

**BACKGROUND LAYER LICENSE AGREEMENT**

This Background Layer License Agreement (hereafter “License”) is entered into by AIRBUS DS and the END-USER.

By this License, AIRBUS DS gives the right to the END-USER to use the PRODUCT, subject to use of the PRODUCT in strict compliance with the terms hereof.

By downloading, accessing, or using the PRODUCT, the END-USER accepts all the terms and conditions of this License. The acceptance of this License is the condition upon which AIRBUS DS makes the PRODUCT available to the END-USER.

**ARTICLE 1 – GRANT OF LICENSE**

The END-USER is hereby granted by AIRBUS DS a limited, non-exclusive, irrevocable except as provided by Article 4.2, non-transferable License to use the PRODUCT according to Article 1.1, subject to the restrictions set out in Article 1.2

**1.1 Right to use the PRODUCT**

*Internally:*

- (a) **Internal use of PRODUCT:** the END-USER is granted the right to use, copy, store, access, share, and/or process the PRODUCT in any physical device (including any third party secured cloud infrastructure), solution, application and/or service;
- (b) **BACKGROUND LAYER integration:** the END-USER is granted the right to embed the PRODUCT into its solution and/or application and/or service in order to create a BACKGROUND LAYER;
- (c) **Sharing with CONTRACTORS:** the END-USER is granted the right to make the PRODUCT and/or BACKGROUND LAYER available to CONTRACTORS, subject to them 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/or BACKGROUND LAYER to END-USER, and to keep no copy thereof, upon completion of their engagement.

*Externally:*

- (d) **END-USER’S CUSTOMER(s) rights on BACKGROUND LAYER:** the END-USER is granted the right to make available the BACKGROUND LAYER to the END-USER’S CUSTOMER(s) via a streaming service, for visualization purposes only, subject to the END-USER (i) guaranteeing that each END-USER’S CUSTOMER(s) complies with the provisions of the present License and (ii) indemnifying and hold AIRBUS DS harmless in connection thereto.

**1.2 Restricted use of the PRODUCT**

- (a) **No transfer of PRODUCT:** the END-USER shall not reproduce, transmit, disseminate, make available, transfer, sell, rent, lease or get any direct or indirect gain from the PRODUCT to any third party other than those described in Article 1.1 (c);
- (b) **No BACKGROUND LAYER redistribution:** the END-USER shall not sublicense, redistribute, resell or otherwise disclose the BACKGROUND LAYER to any third party on a stand-alone basis;
- (c) **No modification of copyrights:** the END-USER shall not alter, obscure or remove any credit notice or proprietary legend contained in the PRODUCT, and/or BACKGROUND LAYER;
- (d) **No disclosure of competitive analysis:** the END-USER shall not publish or communicate in any way a competitive analysis (such as benchmarking) of any PRODUCT and/or BACKGROUND LAYER;
- (e) **No process/downloading for the END-USER’S CUSTOMER(s):** the END-USER shall not make available the BACKGROUND LAYER to the END-USER’S CUSTOMER(s) for processing and/or for download, in whole or in part.

All rights not expressly granted by AIRBUS DS under Article 1.1 are hereby retained by AIRBUS DS. The END-USER shall not do anything not expressly permitted under Article 1.1.

**ARTICLE 2 – INTELLECTUAL PROPERTY RIGHTS****2.1 Property of the content and credit attribution**

The data contained in the PRODUCT remain the property of each corresponding entity mentioned in Article 2.2.1.

The PRODUCT and/or BACKGROUND LAYER, when printed or displayed in accordance with Article 1.1, shall include the credits listed in Article 2.2.1 conspicuously displayed.

## 2.2 Intellectual Property Law

2.2.1 The PRODUCT is protected by the copyright law detailed in the table below and international copyright laws, as applicable.

PRODUCT	Entity owner	Credit attribution
Pléiades	Centre National d'Études Spatiales (CNES)	"© CNES (year of acquisition), Distribution Airbus DS"
SPOT 6 and 7	Airbus DS	"© Airbus DS (year of acquisition)"
Pléiades Neo	Airbus DS	"© Airbus DS (year of acquisition)"
PlanetSAT Global	Planet Observer	In 3857 projection from zoom 0 to 13 : "© PlanetObserver (contains Copernicus data)" In 4326 projection from zoom 0 to 12: "© PlanetObserver (contains Copernicus data)"

2.2.2 The PRODUCT and the satellite imagery data contained therein are further 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 by similar statutes in European countries that have incorporated EU Directive n° 96/9 of 11 March 1996 on database copyright into their laws.

## ARTICLE 3 – WARRANTY – LIABILITY

3.1 **Warranty.** AIRBUS DS warrants that it has sufficient ownership rights in the PRODUCT to make it available to the END-USER under the terms of this License.

3.2 **Disclaimer.** 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 or that any issues will 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. AIRBUS DS disclaims all other warranties or liabilities not expressly provided in Article 3.1.

3.3 **Liability.** In no event shall AIRBUS DS, nor its licensors, be liable for any claim, damage or loss incurred by the END-USER, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or punitive 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 its licensors shall in any case not exceed the fees paid by END-USER for the PRODUCT(s) giving rise to the claim.

## ARTICLE 4 – TERM AND TERMINATION

4.1 **License term.** This License is perpetual, unless terminated pursuant to Article 4.2, or as otherwise specified as part of the agreement or subscription to which this License belongs.

4.2 **Termination for END-USER'S breach of License.** AIRBUS DS may, in addition to all other remedies to which it may be entitled under this License or by law, terminate this License by notice in writing if the END-USER breaches any of its provisions. The END-USER shall have no claim to any kind of indemnity in this case. Upon termination of this License, the END-USER shall permanently delete the PRODUCT(s) from all devices and destroy any copies on disk and cease displaying any EXTRACT. Within 10 days following termination, the END-USER shall certify to AIRBUS DS in writing that all copies of all PRODUCT(s)) have been destroyed.

## ARTICLE 5 – GOVERNING LAW AND JURISDICTION

This License is governed by the laws of the Commonwealth of Virginia. All disputes shall be referred to the courts of Virginia.

## ARTICLE 6 – GENERAL TERMS

**6.1 Assignment.** The END-USER shall not transfer part or all of this License.

**6.2 Severability.** In the event that any provision of this License is declared invalid or unenforceable, the remaining provisions shall continue to apply.

## ARTICLE 7 – DEFINITIONS

**“AIRBUS DS”:** means Airbus DS Geo Inc.

**“BACKGROUND LAYER”:** means the END-USER’s service (for example solution, application etc.) in which PRODUCT is embedded in a dynamic form (zoom and pan), with the credit set forth in Article 2.2.1 conspicuously displayed. The BACKGROUND LAYER shall protect PRODUCT in order to prevent any:

- extraction or reconstruction of PRODUCT; or
- any creation of a data set substantially similar to PRODUCT.

**“CONTRACTOR”:** means an individual contracted by the END-USER, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of the END-USER.

**“END-USER”:** means the person, the legal commercial business entity, or the government agency, which has accepted this License to be supplied with the PRODUCT. The legal commercial business entity includes its possible offices and branches in its country of residence. Except upon AIRBUS DS’ prior agreement in writing, the government entity is limited to the entity located at the address where the PRODUCT is supplied.

**“END-USER’S CUSTOMER(s)”:** means the customers of the END-USER which are granted a sub-license by the END-USER in order to visualize the BACKGROUND LAYER, according to Article 1.1 (d).

**“PRODUCT”:** means the satellite product, as specified in the agreement, purchase order or subscription to which this License belongs, supplied by AIRBUS DS to the END-USER.