
END-USER LICENSE AGREEMENT (EULA)

For Pixel Factory™ Neo through UP42

NON-EXCLUSIVE LICENSE TO USE PIXEL FACTORY™ NEO

The END-USER accepts and agrees to be bound by the terms of this End-User License Agreement (“EULA”) by signing it.

This EULA is entered into by and between the END-USER and Airbus Defence and Space SAS, an entity of AIRBUS Group.

In the event of an upgrade of the PRODUCT by AIRBUS DS and unless otherwise agreed, the present EULA will remain applicable to the END-USER.

AIRBUS DS and the END-USER shall be referred to together as the “**Parties**” and individually as the “**Party**”.

Article 1 – Definitions

AIRBUS DS: means Airbus Defence and Space SAS.

AUTHORIZED SENSORS: means the sensors which are supplied according to the configuration ordered by the END-USER.

CONFIDENTIAL INFORMATION: means without limitation, the substantive terms of this EULA, the PRODUCT and Documentation, a Party’s methods of operation, information about future product releases and launch dates, unannounced product plans, customer lists, any written materials marked as confidential and any other information which reasonably should be understood to be confidential. Confidential Information does not include information that a Party can prove (i) is now or later becomes generally available to the public without fault of the Party who received such information (“**Recipient**”) from the other party (“**Discloser**”); (ii) was rightfully in Recipient’s possession prior to its disclosure by Discloser (iii) is independently developed by Recipient without the use of any Confidential Information of Discloser; or (iv) is rightfully obtained by Recipient from a third party who has the right to disclose it.

DESIGNATED LOCATION: means the location of the SYSTEM ENVIRONMENT on which the PRODUCT is installed. The designated location is UP42 platform.

DOCUMENTATION: means the manual and related materials supplied with respect to the PRODUCT.

END-USER: means either the person, acting in its own name, or the legal commercial business entity, including its possible offices and branches in its country of residence, or the government agency, which is supplied with the PRODUCT and accepts this EULA. When the PRODUCT is supplied to a government entity (civil agency, public department, ...), the END-USER shall be deemed to be only such part of the government entity as located at the address to which the PRODUCT is supplied, except upon AIRBUS DS’ prior agreement in writing.

IMAGERY: means any imagery acquired from AUTHORIZED SENSORS to be processed within the PRODUCT.

PRODUCT: means the Geoprocessing algorithm part of the Pixel Factory™ Neo delivered in object code supplied by Airbus DS to the End-User through UP42.

SYSTEM ENVIRONMENT: means the Cloud environment provided by UP42 in which the PRODUCT is installed.

TERRITORY: shall mean the territory as defined in the order form signed by the END-USER.

VALUE ADDED PRODUCT or “VAP”: means any value added product developed by END-USER from IMAGERY of the world by using the PRODUCT in the conditions of the EULA.

Article 2 – License

2.1 Permitted Uses

Subject to the terms and conditions of this EULA, AIRBUS DS hereby grants to the END-USER, and the END-USER accepts from AIRBUS DS, a perpetual, paying, personal, non-transferable, non-exclusive license to:

- use the PRODUCT at the DESIGNATED LOCATION in order to process IMAGERY and produce VALUE ADDED PRODUCTS;
- use VALUE ADDED PRODUCT for its own internal needs;
- use, commercialize and distribute any VALUE ADDED PRODUCTS for END-USER's customers located in the TERRITORY subject to the terms and conditions of the corresponding license provided by the AUTHORIZED SENSOR data provider;
- use the DOCUMENTATION related to the PRODUCT

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

2.2 Prohibited uses

As a condition of the EULA set forth in Article 2.1 above, the END-USER shall not:

- reverse engineer, disassemble or decompile any part of the PRODUCT or attempt to access or create the source code for the PRODUCT; and/or
- grant to a third party any right on the PRODUCT and/or the DOCUMENTATION, unless approved by AIRBUS DS in advance in writing; and/or
- remove, alter or modify any trademark, copyright, patent or other proprietary or intellectual property rights notice affixed to or contained in the PRODUCT and/or the DOCUMENTATION ; and/or
- do anything not expressly authorized under this EULA; and/or
- allow any third party to do any of the foregoing.

Article 3 – Copyright - Intellectual Property

The END-USER shall have no title to or ownership in the PRODUCT or the DOCUMENTATION, or any copies or part thereof, regardless of the form on which the original and any copies may exist. In the frame of the present EULA, the END-USER is not licensed to sale, offer for sale, or distribute the PRODUCT.

The END-USER acknowledges that the PRODUCT and the DOCUMENTATION are protected by copyright, patent and trademark laws, including international treaties, and other laws protecting intellectual property. The END-USER shall not alter or remove the copyright specified in the PRODUCT.

The END-USER agrees to secure and protect the PRODUCT in a manner consistent with AIRBUS DS rights therein. Infringement of AIRBUS DS' Intellectual Property Rights shall be the basis for immediate termination of the EULA.

Article 4 – Confidentiality

4.1 Use and Disclosure

Each Party agrees that it will not disclose to any person or use for any purpose except as expressly permitted by this EULA, any Confidential Information of Discloser. Recipient may disclose Confidential Information only to its employees who need to know such information. Recipient shall inform such employees of Recipient's obligations of confidentiality. Confidentiality obligations shall survive for five (5) years from the date of the signature of the EULA and in the case of the PRODUCT for the term of any intellectual property right associated therewith.

4.2 Security

Each Party agrees to carefully and continuously control use and disclosure of the other Party's Confidential Information, and to treat it with at least the same level of protection as it affords its own Confidential Information of similar nature, but not less than a commercially reasonable level of protection. Recipient shall maintain Confidential Information in a safe and secure place and shall not copy Confidential Information except to the extent necessary for the purposes of this EULA. Recipient shall promptly notify Discloser if it becomes aware of any unauthorized disclosure or use of Discloser's Confidential Information, and shall take all reasonable steps requested by Discloser to remedy the same.

Article 5– Warranty - Liability

5.1 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.

5.2 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 sale or use of this PRODUCT. AIRBUS DS disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.

In case the PRODUCT delivered directly by AIRBUS DS is substantially different from the applicable technical specifications of the PRODUCT ordered or if the medium on which the PRODUCT is supplied by AIRBUS DS to the END-USER is defective, as demonstrated by the END-USER and accepted by AIRBUS DS, AIRBUS DS shall, at its sole discretion and subject to prior return of the PRODUCT and all copies thereof to AIRBUS DS, either replace the concerned PRODUCT or refund the price paid by the END-USER for the PRODUCT. Any such claim shall be notified to AIRBUS DS within seven (7) calendar days after delivery of the PRODUCT by AIRBUS DS. After this period, the PRODUCT shall be considered as being compliant with the specifications and unconditionally and irrevocably accepted by the END-USER.

5.3 In no event shall AIRBUS DS, nor anybody having contributed to the 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 of anybody having contributed to the development and/or production and/or delivery of the PRODUCT shall not in any case exceed the price paid by the END-USER for the PRODUCT from which such loss or damage directly arose.

Article 6 – Miscellaneous

This EULA shall run for an unlimited term. 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 all PRODUCT and VAP and all copies thereof to AIRBUS DS.

The END-USER shall not transfer part or all of this EULA unless it has obtained AIRBUS DS' prior written consent.

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

This EULA is governed by the laws of France. All disputes shall be referred to the courts of Paris, France.

Signature of the END-USER:

Name of the END-USER:

Name of legal representative of the END-USER:

Date: