

**ONE ATLAS INTERNAL LICENCE****NON-EXCLUSIVE LICENCE TO USE BASEMAP FOR INTERNAL PURPOSE ONLY**

By downloading and/or manipulating and/or using BASEMAP, LICENSEE signifies that it unconditionally accepts all the terms and conditions of the present licence agreement (hereinafter referred to as the "LICENCE"). The acceptance by LICENSEE of this LICENCE is the condition upon which AIRBUS DS makes BASEMAP available to LICENSEE. LICENSEE of the BASEMAP shall guarantee that BASEMAP and any copy are used in strict compliance with the terms hereof.

This LICENCE is entered into by and between LICENSEE and AIRBUS DS.

**ARTICLE 1 – DEFINITIONS**

**AIRBUS DS:** means Airbus DS Geo SA.

**AFFILIATED LICENSEE:** means any legal commercial business entity or government agency, as identified by the LICENSEE to AIRBUS DS and accepted in writing by AIRBUS DS in the order confirmation. When the AFFILIATED LICENSEE is a government agency (civil agency, public department ...), it shall be deemed to be only such part of the government agency as located at the address to/from which BASEMAP is supplied/accessed, except upon AIRBUS DS' prior agreement in writing.

**BASEMAP:** means the off-the-shelf imagery layer made from AIRBUS DS satellite imagery that is provided to LICENSEE.

**DATABASE:** means LICENSEE's database in which BASEMAP is embedded. DATABASE shall protect BASEMAP in order to prevent any:

- extraction or reconstruction of BASEMAP,
- or any creation of a data set substantially similar to BASEMAP,

**DERIVATIVE WORKS or "DW":** means any derivative product or information developed by LICENSEE from BASEMAP, which does not contain any imagery data from the BASEMAP and is irreversible and uncoupled from the source imagery data of BASEMAP. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model (in any form whatsoever) derived from BASEMAP shall never be considered as DERIVATIVE WORKS.

**LICENSEE:** means the legal entity, private or public, which is supplied with BASEMAP and accepts this LICENCE, and/or its AFFILIATED LICENSEE.

**SCREENSHOT:** means the capture of BASEMAP as imbedded into DATABASE limited to the size of a screen (23 inches, 1920x1080 pixels) as an image file (.pdf, .jpeg, .tiff, .png, .pmp, .gif) or any format without georeferencing information, with or without rasters or vectors on top.

**VAP:** means any value-added product developed from BASEMAP by LICENSEE, which contains imagery data from BASEMAP, and resulting in a significant modification of BASEMAP, 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 BASEMAP shall always be considered as a VAP.

**ARTICLE 2 - LICENCE****2.1 Permitted Uses**

The LICENSEE is hereby granted by AIRBUS DS a limited, non-exclusive, non-transferable, licence:

- (a) to use BASEMAP for internal purposes only;
- (b) to embed BASEMAP, in part or in whole, into physical devices and/or software applications of the LICENSEE in order to create a DATABASE for internal use only;
- (c) to make BASEMAP and/or any DATABASE available to contractors and consultants, only for use on behalf of the LICENSEE, subject to such contractors and consultants, (I) to be bound by the same limitations on use as applicable to the LICENSEE, and (II) to return BASEMAP to the LICENSEE, and to keep no copy thereof, upon completion of the contracting or consulting engagement. The LICENSEE agrees to indemnify AIRBUS DS for any damages that arise from a violation of the preceding sentence.
- (d) to print or post a SCREENSHOT on an Internet site, for non-commercial use only, with the credit set forth in article 3.4 conspicuously displayed.

**Airbus DS Geo SA**

Société anonyme (325 089 589 R.C.S. Toulouse) with share capital of 18 022 949 €  
Registered office: 5 rue des Satellites – 31400 TOULOUSE – FRANCE  
TVA : FR 30325089589 – APE/NAF : 7112B

- (e) to use BASEMAP and/or DATABASE in the framework of a competitive analysis (such as benchmarking) for internal technical evaluation purposes only;

All rights not expressly granted by AIRBUS DS under the present Article 2.1 are hereby retained by AIRBUS DS.

## 2.2 Prohibited Uses

2.2.1 LICENSEE shall not, and shall guarantee that any contractor or consultant engaged as per the provisions of Article 2.1(f) **Erreur ! Source du renvoi introuvable.** does not:

- (a) use BASEMAP and/or DATABASE for any use other than internal use, especially, any commercial use
- (b) reproduce, transmit, disseminate, or make available in any way BASEMAP and/or DATABASE, in whole or in part, to any third party other than a contractor or consultant engaged as per the provisions of Article 2.1 (c), by any means, free of charge or in return for payment;
- (c) alter or remove any copyright notice or proprietary legend contained in or on BASEMAP and/or DATABASE and/or SCREENSHOT;
- (d) publish or communicate in any way a competitive analysis (such as benchmarking) of BASEMAP, and/or DATABASE and/or SCREENSHOT; except article 2.1 e);
- (e) use BASEMAP or VAP to improve the geographical location of imagery products through processes such as orthorectification or ground control point extraction, whether those imagery products are Airbus DS ones or not, and whether such improvement is for commercial gain or not; or
- (f) do anything not expressly permitted under Article 2.1.

2.2.2 Should LICENSEE decide to use the streaming access provided by AIRBUS DS, LICENSEE shall not, and shall guarantee that any contractor or consultant engaged as per the provisions of Article 2.1 (c) does not:

- (a) use automatic system to perform speed and access tests to BASEMAP and/or DATABASE; or
- (b) harvest BASEMAP and/or DATABASE by using automatic system scanning BASEMAP and/or DATABASE; or
- (c) consume more than 200 Mbytes per day. LICENSEE acknowledges and accepts that AIRBUS DS can monitor the consumption of BASEMAP (location, frequency, etc.).

## 2.3. Option to create VAP and/or DERIVATIVE WORKS from BASEMAP:

The LICENSEE is allowed to submit a request, at any time, to AIRBUS DS to be allowed to:

- create VAPs and DW; or
- create VAPs only; or
- create DW only.

In case of positive answer from AIRBUS DS, the VAP and DW will be subject to the same rights and obligations as the BASEMAP under the present license.

## ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

3.1 The data contained in BASEMAP are the property of:

- Centre National d'Études Spatiales (CNES) for PLEIADES satellites imagery data,
- AIRBUS DS for SPOT 6 and 7 satellites imagery data.

3.2 BASEMAP is protected by French and international copyright laws.

3.3 In addition, BASEMAP 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 BASEMAP or VAP or DATABASE or SCREENSHOT shall include the AIRBUS DS logo and the following credits conspicuously displayed:

- for Pleiades1A and Pleiades 1B: "© 20XX CNES / Airbus"
- for SPOT6 and SPOT7: "© 20XX Airbus"

or any other copyright notice Airbus DS may notify to LICENSEE from time to time.

## ARTICLE 4 – WARRANTY – LIABILITY

4.1 AIRBUS DS warrants that it has sufficient ownership rights in BASEMAP to make BASEMAP available to LICENSEE under the terms hereof.

4.2 BASEMAP is complex; AIRBUS DS does not warrant that BASEMAP is free of bugs, errors, defects or omissions, and that operation of BASEMAP will be error-free or uninterrupted nor that all non-conformities will or can be corrected. It does not warrant that BASEMAP shall meet LICENSEE's requirements or expectations, or shall be fit for LICENSEE's intended purposes. There are no express or implied warranties of fitness or merchantability given in connection with the use of BASEMAP or any other warranty. AIRBUS DS disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.

### Airbus DS Geo SA

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- 4.3** In no event shall AIRBUS DS, nor its licensors, nor anybody having contributed to development and/or production and/or delivery of BASEMAP, be liable for any claim, damage or loss incurred by LICENSEE, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use BASEMAP, and shall not be subject to legal action in this respect.  
The financial cumulative liability of AIRBUS DS and its licensors and of anybody having contributed to the development and/or production and/or delivery of BASEMAP shall in any case be limited to five hundred euros (500€).

#### **ARTICLE 5 – MISCELLANEOUS**

- 5.1** Unless otherwise specified by AIRBUS DS, this LICENCE shall run for one (1) year from the date BASEMAP is made available to LICENSEE.
- 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 LICENSEE breaches any provision hereof or in case of governmental restriction from the French authorities. LICENSEE shall have no claim to any kind of indemnity in this case. Upon termination or expiration of this LICENCE, LICENSEE shall return to AIRBUS DS BASEMAP and VAP and all copies thereof.
- 5.3** LICENSEE shall not transfer part or all of this LICENCE or any information related to the login and password to get access to BASEMAP.
- 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 Paris, France.

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(Date)

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(Name of LICENSEE)

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(Name of the representative of LICENSEE)

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(Title of the representative of LICENSEE)

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(Signature of the representative of LICENSEE)

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