

**TECHNICAL EVALUATION LICENCE****NON-EXCLUSIVE LICENCE TO USE STANDARD PRODUCT FOR TECHNICAL EVALUATION PURPOSE ONLY**

By downloading and/or manipulating and/or using the PRODUCT, the END-USER signifies that it unconditionally accepts all the terms and conditions of the present Technical Evaluation Licence Agreement (hereinafter referred to as the "LICENCE"). The acceptance by the END-USER of this LICENCE is the condition upon which Astrium GEO-Information Services 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 Spot Image S.A ("Astrium GEO-Information Services"), an entity of Astrium Group.

**ARTICLE 1 – DEFINITIONS**

**"DERIVATIVE WORKS"**: means any derivative product or information developed by the END-USER from the PRODUCT, 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 either the person, acting in its 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 LICENCE. When the PRODUCT is supplied to a government 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 Astrium GEO-Information Services' prior agreement in writing.

**"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 Astrium GEO-Information Services, the sub-sample (ratio 32 toward original PAN (8 toward original XS) ) of the original image of the PRODUCT.

**"PRODUCT"**: means any standard satellite imagery and/or radar product that is provided to the END-USER for technical evaluation purpose.

**"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 - LICENCE****2.1 Permitted Uses**

The END-USER is hereby granted by Astrium GEO-Information Services 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) for the Permitted Uses specified in this Article 2.1;
- (c) to use the PRODUCT for internal technical evaluation purposes only;
- (d) to alter or modify the PRODUCT to produce VAP and/or DERIVATIVE WORKS for internal technical evaluation purposes only;
- (e) to use any VAP and/or DERIVATIVE WORKS for internal technical evaluation purposes only;
- (f) to use a PRODUCT, VAP and/or DERIVATIVE WORKS in the framework of competitive analysis (such as benchmarking) for internal technical evaluation purposes only;
- (g) to make the PRODUCT and/or any VAP available to contractors and consultants, only for technical evaluation 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 to END-USER, and to keep no copy thereof, upon completion of the contracting or consulting engagement. By express exception, Elevation PRODUCTS (3D) and TerraSAR-X PRODUCTS shall not be made available and/or transferred to any third party without Astrium GEO-Information Services' prior written consent; and

- (h) to print one EXTRACT of the PRODUCT for internal technical evaluation purposes only, with the credit of the corresponding PRODUCT conspicuously displayed and written in full.

All rights not expressly granted by Astrium GEO-Information Services under the present Article 2.1 are hereby retained by Astrium GEO-Information Services.

## 2.2 Prohibited Uses

The END-USER shall not, and shall guarantee that any contractor or consultant engaged as per the provisions of Article 2.1 (g) does not:

- (a) use the PRODUCT, VAP and/or DERIVATIVE WORKS for any use other than internal technical evaluation, especially, any commercial use;
- (b) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT;
- (c) 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 a contractor or consultant engaged as per the provisions of Article 2.1 (g), by any means, free of charge or in return for payment;
- (d) publish or communicate in any way a competitive analysis (such as benchmarking) of any PRODUCT, VAP and/or DERIVATIVE WORKS;
- (e) transfer the PRODUCT outside of the territory of establishment of the END-USER; or
- (f) do anything not expressly permitted under Article 2.1.

## 2.3 Technical Evaluation Results

The END-USER shall inform Astrium GEO-Information Services of the results of the evaluation 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;
- Astrium GEO-Information Services for SPOT 6 and 7 satellites imagery data (© Astrium Services);
- National Space Organization (NSPO) for FORMOSAT-2 satellite imagery data;
- DEIMOS Imaging for DEIMOS-1 satellite imagery data and DEIMOS Maps data;
- Federal Republic of Germany for TerraSAR-X satellite data which are distributed by Infoterra GmbH, an entity of Astrium Group; and
- Astrium GEO-Information Services 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.

## ARTICLE 4 – WARRANTY – LIABILITY

4.1 Astrium GEO-Information Services warrants that it has sufficient ownership rights in the PRODUCT to make the PRODUCT available to the END-USER under the terms hereof.

4.2 The PRODUCT is complex; Astrium GEO-Information Services 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 use of the PRODUCT or any other warranty. Astrium GEO-Information Services disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.

4.3 In no event shall Astrium GEO-Information Services, 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, 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 Astrium GEO-Information Services and its licensors and of anybody having contributed to the development and/or production and/or delivery of the PRODUCT shall in any case be limited to five hundred euros (500€).

**ARTICLE 5 – MISCELLANEOUS**

- 5.1** This LICENCE shall run for six (6) months from the date the PRODUCT is made available to the END USER. It is granted free of royalties.
- 5.2** Astrium GEO-Information Services 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 Astrium GEO-Information Services the PRODUCT and VAP and all copies thereof.
- 5.3** The END-USER shall not transfer part or all of this LICENCE.
- 5.4** In the event that any provision of this LICENCE is declared invalid or unenforceable, the remaining provisions hereof shall be applicable.
- 5.5** This LICENCE is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.