

NON EXCLUSIVE LICENCE TO USE GLOBAL SEEPS-UP42

This End-User Licence Agreement (“EULA”) is entered into by and between the End-User and Airbus each as defined in this EULA (individually a “Party” and together the “Parties”).

1. DEFINITIONS

- 1.1 “Affiliated End-User” means any legal entity engaged in a joint project with the End-User, as identified by the End-User to Airbus and agreed in writing by Airbus in the acceptance of the End-User’s order, subject always to a maximum of six Affiliated End-Users or if a lower number, the number of Affiliated End-Users specified in the acceptance of the End-User’s order. If the Affiliated End-User is a public body, it shall be deemed to be only such part of the public body as is located at the address to which the Products are supplied, except with Airbus’s prior agreement in writing.
- 1.2 “Airbus” means Airbus Defence and Space Limited, a company registered in England and Wales under company number 2449259 and having its registered office at Gunnels Wood Road, Stevenage, Hertfordshire, SG1 2AS.
- 1.3 “Analysis” means the manual or automatic interpretation of information contained in Imagery Data in database or vector format and systematic screening of visible surface features in database or vector format and includes all Global Seeps vector, database and table outputs.
- 1.4 “Confidential Information” means any secret or commercially sensitive information which is disclosed by one Party to the other in connection with this EULA.
- 1.5 “Derivative Works” means any derivative product or information developed by the End-User from the Products, which does not contain any Imagery Data, part or all of the Extract and/or part or all of the Products and is irreversible and uncoupled from the Imagery Data. Any Derivative Works shall never contain any reference to Airbus and/or to any satellite used for the purpose of the Products.
- 1.6 “End-User” means the legal entity supplied with the Products and thereby agrees to the terms of this EULA. If the Products are supplied to a public body the End-User shall be deemed to be only such part of the public body as is located at the address to which the Products are supplied, except with Airbus’s prior agreement in writing.
- 1.7 “Extract” means an extract of the Products which may consist of,
 - i. an extract of the Analysis data no larger than 5 x 5 km with no specific location defined.
- 1.8 “Imagery Data” means the various satellites’ imagery used by Airbus to provide the Products. The choice of the relevant satellite is in Airbus’s sole discretion.
- 1.9 “Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights and any other Intellectual Property Rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and the term “Intellectual Property” shall be construed accordingly.
- 1.10 “Licence Fee” means the licence fee for the Products as set out in the Proposal.
- 1.11 “Portal” means the Web based delivery system.
- 1.12 “Products” means any part or combination of the Report, Analysis or Extract, whether tangible or intangible.
- 1.13 “Proposal” means the document outlining the Products to be provided to the End-User.
- 1.14 “Report” means any report containing the results of the Analysis and/or an Extract and/or Imagery Data.
- 1.15 “Term” means the period during which the Products are made accessible to End Users by Airbus.

2. LICENCE

2.1 Acceptance and Permitted Uses

The End-User accepts and agrees to be bound by the terms of this EULA by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of the Products; (b) downloading and/or installing and/or manipulating the Products on any computer; (c) paying in whole or in part for the Products; (d) making available any Derivative Works; (e) damaging or destroying the Products; (f) retaining the Products for more than 7 days following receipt. Subject to payment of the Licence Fee, the End-User is hereby granted by Airbus a limited, non-exclusive, non-transferable licence for the Term to:

- a) make copies of each of the Products for
 - i. installation of the Products on its individual computers in its premises, (with the express exclusion of the Internet) for the permitted uses under sub-clauses b) to e) below and
 - ii. back-up purposes;
- b) use the Products and/or Extract for its own internal needs but for the avoidance of doubt, not for commercial exploitation;
- c) alter or modify the Products to create Derivative Works;
- d) freely use Derivative Works;
- e) share the Products with Affiliated End-Users, provided that:
 - ii. the Products are shared between the End-User and each Affiliated End-User for the performance of a joint project relating to oil slick analysis; and
 - iii. the End-User shall procure that any Affiliated End-Users enter into the EULA with Airbus and comply with the terms of the EULA save that no Licence Fee shall be payable and that any Affiliated End User shall not have the right to share the Products with its affiliates

(and the terms of the EULA shall be amended mutatis mutandis). The End-User shall be liable to Airbus for any non-compliance by its Affiliated End Users with the terms contained in the EULA.

All rights not expressly granted by Airbus under this Article 2.1 are retained by Airbus and its licensors, as applicable and Airbus reserves the right at any time in its discretion to alter or amend the terms of this EULA and to remove access to any or all of the Products.

2.2 Prohibited Uses

The End-User shall not:

- a) do anything not expressly authorized under Article 2.1;
- b) alter or remove any copyright notice or proprietary legend contained in or on the Products;
- c) sell, distribute, assign, lease, sublicense and/or transfer by any means whatsoever, directly or indirectly, any Products to any party other than those expressly permitted by and bound by this EULA;
- d) share Login details with any party other than those permitted by and bound by this EULA.

3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

3.1 The End-User acknowledges that Intellectual Property subsists in the Products and that all Intellectual Property Rights in the Products shall remain vested in Airbus or its licensors. The applicable logo for the Products at the date of acceptance of the Proposal is reproduced in Article 6 of this EULA.

3.2 The End-User shall treat the Products and the information disclosed by Airbus as Confidential Information subject to such disclosure to Affiliated End-Users as is permitted by this EULA.

4. WARRANTIES AND LIABILITIES

4.1 Airbus warrants that it has sufficient ownership rights in the Products to make the Products available to the End-User under the terms of this EULA. Save as provided for in this EULA, all other warranties implied or otherwise are expressly excluded to the fullest extent permissible by law.

4.2 Airbus does not warrant or otherwise represent that the Products are free of bugs, errors, defects or omissions, and that operation of the Products will be error free or uninterrupted, nor that all non-conformities will or may be corrected.

4.3 All interpretations, analyses, recommendations and information communicated by Airbus in connection with the Products are opinions based on inferences from images appearances and empirical work and assumptions. The End-User acknowledges that the Products are a decision-support tool only and such decisions may be influenced by a number of factors that are either outside this EULA, or the scope of the Products. The End-User acknowledges that it is accepting the Products "AS IS" and that any use of the Products shall be at its own risk, without any liability on the part of Airbus, insofar as permissible by law.

4.4 Nothing in the EULA shall limit or exclude Airbus's liability for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation;
- c) any liability which by law it is not permissible to limit or exclude.

4.5 Subject to Article 4.5 Airbus shall not, nor shall anybody having contributed to the development or production or delivery of the Products, have any liability to the End-User for any loss of business, loss of revenue, loss of software or data, loss of profits, loss of contracts, loss of anticipated savings, damage to reputation, loss of use, costs of procurement of substitute services or any indirect, special, incidental, punitive or consequential damages, howsoever caused, whether in contract, tort or under any theory of liability and whether or not the End-User has been advised of the possibility of such damage arising out of the use of or inability to use the Products.

5. TERMINATION AND INDEMNITY

5.1 Subject to Article 4.5, and other than the losses set out in Article 4.6 (for which Airbus is not liable) Airbus's total liability (and of anybody having contributed to the development or production or delivery of the Products) to the End-User in respect of all losses arising under or in connection with the EULA, whether in contract, tort, breach of statutory duty, or otherwise, shall in no circumstances exceed the Licence Fee.

5.2 Airbus may, in addition to all other remedies to which it is entitled under this EULA or at law, terminate this EULA by notice in writing served upon the End-User, if the End-User breaches any provision of this EULA such termination to take effect on the date specified in the notice. The End-User shall have no claim to any refund of the Licence Fee in whole or in part or other recourse in such circumstances. Upon termination, the End-User shall return the Products and Derivative Works to Airbus and the Portal Login shall be deactivated. Upon termination of this EULA for any reason all rights granted to the End-User by this EULA shall cease and the End-User agrees to immediately cease all activities granted by this EULA.

- 5.3 The End-User shall indemnify and keep Airbus indemnified against all losses, claims, liabilities, damages and demands suffered and all costs and expenses incurred in any way, whether direct or indirect, arising from the End-User's breach of the EULA.

6 FORCE MAJEURE

- 6.1 Airbus shall not be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, epidemic, pandemic, flood, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, failures of suppliers, delays in deliveries to Airbus, telecommunication failures, or requirements or regulations of any civil or military authority (an "Event of Force Majeure").
- 6.2 If Airbus shall have been prevented from fulfilling its obligations due to an Event of Force Majeure for more than ninety (90) days then it shall be entitled to terminate the Agreement EULA upon service of written notice upon the Customer End-User, such termination to take effect on the date specified in the notice, without any liability in respect of the termination. The Customer End-User shall nevertheless be liable to pay to Airbus all sums due up to the date of termination.

7 WAIVER

The waiver by either Party of a breach or default of any of the provisions of the EULA by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have under the EULA operate as a waiver of any such breach or default by the other Party.

8 NOTICES

Any notice, request, instruction or other document to be given under the EULA shall be delivered or sent by first class post or by fax (such fax notice to be confirmed by letter posted immediately) to the address of the other Party set out in the EULA (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by fax) upon the expiration of 24 hours after dispatch.

9 INVALIDITY AND SEVERABILITY

If any provision of the EULA shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the other provisions of the EULA shall not be affected and shall remain in full force and effect. The Parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the EULA.

10 GOVERNMENT REQUIREMENTS

The Parties shall be responsible for complying with all applicable national and international laws and regulations, including laws and regulations applicable to import, export, re-export, and transfer/re-transfer. The End-User is advised that the Products may be subject to government export regulations. Accordingly the End-User warrants that any Products will not be exported from the UK unless prior approval in writing has been obtained from all regulatory authorities at the End-User's own expense. The End-User hereby undertakes to indemnify Airbus against any claims, losses, damages or expenses incurred by Airbus as a result of any breach by the End-User of this Article 10.1.

11 GENERAL

- 6.1 Each Party confirms that it has not relied upon any representation statement or undertaking not recorded in the EULA as an inducement to enter into it. No variation of the EULA will be valid unless confirmed in writing by an authorised signatory of each of the Parties.
- 6.2 This EULA shall be governed by and construed in accordance with English law. The Parties hereby agree to submit to the jurisdiction of the English courts.

12 COPYRIGHT AND LOGO

12.1 Third Party Copyright

Imagery Data used to produce the Global Seeps Products may be issued from the following satellites and the applicable copyrights are as follows:

- European Remote Sensing (ERS) satellites 1 and 2: © ESA
- RADARSAT Satellite: © MDA
- Japanese Earth Resources Satellite (JERS-1): ©JERS
- ENVISAT ASAR: © ESA
- ENVISAT ASAR Wide: © ESA
- Landsat TM: N/A
- ASTER: N/A

- Palsar: © Jaxa
- TerraSAR-X ScanSAR: "© DLR e.V. ____ (year of acquisition) and © Airbus DS GmbH ____ (year of production)."
- TerraSAR-X WideScanSAR: "© DLR e.V. ____ (year of acquisition) and © Airbus DS GmbH ____ (year of production)."
- Sentinel 1a / 1b © ESA

12.2 **Airbus Copyright**

The following copyright notice is attached to the Products " © _____20... (year of delivery on the Global Seeps Products and current year on the Portal) Distribution Airbus, all rights reserved"

The End-User acknowledges and agrees:

- the right of Airbus to copyright protection and/or protection against unauthorized use of the Products, in accordance with the applicable international copyright agreements.
- the exclusive title of Airbus to the Products (save for the Imagery Data the ownership of which is vested in Airbus's licensors) and the right of Airbus to protection against unauthorized extraction or reuse of such Products.

12.3 **Logo**



13 **PRIVACY NOTICE**

By accepting this EULA the End User acknowledges they have read and understand the Airbus Privacy Policy as found at:

<https://www.airbus.com/privacy-policy.html>
