

STANDARD LICENCE

NON-EXCLUSIVE LICENCE TO USE PLEIADES SATELLITE PRODUCT

The END-USER accepts and agrees to be bound by the terms of this End-User Licence 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 or installing or manipulating the PRODUCT on any computer; (d) paying in whole or in part for the PRODUCT; (e) making available any DERIVATIVE WORKS; (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 Spot Image S.A (“Astrium GEO-Information Services”), an entity of Astrium Group.

ARTICLE 1 - DEFINITIONS

“**AFFILIATED END-USER**”: means any legal commercial business entity or government agency engaged in a Joint Project with the END-USER, as identified by the END-USER to Astrium GEO-Information Services and accepted in writing by Astrium GEO-Information Services in the order confirmation. When the AFFILIATED END-USER is a government agency (civil agency, public department ...), it shall be deemed to be only such part of the government agency as located at the address to which the PRODUCT is supplied, except upon Astrium GEO-Information Services’ prior agreement in writing.

“**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 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 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:

- (i) an extract of 1024 x 1024 pixels maximum; or
- (ii) 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 the PLEIADES satellite product(s) supplied 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 - 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, except as provided under paragraph (g) below) for the Permitted Uses specified in this Article 2.1;
- (c) to use the PRODUCT for its own internal needs;
- (d) to alter or modify the PRODUCT to produce VAP and/or DERIVATIVE WORKS;
- (e) to use any VAP for its own internal needs;
- (f) to make the PRODUCT and/or any VAP available 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. By express exception, 3D

- PRODUCT and related VAP provided by Astrium GEO-Information Services shall not be made available to any third party without Astrium GEO-Information Services' prior written consent;
- (g) to post one EXTRACT on an Internet site, in an Internet-compatible image format (without associated metadata), with the following credit conspicuously displayed: "Includes material © CNES ____ (year of production), Distribution Astrium Services / Spot Image S.A., France, all rights reserved" written in full. The posting of such EXTRACT shall be used for END-USER's promotion purposes only, and may in no event allow downloading of the EXTRACT posted or allow a third party to access the PRODUCT or VAP as a stand alone file, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer such EXTRACT.
Prior to any posting, the END-USER shall inform Astrium GEO-Information Services, specifying the URL used by END-USER: sales@spotimage.com;
- (h) to print one EXTRACT, and to distribute such print for promotion purposes only. Such print shall include the following credit conspicuously displayed: "includes material © CNES ____ (year of production), Distribution Astrium Services / Spot Image S.A., France, all rights reserved" written in full;
- (i) to freely use and distribute DERIVATIVE WORKS; and
- (j) to share the PRODUCT and/or any VAP with AFFILIATED END-USERS in the framework of a Joint Project, subject to the following cumulative conditions:
- the END-USER shall have detailed in the order form accepted by Astrium GEO-Information Services:
 - the name, legal structure, site address of each AFFILIATED END-USER;
 - the details of the Joint Project in which the END-USER and the AFFILIATED END-USERS are cooperating and for which the PRODUCT is ordered;
 - the END-USER shall sign with each AFFILIATED END-USER an agreement under which:
 - Each AFFILIATED END-USER may be granted the rights provided under paragraph a) to i) above;
 - the terms and conditions of such agreement shall in no event be less protective to Astrium GEO-Information Services and its licensor's respective rights than the provisions of this EULA; and
 - the END-USER shall guarantee that each AFFILIATED END-USER complies with the provisions and restrictions provided in the present EULA, and shall indemnify and hold Astrium GEO-Information Services harmless in connection thereto.

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 recognizes and agrees that the PRODUCT is and shall remain the property of Astrium GEO-Information Services and/or its licensor, and contains proprietary information of Astrium GEO-Information Services and thus is provided to the END-USER on a confidential basis.

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

- (a) sell, rent or lease any PRODUCT or VAP;
- (b) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT;
- (c) use a PRODUCT or an EXTRACT in the framework of competitive analysis (such as benchmarking); or
- (d) do anything not expressly permitted 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.

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 343-4 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 sale or use of this PRODUCT. Astrium GEO-Information Services disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.

In case the PRODUCT delivered directly by Astrium GEO-Information Services is substantially different from the applicable technical specifications of the PRODUCT ordered or from the ordered area of interest or if the medium on which the PRODUCT is supplied by Astrium GEO-Information Services to the END-USER is defective, as demonstrated by the END-USER and accepted by Astrium GEO-Information Services, Astrium GEO-Information Services shall, at its sole discretion and subject to prior return of the PRODUCT and all copies thereof to Astrium GEO-Information Services, either replace the concerned PRODUCT or refund the price paid by the END-USER for the PRODUCT. Any such claim shall be notified to Astrium GEO-Information Services within seven (7) calendar days after delivery of the PRODUCT by Astrium GEO-Information Services. After this period, the PRODUCT shall be considered as being compliant with the specifications and unconditionally and irrevocably accepted by the END-USER.

4.3 In no event shall Astrium GEO-Information Services, nor anybody having contributed to the development and/or production and/or delivery of the PRODUCT, be liable for any claim, damage or loss incurred by the END-USER and AFFILIATED END-USERS, 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 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 Astrium GEO-Information Services for the PRODUCT from which such loss or damage directly arose.

ARTICLE 5 – MISCELLANEOUS

5.1 This EULA shall run for an unlimited term. Astrium GEO-Information Services 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 or any AFFILIATED END-USER breaches any provision hereof. The END-USER shall have no claim to any kind of refund in this case. Upon termination, the END-USER shall return to Astrium GEO-Information Services all the PRODUCT and VAP.

5.2 The END-USER shall not transfer part or all of this EULA unless it has obtained Astrium GEO-Information Services' prior written consent.

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

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

(Date)

(Name of the authorized officer of the END USER)

(Title of the authorized officer of the END USER)

(Name of the END USER)

(Signature of the authorized officer of the END USER)