

VISUAL SIMULATION LICENSE

NON-EXCLUSIVE LICENSE TO USE SATELLITE PRODUCTS BETWEEN AIRBUS DS AND THE END-USER

The END-USER accepts and agrees to be bound by the terms of this End-User License Agreement (“EULA”) by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of the PRODUCT; (b) breaking the seal on the package containing the PRODUCT; (c) downloading and/or installing and/or manipulating the PRODUCT on any computer; (d) paying, in whole or in part, for the PRODUCT. (e) making available any DATA BASE; (f) damaging or destroying the PRODUCT; (g) retaining the PRODUCT for more than 7 days following receipt thereof. This EULA is entered into by and between the END-USER” and Airbus DS Geo SA. (hereafter “Airbus DS”).

ARTICLE 1 - DEFINITIONS

“**DATA BASE**”: means the embedded form of the PRODUCT or VAP. The DATA BASE must be protected by use of a format that prevents extraction or reconstruction of the PRODUCT or VAP, or data substantially similar to the PRODUCT or VAP, by third parties into any reusable format that could be used on any other system other than that created and provided by the END-USER.

“**END-USER**”: means either the person, acting in his own name, or the legal commercial business entity, including its possible offices and branches in its country of residence, or the government agency, which is supplied with the PRODUCT and accepts this EULA. When the PRODUCT is supplied to a governmental entity (civil agency, public department, ...), the END-USER shall be deemed to be only such part of the government entity as located at the address to which the PRODUCT is supplied, except upon Airbus DS prior agreement in writing.

“**PRODUCT**”: means the SPOT or PLEIADES or TerraSAR-X satellite product(s) supplied by Airbus DS to the END-USER.

“**VAP**”: means any product developed by the END-USER, 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 - LICENSE

2.1 Permitted Uses

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

- (a) to install the PRODUCT on any number of workstations within a single company or government agency across multiple physical locations in the country of residence of the END-USER, including internal computer network (with the express exclusion of the Internet) for the Permitted Uses under paragraphs (b) to (g) below;
- (b) to use the PRODUCT for its own internal needs;
- (c) to alter or modify the PRODUCT to produce VAPs;
- (d) to use any VAP for its own internal needs;
- (e) to embed the PRODUCT or VAP, in part or in whole, into unlimited physical devices and/or software applications manufactured by the END-USER in order to create a DATA BASE;
- (f) to distribute, sell or otherwise make available the DATA BASE to any third parties. The END-USER will indemnify and hold harmless Airbus DS against any claim from third parties arising directly or indirectly from the use of the DATABASE. The END-USER must display the Airbus DS’ copyright notice as set forth in 3.4, somewhere on the package or documentation accompanying the distribution of all DATA BASE.
- (g) to make available the PRODUCT and/or any VAP to contractors and consultants, only for use on behalf of the END-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 END-USER, and (II) to return the PRODUCT and VAP to END-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

The END-USER recognizes and agrees that the PRODUCT is and shall remain the property of Airbus DS, and contains proprietary information of Airbus DS and thus is provided to the END-USER on a confidential basis.

The END-USER shall not, and shall cause any contractor or consultant engaged as per the provisions of Article 2.1(g) not to, do any of the following:

- (a) use the PRODUCT or VAP or DATA BASE in any online mapping or location-based service application; or
- (b) embed the PRODUCT or VAP into Internet web services for distribution to third parties, for commercial gain or not; or
- (c) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCTS; or
- (d) do anything not expressly authorized under Article 2.1.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

- 3.1** The satellite imagery data contained in the PRODUCT are the property of:
 - Centre National d'Études Spatiales (CNES), France for PLEIADES and SPOT 5 data;
 - the Federal Republic of Germany represented by the Deutsches Zentrum Für Luft-und Raumfahrt e.V (DLR) for TerraSAR-X data;
 - Airbus DS for SPOT 6/7 data.
- 3.2** The PRODUCT is protected by French or German and/or international copyright laws.
- 3.3** In addition, the PRODUCT and the satellite imagery data contained therein are protected by EU Directive n° 96/9 of 11 March 1996 on database copyright.
- 3.4** The PRODUCT, VAP and/or DATA BASE, when displayed in accordance with the Permitted Uses specified in Article 2.1 shall include the Airbus DS logo and the following credit conspicuously displayed:
 - For PLEIADES and SPOT 5 data "© CNES (year of acquisition), Distribution Airbus DS "
 - For SPOT 6/7 data "© Airbus DS (year of acquisition)
 - For TerraSAR-X data "© DLRe.V. (year of acquisition), Distribution Airbus DS/ Infoterra GmbH.

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 thereof.
- 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 requirements or expectations, or shall be fit for the 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 this PRODUCT. Airbus DS disclaims all other warranties not expressly provided in Articles 4.1 and 4.2. In case the medium on which the PRODUCT is supplied by Airbus DS to the END-USER is deficient, as demonstrated by the END-USER and accepted by Airbus DS, Airbus DS shall replace said medium. Any such claim for replacement shall be notified to Airbus DS within seven (7) days after delivery of the PRODUCT to the END-USER.
- 4.3** In no event shall Airbus DS, 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, 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 of anybody having contributed to developing and/or production and/or delivery of the PRODUCT is limited to distribution of the PRODUCT and shall not in any case exceed the price paid by the END-USER to purchase the PRODUCT.

ARTICLE 5 – MISCELLANEOUS

- 5.1** This End-User License Agreement shall run for an unlimited term. Airbus DS may, in addition to all other remedies to which it may be entitled under this EULA or at law, terminate immediately this EULA by notice in writing if the END-USER breaches any provision of this EULA. The END-USER shall have no claim to any kind of refund in this case. Upon termination, the END-USER shall return to Airbus DS the PRODUCTS and VAPs.
- 5.2** The END-USER shall not transfer part or all of this EULA without Airbus DS' prior written consent.
- 5.3** In the event that any provision of this EULA is declared invalid or unenforceable, the remaining provisions of this EULA shall be applicable.
- 5.4** This End-User License Agreement is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.

(Date)

(Name of the representative of the END USER)

(Name of the organization of the END USER)

(Title of the representative of the END USER)