

Non-exclusive license to use Sentinel-5P Level-3 Processor

SENTINEL-5P LEVEL-3 PROCESSOR STANDARD LICENCE

Non-Exclusive Licence to use SENTINEL-5P LEVEL-3 PROCESSOR for External Commercial Purpose

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This LICENCE is entered into by and between the LICENSEE and UP42.

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- (a) any company or other entity which directly or indirectly (i) controls the LICENSEE; (ii) is controlled by the LICENSEE or (iii) is a controlled subsidiary of the controlling company or entity of the LICENSEE; or
- (b) any other company declared, registered and previously authorised in writing by UP42.

PLATFORM: means the technical infrastructure including the data portal and APIs on which UP42 agrees to make available the PRODUCT.

PRODUCT: means the processing algorithm Sentinel-5P Level-3 Processor. It does not include images used to process the algorithm, such images being covered in the non-exclusive licence to use imagery that is supplied separately by the dedicated licensor.

Article 2 - Licence

2.1 Permitted Uses

- (a) to access and use the PRODUCT for internal purposes, which include internally generating analysis, information and modeling;
- (b) subject to UP42 proprietary rights in the PRODUCT, to include the PRODUCT on in LICENSEE'S internal server;
- (c) to process, enhance, or otherwise exploit the PRODUCT to produce DERIVATIVE WORKS for business purposes. This shall include but not be limited to the creation of extra features such as counting, measure, analytics, derive metrics, etc.

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The LICENSEE shall not, and shall guarantee that any LICENSEE'S AFFILIATES and/or contractor or consultant engaged as per the provisions of Article 2.1 does not, unless otherwise expressly provided in this LICENCE:

- (a) sell, lease, rent, sub-license or transfer the PRODUCT to any third party in any manner whatsoever;
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- (c) alter or remove any proprietary legend contained in or on the PRODUCT;
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- (e) use any type of electronic communication, including email and instant messaging services, to broadcast, publish or otherwise distribute the information to third parties not included in this LICENCE;
- (f) use any automatic system to perform speed and access tests to the PLATFORM; or
- (g) do anything not expressly permitted under Article 2.1.

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The financial cumulative liability of UP42 and of anybody having contributed to the development and/or production and/or delivery of the PRODUCT shall in any case be limited to five hundred euros (500€).

Article 5 – Miscellaneous

1. Unless otherwise specified by UP42, this LICENCE shall run for one (1) year as from the date of reception of the first deliverable by the LICENSEE under the Airbus and/or UP42 service subscription and shall be automatically terminated at the term of its subscription.
2. UP42 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 LICENSEE breaches any provision hereof or in case of governmental restriction from the French authorities. The LICENSEE shall have no claim to any kind of

indemnity in this case. Upon termination of this LICENCE, the LICENSEE shall return to UP42 the PRODUCT and all copies thereof and the streaming access shall be automatically terminated.

3. Unless otherwise expressly provided in this LICENCE, the LICENSEE shall not transfer part or all of this LICENCE or any information related to the login and password to get access to the PRODUCT to any third party, and shall indemnify and hold UP42 harmless in connection thereto.
4. In the event that any provision of this LICENCE is declared invalid or unenforceable, the remaining provisions hereof shall be applicable.
5. This LICENCE is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.