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By downloading and/or manipulating and/or using the PRODUCT, the END-USER signifies that he unconditionally accepts all the terms and conditions of the present Academic 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**

**"ACADEMIC USE"**: means the use of the PRODUCT on behalf of the END-USER within the facilities of the END-USER for academic teaching (student instruction and demonstration) and/or academic research. ACADEMIC USE excludes any competitive analysis (such as benchmarking) and any commercial and/or consulting activities.

**"AFFILIATED END-USER"**: means any individual who is affiliated to the END-USER as a registered student or as a faculty and staff member.

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

**"DERIVATIVE WORKS"**: means any derivative product or information developed by the END-USER from the PRODUCT for ACADEMIC USE, which does not contain any imagery data from the PRODUCT and is irreversible and uncoupled from the source imagery data of the PRODUCT. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model (in any form whatsoever, i.e. database for instance) derived from a PRODUCT shall never be considered as DERIVATIVE WORKS.

**"END-USER"**: means the academic organisation duly accredited which is supplied with the PRODUCT and accepts this LICENCE, including its possible offices and campuses within the same country.

**"EXTRACT"**: means an extract of a PRODUCT or VAP which may consist of:

- an extract of 1024 x 1024 pixels maximum; or
- if supplied with the PRODUCT (preview file) by AIRBUS DS, the sub-sample (ratio 32 toward original PAN (8 toward original XS) ) of the original image of the PRODUCT.

**"PRODUCT"**: means any satellite imagery and/or radar product provided to the END-USER for ACADEMIC USE.

**"VAP"**: means any product developed by the END-USER for ACADEMIC USE, which contains imagery data from the PRODUCT, and resulting in a significant modification of the PRODUCT, through technical manipulations and/or addition of other data. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model derived from a PRODUCT shall always be considered as a VAP.

**ARTICLE 2 - LICENCE****2.1 Permitted Uses**

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

- (a) to make an unlimited number of copies of the PRODUCT for the Permitted Uses specified in this Article 2.1;
- (b) to install the 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;
- (c) to use the PRODUCT within the framework of ACADEMIC USE only;
- (d) to alter or modify the PRODUCT to produce VAP and/or DERIVATIVE WORKS within the framework of ACADEMIC USE only;
- (e) to use any VAP and/or DERIVATIVE WORKS within the framework of ACADEMIC USE only; and
- (f) to authorise the use of the PRODUCT, VAP and/or DERIVATIVE WORKS by AFFILIATED END-USERS within the framework of ACADEMIC USE only, provided that the END-USER shall sign with each AFFILIATED END-USER an agreement under which:
  - the AFFILIATED END-USER shall be granted the right to use the PRODUCT, VAP and/or DERIVATIVE WORKS for ACADEMIC USE; and
  - the AFFILIATED END-USER shall commit to comply with the provisions and restrictions provided hereof;

**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

The END-USER shall guarantee that the AFFILIATED END-USER complies with this LICENCE, and shall indemnify and hold AIRBUS DS harmless in connection thereto.

- (g) To post one EXTRACT on an Internet site in an Internet-compatible image format (without associated metadata) or to make available printed copies of one EXTRACT, with the credit of the corresponding PRODUCT conspicuously displayed and written in full. The EXTRACT shall be used solely for END-USER's promotion purposes, training material or publication of the results of the academic research and shall not be used to distribute, sell, assign, dispose of, lease, sublicense or reproduce such EXTRACT. The END-USER may in no event allow downloading of the PRODUCT or allow a third party to access to the PRODUCT or VAP as a stand alone file. Prior to any posting, the END-USER shall inform AIRBUS DS, specifying the URL address used by END-USER: [contact@astrium-geo.com](mailto:contact@astrium-geo.com).

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 AFFILIATED END-USER does not:

- use the PRODUCT, VAP and/or DERIVATIVE WORKS for any use other than ACADEMIC USE;
- alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT;
- reproduce, transmit, disseminate, or make available in any way the PRODUCT and/or any product created from the PRODUCT, in whole or in part, to any third party other than AFFILIATED END-USERS, by any means, free of charge or in return for payment;
- transfer the PRODUCT outside of the territory of establishment of the END-USER; or
- do anything not expressly permitted under Article 2.1.

## 2.3 Results of the research work

The END-USER shall inform AIRBUS DS of the results of the research work it has performed.

## ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

3.1 The data contained in the PRODUCT are the property of:

- Centre National d'Études Spatiales (CNES) for SPOT 1 to 5 and PLEIADES satellites imagery data, SPOTMaps and SPOT DEM data;
- AIRBUS DS for SPOT 6 and 7 satellites imagery data ;
- National Space Organization (NSPO) for FORMOSAT-2 satellite imagery data;
- DEIMOS Imaging for DEIMOS-1 satellite imagery data, DEIMOS Maps and Country Coverages data;
- Federal Republic of Germany for TerraSAR-X satellite data which are distributed by Infoterra GmbH; and
- AIRBUS DS and IGN France, in common, for Reference3D and SPOT DEM Precision data.

3.2 The PRODUCT is protected by French and international copyright laws.

3.3 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.

3.4 The PRODUCT, VAP and/or EXTRACT, when displayed and/or printed in accordance with the Permitted Uses specified in Article 2.1 shall include the AIRBUS DS logo and the following credits conspicuously displayed:

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- For FORMOSAT-2 satellite imagery data: "includes material © NSPO (year appearing on the PRODUCT delivered by Astrium GEO Information"
- For DEIMOS-1 satellite imagery data and DEIMOS Maps data: "© Deimos Imaging (year of production), Distribution Airbus DS all rights reserved"
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- For Reference3D and SPOT DEM Precision data: "© CNES (year of reception of the data)"; and "©Airbus DS (year of production of the PRODUCT) and © IGN France (year of production of the PRODUCT); all rights reserved"

## 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.

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**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 or the AFFILIATED END USER's requirements or expectations, or shall be fit for the END-USER's or the AFFILIATED END USER's intended purposes. There are no express or implied warranties of fitness or merchantability given in connection with the sale or 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.

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**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 and/or AFFILIATED 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 not in any case exceed the price paid by the END-USER to AIRBUS DS for the PRODUCT from which such loss or damage directly arose.

## ARTICLE 5 – MISCELLANEOUS

**5.1** This Licence shall run for the entire term of protection of French Intellectual Property rights inherent in the PRODUCT(S). 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 VAP and all copies thereof.

**5.2** The END-USER shall not transfer part or all of this LICENCE.

**5.3** In the event that any provision of this LICENCE is declared invalid or unenforceable, the remaining provisions hereof shall be applicable.

**5.4** 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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(Title of the representative of the END USER)

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(Name of the organization of the END USER)

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(Signature of the representative of the END USER)

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