

**END USER LICENSE AGREEMENT**

for

**Radar Constellation data and any derived products  
for Commercial Use****Single User License**

between **Airbus Defence and Space GmbH**  
**Claude-Dornier-Strasse**  
**88090 Immenstaad** and **END USER**  
**Germany**  
**hereinafter called AIRBUS Defence**  
**and Space**

Under the terms and conditions of this End User License Agreement (EULA), AIRBUS Defence and Space grants to the END USER a non-exclusive, non-transferable license to use Radar Constellation data and any derived products.

Radar Constellation data are data from the German Earth observation satellites TerraSAR-X (TSX) and TanDEM-X (TDX) and the Spanish PAZ satellite - all three satellites operating in the same orbit tube, featuring identical ground swaths and flexible acquisition modes and forming a constellation.

This license is applicable to all Radar Constellation data and any derived products. The license does not apply to Derivative Works with the limits stated in the point 1.2.d). For the purposes of this EULA, Derivative Works refers to any products or information, developed by the END USER, from the Radar Constellation data as well as any products created from Radar Constellation data but which does not contain any original imagery data in an "as-is" format. Derivative Works also refers to any products which are irreversible and uncoupled from the source data and in which the Radar Constellation origin is not recognizable. Digital Elevation Models (DEM) extracted from Radar Constellation data (in any form whatsoever, i.e. databases) will be considered as derived products and not as Derivative Works.

END USER means either the person, acting in his own name, or the organization, which is supplied with the product and accepts this EULA. When the product is supplied to a public entity (civil agency, public department) the END USER shall be deemed to be only such part of the public entity as located at the address to which the product is supplied, except upon prior written agreement from AIRBUS Defence and Space.

In accordance with AIRBUS Defence and Space licensing and pricing structure, this EULA applies to all Radar Constellation data and any derived products purchased by the END USER from AIRBUS Defence and Space. This license permits use of the Radar Constellation data and any derived products by one person/organization as identified by the END USER at the time of purchase.

**1. LICENSE**

All TerraSAR-X (TSX)/ TanDEM-X (TDX) data is property of the Federal Republic of Germany represented by the Deutsches Zentrum für Luft-und Raumfahrt e. V. (DLR) and subject to the "Satellite Data Security Act (SatDSiG)".

All PAZ data is property of Hisdesat Servicios Estratégicos S.A., Spain and are governed by Spanish Regulations and licensors instructions and therefore subject to be limited or rejected by Hisdesat Servicios Estratégicos S.A. accordingly.

Therefore the END USER shall only be granted non-exclusive, non-transferable and limited rights to use Radar Constellation data and any derived products according to this EULA; this point must be acknowledged before any use.

### **1.1 Permitted Rights:**

The END-USER is hereby granted the right:

- a) to install the Radar Constellation data and any derived products on as many individual computers as needed in its premises, including internal computer network;
- b) to use the Radar Constellation data and any derived products only for its own internal needs;
- c) to alter or modify delivered Radar Constellation data and any derived products by himself or his contractor(s). The END USER has to inform AIRBUS Defence and Space in advance about the contractor(s) and shall ensure that his contractor(s) will use Radar Constellation data and any derived products only for the purpose of the contract given by the END USER, and shall keep no copy of any and all Radar Constellation data, any derived products and the altered and/or modified Radar Constellation data and any derived products upon completion of the contract given by the END USER.
- d) to publish Radar Constellation data, any derived products and the altered and/or modified Radar Constellation data and any derived products as hardcopy prints and in presentations, with the exception, valid for Radar Constellation data from PAZ satellite origin only as specified in point 1.2.d) below and provided that the END USER conspicuously marks the copyright/proprietary right notice listed in Art 2. Such publishing shall be used for END USER business promotion purposes only.
- e) to post derived products as browse images or equivalent (resampled to 20 meters) to internet web sites after notifying AIRBUS Defence and Space of the URL that will be used and the contents that will be published, provided that the END USER conspicuously marks the copyright /proprietary right notice listed in Art 2. Such posting shall be used for END USER business promotion purposes only. In no event this EULA allows downloading of the posting by third parties, nor using to distribute, sell, assign, dispose of, lease, sublicense or transfer such posting.

All permitted rights not expressly granted above are hereby retained by AIRBUS Defence and Space and its licensors.

### **1.2 Explicitly Prohibited Uses:**

The END-USER shall not and shall guarantee that any contractor or consultant engaged as per the provisions of Article 1.1 c) does not:

- a) assign the license to third parties or to grant sublicenses;
- b) alter or remove any copyright notice or proprietary legend contained in or on the Radar Constellation data and any derived products;
- c) publish, distribute or transfer in any way the digital format of Radar Constellation data and/or Quicklooks.
- d) For Radar Constellation data from PAZ satellite origin only the following additional prohibitions and restrictions apply for publishing or posting in any form (hardcopy, presentations, websites, displaying map-based products etc.):
  - For PAZ and derived products, rights to reference PAZ and/or its owner Hisdesat Servicios Estratégicos S.A. prohibited in all use cases related to Security, Defence or Intelligence, if not expressly permitted in writing.
  - For Derivative Works, rights to reference PAZ and/or its owner Hisdesat Servicios Estratégicos S.A. as source, if not expressly permitted in writing.

## **2. INTELLECTUAL PROPERTY RIGHTS**

For Radar Constellation data from TerraSAR-X (TSX)/ TanDEM-X (TDX) satellite origin delivered to the END USER remains the property of the Federal Republic of Germany represented by the Deutsche Zentrum für Luft-und Raumfahrt e. V. (DLR). TerraSAR-X data and any derived products are the intellectual property of AIRBUS Defence and Space.

For Radar Constellation data from PAZ satellite origin delivered to the END USER remains the property of Hisdesat Servicios Estratégicos S.A. PAZ data and any derived products are the intellectual property of Hisdesat Servicios Estratégicos S.A.

AIRBUS Defence and Space affirms that it has the right to make the Radar Constellation data available to the END-USER under the terms of this EULA hereof. AIRBUS Defence and Space and its licensors reserve all intellectual property rights not expressly granted to the END USER acc. Art. 1. Any right to sublicensing by the END USER is explicitly excluded from this EULA.

The END USER recognizes AIRBUS Defence and Space's and its licensors right to copyright protection and/or protection against unauthorized use of Radar Constellation data and any derived products, in accordance with the copyright laws of Germany, Spain and applicable international agreements.

This License does not give the right to the use of AIRBUS Defence and Space and/or its licensors. trademarks or logos unless explicitly authorized. Unless otherwise communicated by AIRBUS Defence and Space, the copyright statement applies to all Radar Constellation data depending of the satellite origin and any derived products distributed by AIRBUS Defence and Space as follows:

The End User is obliged to visually affix on or in the data or on the network used when displayed in accordance with the permitted uses specified in this EULA the following copyright/proprietary right notice:

For Radar Constellation data from TerraSAR-X (TSX)/ TanDEM-X (TDX) satellite origin and/or derived products:

Copyright attribution notice: "© DLR e.V. <YYYY> (year of acquisition), Distribution by Airbus Defence and Space GmbH".

Alternatively, the copyright notice for derived products including TerraSAR-X (TSX)/ TanDEM-X (TDX) data is: "©DLR e.V. <YYYY> and © Airbus Defense and Space GmbH".

For Radar Constellation data from PAZ satellite origin:

Copyright attribution notice: PAZ satellite image © Hisdesat Servicios Estratégicos S.A., <YYYY> (year of acquisition)".

Alternatively, the copyright notice for derived products including PAZ data is: "©Hisdesat Servicios Estratégicos S.A., <YYYY>".

The END USER may be held responsible for any copyright infringement caused by the END USER's failure to comply. The END USER shall take all reasonable steps to protect Radar Constellation data and any derived products from misuse, unauthorized duplication or distribution and shall notify AIRBUS Defence and Space immediately should any abuse occur.

### **3. WARRANTY**

AIRBUS Defence and Space does not guarantee that Radar Constellation data and any derived products are free of errors, defects or omissions.

AIRBUS Defence and Space does not guarantee that Radar Constellation data and any derived products meet the END USER's requirements or expectations, or are fit for the END USER's intended purposes. There are no expressed or implied warranties of fitness or marketability given in connection with the sale or use of Radar Constellation data and any derived products. AIRBUS Defence and Space disavows all other guarantees not expressly provided in this EULA.

In the event that the medium on which the Radar Constellation data and any derived products supplied by AIRBUS Defence and Space to the END USER is deficient, as demonstrated by the END USER and accepted by AIRBUS Defence and Space, AIRBUS Defence and Space shall replace said medium. For any such claim for replacement, AIRBUS Defence and Space shall be notified within ten (10) days after delivery to the END USER of the Radar Constellation data and any derived products.

In no event shall AIRBUS Defence and Space, nor anybody having contributed to development and/or production and/or delivery of Radar Constellation data and any derived products, 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 Radar Constellation data and any derived products, and shall not be subject to legal action in this respect.

The financial cumulative liability of AIRBUS Defence and Space, and of anybody having contributed to developing and/or production and/or delivery of the data and any derived products, is limited to distribution of the data and any derived products and shall not in any case exceed the price paid by the END-USER to purchase the data and any derived products.

#### **4. TERM, TERMINATION**

This EULA shall run for an unlimited term.

Termination for cause is possible, particularly in the case of breach by the END USER of one of the obligations under this EULA. AIRBUS Defence and Space may, in addition to all other remedies to which it may be entitled under this EULA or at law, terminate immediately this EULA by notice in writing if the END USER breaches any provision of this EULA.

The END USER shall have no right whatsoever to demand compensation or damages as a consequence of the termination of this license by AIRBUS Defence and Space. Upon termination, the END USER shall return all Radar Constellation data and derived products to AIRBUS Defence and Space.

#### **5. MISCELLANEOUS**

This EULA shall be construed in accordance with and governed by the laws of Germany. The exclusive place of jurisdiction for all obligations of the END USER shall be the registered office of AIRBUS Defence and Space.

Notwithstanding the above, AIRBUS Defence and Space may seek injunctive relief in any court of competent jurisdiction against the END USER for improper use or disclosure of Radar Constellation data and any derived products.

The END USER shall be responsible for the payment of any taxes, fees, duties or levies on the Radar Constellation data and any derived products arising out this EULA.

Any change of this EULA must be made in writing; no collateral agreements to this EULA have been made.

The invalidity in whole or in part of any provision of this EULA shall not void or affect the validity of any other provision or the total EULA. The parties agree to modify the invalid provision in such a way as to achieve a valid provision.