

## Spot World Heritage Archive Licence Agreement

### Non-Exclusive Licence to Use Spot Archive Product for Non-Commercial Purpose Only

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 Spot World Heritage Archive Licence Agreement (hereinafter referred to as the “LICENCE”). The acceptance by the END-USER of this LICENCE is the condition upon which Centre National d’Etudes Spatiales (hereinafter referred to as “CNES”) makes the PRODUCT available to the END-USER through online platform/infrastructure/portal/database managed by the CNES. The END-USER shall guarantee that the PRODUCT, any VAP and/or DERIVATIVE WORKS 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. (hereinafter referred to as Airbus DS”), an entity of Airbus Group.

### Article 1 – Definitions

“DERIVATIVE WORKS”: means any derivative product or information developed by the END-USER from the PRODUCT for NON-COMMERCIAL PURPOSE and for its OWN NEEDS, 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.

“NON-COMMERCIAL PURPOSE”: means the use of the PRODUCT which cannot be sold and/or associated with any other product or service that would be sold, and more broadly cannot lead to commercial activity. NON-COMMERCIAL PURPOSE excludes any use for competitive analysis (such as benchmarking) and commercial and/or consulting activities.

“AFFILIATED END-USER”: means any individual who is granted by the END-USER the rights of use as described in provision 2 and who shall accept to be bound by the terms of this LICENCE.

“END-USER”: means the private and/or public entity, previously registered on the CNES managed online platform/infrastructure/portal/database, which is supplied with the PRODUCT and accepts this LICENCE, including its possible offices within its country of residence, and excluding its subsidiaries and affiliates.

“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) the sub-sample (ratio 32 toward original PAN (8 toward original XS)) of the original image of the PRODUCT.

“PRODUCT”: means any Spot 1-5 satellite orthorectified product available on online platform/infrastructure/portal/database, and provided to the END-USER for NON-COMMERCIAL PURPOSE and for its OWN NEEDS only under this LICENCE.

“VAP” or “Value Added Product”: means any product developed by the END-USER for NON-COMMERCIAL PURPOSE and for its OWN NEEDS, 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 (in any form whatsoever, i.e. database for instance) derived from a PRODUCT shall always be considered as a VAP.

“OWN NEEDS”: means the needs of the END-USER, under its research activities in the frame of its institutional mission for NON-COMMERCIAL PURPOSE.

## Article 2 – Licence

### 2.1 Permitted Uses

The END-USER is hereby granted 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 NON-COMMERCIAL PURPOSE and its OWN NEEDS only;
- (d) to alter or modify the PRODUCT to produce VAP and/or DERIVATIVE WORKS within the framework of NON-COMMERCIAL PURPOSE and its OWN NEEDS only;
- (e) to use any VAP and/or DERIVATIVE WORKS within the framework of NON-COMMERCIAL PURPOSE and its OWN NEEDS only; and
- (f) to authorise the use of the PRODUCT, VAP and/or DERIVATIVE WORKS by AFFILIATED END-USERS within the framework of NON-COMMERCIAL PURPOSE and its OWN NEEDS only, provided that the END-USER shall make comply each AFFILIATED END-USER with the terms of this LICENCE under which:
  - the AFFILIATED END-USER shall be granted the right to use the PRODUCT, VAP and/or DERIVATIVE WORKS for NON-COMMERCIAL PURPOSE and its OWN NEEDS; and
  - the AFFILIATED END-USER shall commit to comply with the provisions and restrictions provided hereof;

The END-USER shall guarantee that the AFFILIATED END-USER complies with this LICENCE, and shall indemnify and hold Airbus DS and CNES 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 copyright 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 a 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@geo-airbusds.com](mailto:contact@geo-airbusds.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:

- (a) use the PRODUCT, VAP and/or DERIVATIVE WORKS for any use other than NON-COMMERCIAL PURPOSE and its OWN NEEDS;
- (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 AFFILIATED END-USERS, by any means, free of charge or in return for payment;
- (d) do anything not expressly permitted under Article 2.1.

## **2.3 Right of Airbus DS and CNES upon VAP and DERIVATIVE WORKS**

The END-USER and AFFILIATED END-USER shall inform Airbus DS and CNES of the results of the research work it has performed.

Airbus DS and CNES is granted by any END-USER or AFFILIATED END-USER the right to use freely any VAP or DERIVATIVE WORKS produced directly or indirectly from the PRODUCT.

## **Article 3 – Intellectual Property Rights**

3.1 CNES holds the intellectual property rights on the PRODUCT.

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 DERIVATIVE WORKS, when displayed in accordance with the Permitted Uses specified in Article 2.1 shall include the following credit conspicuously displayed and written in full: “© CNES 20xx (acquisition year), distribution Airbus DS /Spot Image”

## **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.

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.

4.3 In no event shall Airbus DS, nor CNES, 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 downloading, manipulating, use of or inability to download, manipulate or use the PRODUCT, and shall not be subject to legal action in this respect.

However, the financial cumulative liability of Airbus DS, CNES and 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 which such loss or damage directly arose.

## **Article 5 – Miscellaneous**

5.1 This LICENCE shall run for the duration of protection of the applicable intellectual property rights inherent in the PRODUCT(S)

5.2 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.

5.3 The END-USER shall not transfer part or all of this LICENCE except to an AFFILIATED END-USER as per 2.1 f).

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.