of the product itself.

BY-PRODUCT: means any product generated as part of the processing of any PROTECTED PRODUCT by means of any method introducing a modification of the form of the initial product, this latter product not being restorable by any reverse engineering of the product itself, and which does not contain any image data from the PROTECTED PRODUCT.

SPECIFIC NEEDS: means the needs of the AUTHORISED INSTITUTIONAL USER to perform its institutional mission for NON-MARKET SERVICES.

NON-MARKET SERVICES: means any use of a PROTECTED PRODUCT and/or a BY-PRODUCT within the framework of:

- Public interest programmes, such as the environment, education or the development of innovative services;
- Research and development:
 - o fundamental and applied research;
 - o start-up and demonstration phase to develop products and/or services based on satellite Earth observation data particularly by small and medium-sized businesses and/or within the framework of business incubators.

NON-MARKET SERVICES do not include the marketing of any PROTECTED PRODUCT and/or BY-PRODUCT.

2 – LICENCE

2.1 Authorised uses

Spot Image hereby grants the AUTHORISED INSTITUTIONAL USER a non-exclusive and non-transferable licence to:

- a) install the PROTECTED PRODUCT on as many personal computers as necessary in its premises, including on an internal computer network (to the express exclusion of the Internet, except in the manner provided for in paragraph (h) below) for the Authorised Uses as defined in paragraphs (b) to (i) below;
- b) make a maximum of 10 copies of the PROTECTED PRODUCT, subject to the requirements specific to the provisions of paragraph (f) below, for the purposes of installation, archiving or back-up in the event of an incident;
- c) use the PROTECTED PRODUCT for its SPECIFIC NEEDS, to the exclusion of all other use;
- d) modify the PROTECTED PRODUCT in order to produce other PROTECTED PRODUCTS for its SPECIFIC NEEDS;
- e) modify the PROTECTED PRODUCT in order to produce, use and freely distribute BY-PRODUCTS. Notwithstanding the foregoing, any distribution, supply and/or transfer of any digital elevation model or digital terrain model produced from Pléiades images (hereinafter “DEM/DTM”) is strictly limited to
 - 1) AUTHORISED INSTITUTIONAL USERS having their registered office in the European Union and
 - 2) research centres, laboratories and institutional organisations that have signed a specific agreement with CNES. CNES shall ensure compliance with export regulations. Any entity to which this DEM/DTM is transferred shall undertake in writing to comply with this provision.
- f) exchange or distribute the PROTECTED PRODUCT within the framework of NON-MARKET SERVICES to any other AUTHORISED INSTITUTIONAL USER for its SPECIFIC NEEDS on the express condition that this other AUTHORISED INSTITUTIONAL USER has previously signed a User Licence identical hereto with AIRBUS DS;

- g) display on a website any extracts from the content of the PROTECTED PRODUCT, in a web-compatible image format with a legible inclusion of the following credit: “Pléiades © CNES ____ (year of the image), Distribution AIRBUS DS, all rights reserved. Commercial use prohibited.” written in full. The display of this extract shall not, under any circumstances, give rise to downloading and any such extracts shall not cover more than 2 separate zones of 5000x5000 pixels; prior to any online publication, the AUTHORISED INSTITUTIONAL USER shall inform AIRBUS DS thereof, specifying the URL address it has used, by writing to: contact@astrium-geo.com ;
- h) print extracts of 1024 x 1024 pixels maximum, of the PROTECTED PRODUCT; on the printed extract, the following credit shall be legibly mentioned: “Pléiades © CNES ____ (year of the image), Distribution AIRBUS DS, all rights reserved. Commercial use prohibited.” written in full;
- i) provide contracting parties and/or consultants of the AUTHORISED INSTITUTIONAL USER with the PROTECTED PRODUCT, which the latter shall use exclusively on behalf of the AUTHORISED INSTITUTIONAL USER within the framework of its SPECIFIC NEEDS, and provided said contracting parties and/or consultants have agreed in advance and in writing (I) to be bound by the same restrictions on use as the AUTHORISED INSTITUTIONAL USER, and (II) to refrain from providing the PROTECTED PRODUCT obtained from the AUTHORISED INSTITUTIONAL USER to any third party.

Any right not expressly granted by AIRBUS DS under this clause 2.1 is reserved by AIRBUS DS.

2.2 – Prohibited uses

Except for the case defined in clause 2.1 f) the AUTHORISED INSTITUTIONAL USER undertakes not to distribute, sell, hire out or otherwise assign or publish online, whether free of charge or for due consideration, any STANDARD PRODUCTS or PROTECTED PRODUCTS.

3 – INTELLECTUAL PROPERTY

- 3.1 CNES holds the intellectual property rights in and to the STANDARD PRODUCTS and more generally to the data generated by the Pléiades system contained in the protected products.
- 3.2 The PROTECTED PRODUCT and the satellite image data it contains are protected by copyright (Articles L111-1 *et seq.* of the French Code of Intellectual Property), by the provisions of Articles L 341-1 to 343-4 of the same Code relative to databases, and by applicable international conventions and laws.
- 3.4 The origin of the PROTECTED PRODUCTS shall be mentioned in any publication making use of such data, or on any material reproducing the results obtained from such data. In this respect, the following credit “Pléiades © CNES ____ (year of the image), Distribution AIRBUS DS, all rights reserved. Commercial use prohibited.” shall be reproduced in full.

In addition, any PROTECTED PRODUCT shall comprise or be accompanied by the following credit: “Pléiades © CNES ____ (year of the image), Distribution AIRBUS DS, all rights reserved. Commercial use prohibited.”

The AUTHORISED INSTITUTIONAL USER, creating the By-Product, shall hold the intellectual property rights in and to that product: it shall endeavour to indicate that the products have been produced using Pléiades data.

4 – WARRANTY – LIABILITY

4.1 AIRBUS DS warrants that it holds sufficient rights in and to the PROTECTED PRODUCT to provide them to the AUTHORISED INSTITUTIONAL USER in accordance with the terms of this Licence and therefore indemnifies and holds it harmless from and against any third-party claims relative to the exercise of their intellectual property rights.

4.2 The PROTECTED PRODUCT is complex; Spot Image does not warrant that the PROTECTED PRODUCT is free from bugs, errors, defects or omissions or that use of the PROTECTED PRODUCT will not include any error or ever be interrupted or that all non-conformities will be corrected or be capable of correction. Neither does it warrant that the PROTECTED PRODUCT will meet all the requirements or expectations of the AUTHORISED INSTITUTIONAL USER or that it will be suitable for the expected goals of the AUTHORISED INSTITUTIONAL USER. No express or implied warranty of fitness for a specific use or marketability is included in the sale or use of the PROTECTED PRODUCT. AIRBUS DS declines all warranties other than those expressly defined in clauses 4.1 and 4.2.

In the event that the medium on which AIRBUS DS delivers the PROTECTED PRODUCT to the AUTHORISED INSTITUTIONAL USER is defective, and where such defect is demonstrated by the AUTHORISED INSTITUTIONAL USER and accepted by AIRBUS DS, AIRBUS DS shall replace the said medium. Any request for replacement shall be notified to AIRBUS DS within seven (7) days of the delivery of the PROTECTED PRODUCT to the AUTHORISED INSTITUTIONAL USER.

4.3 Neither AIRBUS DS nor any person who contributed to the development and/or to the production, and/or to the supply of the PROTECTED PRODUCT shall be held liable for any consequential and/or intangible loss (such as loss of production, income, revenue, profit, production increase, etc.) arising as a result of this agreement. Neither Spot Image nor any person who contributed to the development and/or to the production, and/or to the supply of the PROTECTED PRODUCT shall be liable for damage caused by the use of the information and data contained in the PROTECTED PRODUCT.

The total, cumulative liability of AIRBUS DS and of any person who contributed to the development and/or to the production, and/or to the supply of the PROTECTED PRODUCT shall not, under any circumstances, exceed the amount paid by the AUTHORISED INSTITUTIONAL USER to acquire the PROTECTED PRODUCT.

5 – MISCELLANEOUS

5.1 The term of the AUTHORISED INSTITUTIONAL USER'S licence agreement is limited to the period of validity of the copyrights. In addition to all other measures that it is authorised to take under the Licence or pursuant to the law, AIRBUS DS may terminate this Licence 15 business days after sending the AUTHORISED INSTITUTIONAL USER a formal demand in writing (or by email) which has remained unanswered, if the latter breaches any of the clauses of this Licence. In this case, the AUTHORISED INSTITUTIONAL USER may not claim any reimbursement or compensation. Upon the termination, the AUTHORISED INSTITUTIONAL USER shall return the PROTECTED PRODUCTS and any copies thereof to AIRBUS DS.

5.2 The AUTHORISED INSTITUTIONAL USER shall not assign this Licence, in whole or in part, unless it has obtained the prior, written agreement of CNES and AIRBUS DS.

5.3 This Licence agreement of the AUTHORISED INSTITUTIONAL USER is governed by and shall be construed in accordance with the laws of France. Any disputes shall be brought before the competent courts in Toulouse, France, having sole jurisdiction.

Signed in _____, on _____

For the AUTHORISED INSTITUTIONAL USER:

Name:

Title:

Stamp:

Airbus DS Geo SA

Société anonyme (325 089 589 R.C.S. Toulouse) with capital of €18,022,949

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