

END USER LICENSE AGREEMENT

Non-Exclusive License to use WorldDEM-Product

Single User License

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

The END-USER accepts and agrees to be bound by the terms of this End-User License Agreement ("EULA") by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of the PRODUCT; (b) breaking the seal on the package containing the PRODUCT; (c) downloading or installing or manipulating the PRODUCT on any computer; (d) paying in whole or in part for the PRODUCT; (e) making available any Derivative Works; (f) damaging or destroying the PRODUCT; (g) retaining the PRODUCT for more than fourteen (14) calendar days following receipt thereof.

This EULA is entered into by and between the END-USER and Airbus Defence and Space GmbH ("Airbus DS"), an entity of Airbus Defence and Space, a division of Airbus Group.

ARTICLE 1 - DEFINITIONS

"DERIVATIVE WORKS": means any product or information, developed by the END-USER, from the PRODUCT which does not contain any height information from the PRODUCT and is irreversible and uncoupled from the source PRODUCT and in which the PRODUCT origin is not recognizable. Notwithstanding the foregoing, any Digital Elevation Model (DEM) or Digital Terrain Model derived from the PRODUCT (in any form whatsoever, i.e. databases) shall never be considered as DERIVATIVE WORKS.

"END-USER": means either the person, acting in his own name, or the legal commercial business entity, including its possible offices and branches in its country of residence, 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 DS.

"PRODUCT": means WorldDEM_{core}, and any other data/geo-information product derived from the TanDEM-X Mission data produced by Airbus DS (e.g WorldDEM, WorldDEM DTM).

"VALUE ADDED PRODUCT ("VAP")": means any product developed by the END-USER, which contains height information from the PRODUCT, and resulting in a modification of the PRODUCT, 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 a PRODUCT shall always be considered as a VAP.

"WorldDEM_{core}": means the unedited digital surface model derived from the TanDEM-X Mission data and distributed by Airbus DS.

ARTICLE 2: LICENSE

2.1 Permitted Uses:

Under the terms and conditions of this EULA, Airbus DS grants to the END-USER a limited, non-exclusive, non-transferable license:

- a) to use the PRODUCT for its own internal needs;
- b) to make an unlimited number of copies of the PRODUCT for the Permitted Uses specified in this Article 2.1;
- c) to install the PRODUCT on as many individual computers as needed in its premises, including internal computer network for the Permitted Uses specified in this Article 2.1;
- d) to alter or modify the PRODUCT to produce VAP and/or DERIVATIVE WORKS;
- e) to use any VAP for its own internal needs;
- f) to make the PRODUCT and/or any VAP available to contractors and consultants, only for use on behalf of the END-USER for the Permitted Uses specified in this Article 2.1, and only after prior written agreement of Airbus DS and subject to such contractors and consultants 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 and/or any derived products to the END-USER, and to keep no copy thereof, upon completion of the contracting or consulting engagement;
- g) to publish the PRODUCT and any VAP as hardcopy prints and in presentations, provided that the END-USER conspicuously marks the copyright with the credit as indicated in Article 3.3 below.

Such publishing shall be used for END-USER business promotion purposes only;

- h) to post the PRODUCT and/or VAP as browsable image or equivalent (without containing any height information) to Internet web sites after notifying Airbus DS of the URL that will be used, provided that the END-USER conspicuously marks the copyright as indicated in Article 3.3 below. Such posting shall be used for END-USER business promotion purposes only. In no event does this Agreement allow the downloading of the posting by third parties, nor using to distribute, sell, assign, dispose of, lease, sublicense or transfer such posting; and
- i) to freely use and distribute DERIVATIVE WORKS.

All permitted rights not expressly granted above are hereby retained by Airbus DS.

2.2 Prohibited Uses:

- a) The END-USER recognizes and agrees that the PRODUCT is and shall remain the property of Airbus DS and/or its licensor, and contains proprietary information of Airbus DS and thus is provided to the END-USER on a confidential basis and under the terms and conditions of this EULA.
- b) Furthermore, the END-USER recognizes and agrees that the PRODUCT is subject to the "Satellitendatensicherheitsgesetz (SatDSiG)" (German Satellite Data Security Act). The END-USER shall comply with such regulations.
- c) The END-USER shall not, and shall guarantee that any contractor or consultant engaged as per the provisions of Article 2.1(f) does not:
- d) sublicense, sell, rent or lease or otherwise transfer or assign the PRODUCT or VAP to a third party, except as provided in Article 2.1 (f);
- e) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT and any VAP;
- f) publish, distribute or transfer in any way the digital format of the PRODUCT;
- g) use a PRODUCT in the framework of competitive analysis (such as benchmarking); or
- h) do anything not expressly permitted under Article 2.1.

ARTICLE 3: INTELLECTUAL PROPERTY RIGHTS

3.1 The satellite data contained in the PRODUCT is the property of the Deutsche Zentrum für Luft- und Raumfahrt e. V. (DLR) and is protected in accordance with the copyright laws of Germany and applicable international laws.

The PRODUCTS except the WorldDEM_{core} are produced by Airbus DS. They are the property of Airbus DS and are protected in accordance with the copyright laws of Germany and applicable international laws.

3.2 This License does not give the right to the use of Airbus DS trademarks or logos unless explicitly authorized by Airbus DS. Unless otherwise communicated by Airbus DS the copyright statement applies to all PRODUCTS distributed by Airbus DS and any VAP.

3.3 The PRODUCT, when displayed in accordance with the Permitted Uses specified in Article 2.1 shall include the following credit conspicuously displayed and written in full:

- For WorldDEM_{core}:
"© DLR e.V. ____ (year of acquisition), Distribution: Airbus DS/Airbus Defence and Space GmbH."
- For PRODUCTS other than WorldDEM_{core}:
"© DLR e.V. ____ (year of acquisition) and © Airbus DS/Airbus Defence and Space GmbH ____ (year of production)."

ARTICLE 4: WARRANTY

4.1 Airbus DS warrants that it is authorized to grant the license for the right to use the PRODUCT to the END-USER under the terms of this EULA.

4.2 Airbus DS does not warrant that the PRODUCT is free of bugs, errors, defects or omissions, and that the operation of the PRODUCT will be error-free or uninterrupted nor that all non-conformities can be corrected. Airbus DS does not warrant that the PRODUCT will meet the END-USER's requirements or expectations, or will fit for the END-USER's intended purposes. There are no expressed or implied warranties of fitness or merchantability given in connection with the sale or use of the PRODUCT. Airbus DS disclaims all other warranties not expressly provided in Articles 4.1 and 4.2.

In case the medium on which the PRODUCT is supplied by Airbus DS to the END-USER is defective, as demonstrated by the END-USER, Airbus DS shall replace the concerned medium with the PRODUCT. Any such claim shall be notified to Airbus DS within fourteen (14) calendar days after delivery of the PRODUCT by Airbus DS.

ARTICLE 5: LIABILITY

5.1 In cases of gross negligence and willful intent Airbus DS will be liable according applicable law.

5.2 In cases of slight negligence – with the exception of cases of injury to life, body or health – Airbus DS shall be liable only insofar as essential contractual obligations, basic and fundamental duties and obligations resulting from the contractual relationship which are of particular importance for the proper fulfilment of the contract, are infringed and such liability shall be limited to typical and foreseeable damages.

5.3 In cases of Article 5.2 any liability for indirect, consequential or unforeseeable damages, such as but not limited to loss of profit, stand-by cost, recovery cost, lost savings and economic loss due to a third party claim, are hereby excluded.

5.4 In cases of Article 5.2 the overall cumulative liability of Airbus DS shall not exceed the price paid by the END-USER to Airbus DS for the PRODUCT from which such loss or damage directly arose.

5.5 Any further reaching liability than provided in these terms and conditions shall – regardless of the legal basis of such claim – be excluded.

5.6 In so far as the liability of Airbus DS is excluded or limited pursuant to Articles 5.2, 5.3, 5.4 and 5.5 hereof this shall also apply to the personal liability of any employee, representative, assistant, agent and any other person engaged in the performance of Airbus DS obligations.

ARTICLE 6: MISCELLANEOUS

6.1 This EULA shall run for the entire term of protection of German Intellectual Property rights inherent in the PRODUCT. Airbus DS 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 hereof. The END-USER shall have no claim to any kind of refund in this case. Upon termination, the END-USER shall return to Airbus DS all the PRODUCT and VAP.

6.2 The END-USER shall not assign or transfer part or all of this EULA unless it has obtained Airbus DS written consent.

6.3 Any change of this EULA must be made in writing.

6.4 In the event that any provision of this EULA is declared invalid or unenforceable, the remaining provisions hereof shall be applicable.

6.5 This Agreement shall be governed by the laws of Germany. The exclusive place of jurisdiction for all disputes shall be Munich, Germany.

Annex 1:

The following data resources have been used to enhance data material (gap filling) of the WorldDEM™:

- ASTER Global Digital Elevation Map retrieved from <https://asterweb.jpl.nasa.gov/gdem.asp>, NASA/METI/AIST/Japan Space Systems, and U.S./Japan ASTER Science Team
- STRM Digital Elevation Data retrieved from <http://earthexplorer.usgs.gov/> and from <http://srtm.csi.cgiar.org/> U.S. Geological Survey, https://lta.cr.usgs.gov/sites/default/files/Data%20Citation_1.pdf
- GMTED2010 Elevation Data retrieved from <http://earthexplorer.usgs.gov/> produced by the U.S. Geological Survey, https://lta.cr.usgs.gov/sites/default/files/Data%20Citation_1.pdf
- NASA LP DAAC, 2013, NASA Shuttle Radar Topography Mission Global 1 arc second, Version 3.0. NASA EOSDIS Land Processes DAAC, 2013 USGS Earth Resources Observation and Science (EROS) Center, Sioux Falls, South Dakota (<https://lpdaac.usgs.gov/>), accessed May 2nd 2017 at <https://doi.org/10.5067/MEaSURES/SRTM/SRTMGL1.003>.
- ALOS World 3D-30m (AW3D30) provided by Japan Aerospace Exploration Agency (JAXA)