

## R&amp;D LICENCE

**NON-EXCLUSIVE LICENCE TO USE STANDARD PRODUCT FOR R&D PURPOSE ONLY**

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

This LICENCE is entered into by and between the END-USER and AIRBUS DS.

**ARTICLE 1 – DEFINITIONS**

**"AFFILIATED END-USER"**: means the users of the PRODUCT which are engaged in a JOINT PROJECT with the END-USER, as identified by the END-USER to AIRBUS DS and accepted in writing by AIRBUS DS. When the AFFILIATED END-USER 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 which the PRODUCT is supplied, except upon AIRBUS DS' prior agreement in writing.

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

**"DERIVATIVE WORKS"**: means any derivative product or information developed by the END-USER or its AFFILIATE END-USERS from the PRODUCT, which does not contain any imagery data or height information from the PRODUCT and is irreversible and uncoupled from the source imagery data of the PRODUCT.

**"END-USER"**: refers to United Kingdom Space Agency (UKSA) an executive agency of the UK Government based at Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1SZ

**"EXTRACT"**: means either an extract of a PRODUCT or Value-Add Product (VAP) with the exception of WorldDEM products supplied under this Licence which may consist of:

- an extract of 1024 x 1024 pixels maximum; or
- if supplied with the PRODUCT (preview file) by AIRBUS DS, the sub-sample (ratio 32 toward original PAN - 8 toward original XS) of the original image of the PRODUCT; or

**"JOINT PROJECT"**: means either of the following

- Hackathons with multiple AFFILIATE END-USERS consisting of circa 20 AFFILIATE END-USERS per hackathon. The AFFILIATE END-USERS may include SMEs/Academia/NGOs/UK Public Sector organizations. A register of AFFILIATE END-USERS will be provided and access to data to be rescinded upon completion of Hackathon
- Data challenges with multiple AFFILIATE END-USERS. Participants may include SMEs/Academia/NGOs/UK Public Sector organizations. Expressions of interest to participate will be sought and access to data to be rescinded once the project has been demonstrated/presented to the challenge judging panel

Projects to be established with UKSA support, users from across the public sector held during the license period. The UKSA must advise Airbus DS of these events in advance and provide details of the organizations accessing the PRODUCT for these events.

**"PRODUCT"**: means the standard product(s) supplied to the END-USER for use during the JOINT PROJECT for technical evaluation purposes.

**"R&D USE"**: means the use of the PRODUCT within the frame of a JOINT PROJECT for academic research and/or research and development activities. R&D USE excludes any competitive analysis (such as benchmarking) and any commercial and/or consulting activities.

**"VAP"**: means any product developed by the END-USER or its AFFILIATE END-USERS, which contains imagery data or height information from the PRODUCT, and resulting in a significant modification of the PRODUCT, through technical manipulations and/or addition of other data.

**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

## ARTICLE 2 - LICENCE

### 2.1 Permitted Uses

The END-USER is hereby granted by AIRBUS DS 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) for the Permitted Uses specified in this Article 2.1;
- (c) to use the PRODUCT for internal R&D USE purposes only;
- (d) to alter or modify the PRODUCT to produce VAP and/or DERIVATIVE WORKS for internal R&D USE purposes only;
- (e) to use any VAP for internal R&D USE purposes only;
- (f) to freely use and share DERIVATIVE WORKS;
- (g) to make the PRODUCT and/or any VAP available to AFFILIATED END-USERS, for internal R&D USE purposes only during the JOINT PROJECT subject to such AFFILIATED END-USERS 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 to the END-USER, and to keep no copy thereof, upon completion of the Joint Project.
- (h) to print one EXTRACT of the PRODUCT for internal R&D USE purposes only, with the credit of the corresponding PRODUCT mentioned in article 3.4 conspicuously displayed and written in full.

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-USERS engaged as per the provisions of Article 2.1 (g) does not:

- (a) use the PRODUCT, VAP for any use other than internal R&D USE in the frame of the JOINT PROJECT, especially, any commercial use;
- (b) use the DW for any commercial use;
- (c) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT;
- (d) reproduce, transmit, disseminate, or make available in any way the PRODUCT and/or any VAP, in whole or in part, to any third party other than an AFFILIATED END-USER engaged as per the provisions of Article 2.1 (g), by any means, free of charge or in return for payment;
- (e) transfer the PRODUCT outside of the territory of establishment of the END-USER; or
- (f) do anything not expressly permitted under Article 2.1.

### 2.3 Results from R&D

The END-USER shall inform AIRBUS DS of the results of the evaluation it has performed.

## ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

**3.1** The data contained in the PRODUCT 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 ;
- Airbus Defence and Space Ltd for UK-DMC2 data

**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/or EXTRACT, when displayed and/or printed in accordance with the Permitted Uses specified in Article 2.1 shall include the AIRBUS DS logo and the following credits conspicuously displayed:

- For PLEIADES satellite imagery data: "© CNES (year of acquisition), Distribution AIRBUS DS"
- For SPOT 6 and 7 imagery data: "© Airbus DS/Spot Image (year of acquisition)"
- For UK-DMC2 satellite imagery data : "UK-DMC2 © (year of acquisition) Airbus DS"

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**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 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 Articles 4.1 and 4.2.
- 4.3 In no event shall AIRBUS DS, nor its licensors, 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, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary 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 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**

- 5.1 This LICENCE shall run for two (2) year.plus one (1) year contract extension if agreed by prior written consent. It is granted free of royalties.
- 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.
- 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.

(Date)

(Name of the organization of the END USER)

(Name of the representative of the END USER)

(Title of the representative of the END USER)

(Signature of the representative of the END USER)

**APPENDIX A**  
**LIST OF AFFILIATED END-USERS**

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