

## ANNEXE 5

### USER LICENSE AGREEMENT

#### 1. LICENSE TO USE PLEIADES DATA PRODUCTS IN THE FRAMEWORK OF THE "SPACE AND MAJOR DISASTERS" INTERNATIONAL CHARTER

##### INTRODUCTION

Please read the terms and conditions of this License Agreement carefully before placing any request for PLEIADES Product and/or Value Added Product in the framework of the International Charter "Space and Major Disasters".

Within the framework of a public service delegation contract related to Pleiades Satellites between CNES and Airbus DS Geo S.A. (hereafter "**Airbus DS**"), Airbus DS has committed itself to distribute Pleiades products and services for the benefit of certain Authorized Users and VAC using the products for non-commercial services in the framework of the international Charter.

This License is established between Airbus DS and the Authorized User and/or the VAC for the use of the Product or and/or Value Added Product in the framework of the Charter and/or for the purposes of Crisis Follow Up. As a matter of clarification, with regard to the aforesaid, the terms and conditions of the License supersede the terms and conditions of any other licence of Airbus DS.

The Authorized Users and VAC accept and agree to be bound by the terms of this Licence Agreement (hereinafter the "**License**") by doing any of the following:

- placing a request for the Product by any means;
- breaking the seal on the package containing the Product;
- downloading and/or installing and/or manipulating the Product on any computer of the Local Area Network;
- making available any Derivative Works;
- damaging or destroying the Product;
- retaining the Product for more than fifteen days following receipt thereof.

##### ARTICLE 1 – DEFINITION

"**Authorized User**" means the entity, which receives a Product, a Derivative Work or a Value Added Product, in the frame of the Charter and/or for the purposes of Crisis Follow Up and therefore accepts this License. It may be:

- A "party", an "associated body", a "cooperating body" or a "beneficiary body", as defined in the Charter.
- Or, exclusively for the purpose of Crisis Follow Up, any public entity subject to the prior agreement of Airbus DS, which is designated by such a "party", such an "associated body", such a "cooperating body" or such a "beneficiary body" to take part to a Crisis Follow Up.

"**Charter**" means the International Charter "Space and Major Disasters", the text of which is attached in Annex 4 of this proposal.

"**Crisis**" as defined in the Charter.

"**Crisis Follow Up**" means any actions undertaken to solve, remedy and/or mitigate damages caused by a Crisis.

"**Derivative Work**" means any derivative product or information developed by the Authorized User or by the VAC, 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.

**“Extract”** means an extract of a Product or VAP which may consist of:

- i. an extract of 1024x1024 pixels maximum; or
- ii. 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.

**“License”** means this license to use PLEIADES products in the framework of the "space and major disasters" international charter.

**"Local Area Network"** means the local network of computers, installed on the Authorized User or the VAC site and designed to share software and data for which the Authorized User or VAC is the operator or to which he controls the access.

**“Product”** means the PLEIADES standard product(s) supplied by Airbus DS in the context of the Charter and/or already acquired and supplied by Airbus DS for the purposes of Crisis Follow Up.

**“Service Contract”** means a service contract that is entered into between an Authorized User and a VAC for the development of Derivative Work(s) and/or VAP(s) in the frame of the Charter.

**“Use”** means the crisis management for which the Charter has been activated and/or the Crisis Follow Up management.

**“Value Added Company”** or **“VAC”** means the private or public entity duly identified in the frame of the Charter which is in charge, sometimes under a Service Contract, of developing a VAP or a Derivative Work, on behalf and for the exclusive benefit of any Authorized User, in the frame of the Charter or for Crisis follow-up. The VAC therefore accepts and signs this License.

**“Value-Added Product”** or **“VAP”** means by the Authorized User or by the VAC, 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 – AUTHORISED USES**

At the time of a Charter activation, the Authorized User(s) specifically concerned are designated by the members of the Charter (Centre National d’Etudes Spatiales – CNES, France, being one of these members), and receive one or more Products on the basis of the request they have submitted. This License describes the scope of the Use to be made with the Product and/or VAP in the only context of the Charter (during the Crisis and/or during the Crisis Follow Up),

Airbus DS hereby provides the Product:

1/ Either to a VAC, who may:

- Install the Product on individual computers in its premises;
- Enable its staff to access the Product via the Local Area Network;
- Alter or modify the Product for the purpose of developing a VAP and/or a Derivative Work for the exclusive benefit and on behalf of the Authorised User, being bound by the same limitations on use as applicable to the Authorized User, to return the Product and/or VAP to Authorized User and to keep no copy thereof upon completion of the Service Contract. By express exception, 3D Product and related VAP provided by Airbus DS shall not be made available to third party without Airbus DS’ prior written consent;
- Freely use the Derivative Works.

Prior to any delivery of the Product, VAP and/or a Derivative Work by the VAC to the Authorised User, the VAC shall ensure that the Authorised User has accepted in writing to comply with the terms and conditions of the present Licence.

2/ Or directly to an Authorized User, who may:

- Install the Product on individual computers in its premises;
- Enable its staff to access the Product, VAP and/or a Derivative Work via the Local Area Network;
- Alter or modify the Product to produce a VAP.
- Use the Product or Value Added Product in the only context of a Charter.
- Modify the Product to produce, use and freely distribute Derivative Work.
- Notwithstanding anything to the contrary, by express exception, any Digital Elevation Model or Digital Terrain Model ("DEM/DTM") shall not be distributed, made available and/or transferred by any means whatsoever, directly or indirectly, to any entity other than (1) any Authorised User of the same nationality of the Authorised User having produced the DEM/DTM or (2) any legal entity having its registered office within the territory of the Authorised User having produced the DEM/DTM. Any entity to which the DEM/DTM is transferred shall previously commit in writing to comply with this provision;
- Post one Extract on an Internet site, in an internet compatible image format (without associated metadata), with the credit mentioned in Article 4. The posting of such Extract shall be used in the only context of the Charter, and may in no event allow the downloading of such extract posted or allow a third party to access the Product or VAP as a standalone file, nor be used to distribute, sell, assign dispose of, lease, sublicense or transfer such Extract. Prior to any posting, the Authorized User shall inform Airbus DS, specifying the URL used by the Authorized User: [contact@astrium-geo.com](mailto:contact@astrium-geo.com);
- Print one Extract and distribute such print in the only content of the Charter. Such print shall include the credits as stand for in Article 4 conspicuously displayed;

All rights not expressly granted by Airbus DS under the present Article 2 are hereby retained by Airbus DS.

### **ARTICLE 3 – PROHIBITED USES**

The Authorized User and/or the VAC must comply with the terms of this License or make others comply with the latter.

The Authorized User and/or the VAC must not authorize whosoever to:

- Sell, rent or lease any Product and/or VAP
- Reproduce, transmit, disseminate, display or provide third parties, in any way whatsoever with, all or part of the Product and/or the VAP using electronic or other means, free of charge or on a payable basis, except if he has obtained a previous written approval from Airbus DS;
- Alter or modify the Product and/or VAP;
- Make any use other than the first emergency and rehabilitation after a disaster or a Crisis Follow Up;
- alter or remove any copyright notice or proprietary legend contained in or on the Product;
- use a Product or an Extract in the framework of competitive analysis (such as benchmarking);
- Do anything that is not expressly authorized under the Article 2.

The Authorized User and/or VAC undertake(s) to take all measures for the Product and/or VAP to be used in compliance with the terms of the License and is in particular responsible for:

- Installing the Product and/or VAP and properly using this installation;

- The existence of working environment security as regards these measures, especially concerning access to their staff only.

Use of the Product and/or VAP is only granted for non-commercial research. Data is reserved for a use or for activities solely and directly within the framework of international cooperation related to a natural or technological disaster as defined in the Charter and/or for the purposes of Crisis Follow Up.

Commercial use of the Product and/or VAP is strictly forbidden. The following in particular is considered to be commercial and cannot be covered by this License: any developments using the Product and/or VAP which will then be the subject of, or instrumental in, a sale, a license, the production of tools or didactic media sold or instrumental in a sale.

#### **ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS**

The Pleiades satellite data contained in the Product and/or VAP are the property of Centre National d'Etudes Spatiales (CNES), France.

This property is protected, on one hand, by the French and international copyright laws and, on the other hand, by articles L 341-1 to 343-4 of the French Industrial Property Code as amended by the statute dated July 1st, 1998, relative to database copyright and to similar statutes in European countries, that have incorporated EU directive No. 96/9, dated March 11, 1996, on database copyright, into their laws.

The Product, VAP and/or Extract, when displayed and/or printed in accordance with the Authorized Uses specified in Article 2 shall include the Airbus DS logo (which may be modified unilaterally by Airbus DS from time to time) and the following credit conspicuously displayed: “© CNES (year of acquisition), Distribution Airbus DS”.

The Authorised User and/or VAC, proprietary of Derivative Works shall endeavour to mention that such Derivative Works have been produced from the Products.

#### **ARTICLE 5 – WARRANTY - LIABILITY**

**5.1** Airbus DS warrants that it has sufficient ownership rights in the Product to make the Product available to the Authorised User and VAC under the terms thereof.

**5.2** 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 Authorised User's and VAC's requirements or expectations, or shall be fit for the Authorised User's /VAC 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 or liabilities not expressly provided in Articles 5.1 and 5.2.

When the media containing the Product delivered directly by Airbus DS shall be deficient, as demonstrated by the Authorised User or VAC and accepted by Airbus DS, Airbus DS shall replace the defective media. Any such claim for replacement shall be notified to Airbus DS within seven (7) calendar days after delivery of the Product by Airbus DS. After this period, the Product shall be considered as being unconditionally and irrevocably accepted by the Authorized User and the VAC.

**5.3** 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 Authorized User or VAC, 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 or VAP shall not in any case exceed the price paid to Airbus DS for the Product ordered.

#### **ARTICLE 6 – MISCELLANEOUS**

**6.1** This Licence shall run for the entire term of protection of French Intellectual Property rights inherent in the Product(s). However, Airbus DS may, in addition to all other remedies to which it may be entitled under this License or at law, terminate immediately the License by fifteen days prior notice in writing if the Authorized User or VAC breaches any provision of this license.

**6.2** The Authorized User or VAC shall have no claim to any kind of refund in this case.

**6.3** Upon termination, the Authorized User or VAC shall return to Airbus DS the Product and destroy any VAP resulting therefrom.

**6.4** The Authorized User or VAC shall not transfer all or part of this License unless it has obtained CNES and Airbus DS prior written consent.

**6.5** In the event that any provision of the License is declared invalid or unenforceable, the remaining provisions of this license shall be applicable.

**6.6** The License is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.

**Charter Call number:**

**Country of disaster:**

**User organization:**

**Name:**

**Position:**

**Date:**

**Signature:**