

STANDARD LICENCE**NON-EXCLUSIVE LICENCE TO USE VISION-1 SATELLITE PRODUCTS**

The END-USER accepts and agrees to be bound by the terms of this Licence Agreement (“**LICENCE**”) by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of the PRODUCTS; (b) breaking the seal on the package containing the PRODUCTS; (c) downloading or installing or manipulating the PRODUCTS on any computer; (d) paying in whole or in part for the PRODUCTS; (e) making available any DERIVATIVE WORKS; (f) damaging or destroying the PRODUCTS; (g) retaining the PRODUCTS for more than 7 days following receipt thereof.

This LICENCE is made between the END-USER and AIRBUS.

ARTICLE 1 - DEFINITIONS

“**AFFILIATED END-USER**”: means any legal entity engaged in a joint project with the END-USER, as identified by the END-USER to AIRBUS and agreed in writing by AIRBUS in the acceptance of the END-USER’S order up to the maximum number of entities or individuals stated in the acceptance of the END-USER’S order by AIRBUS. If the AFFILIATED END-USER is a government agency it shall be deemed to be only such part and such individuals of the government agency as is located at the address to which the PRODUCTS are supplied, except upon AIRBUS’ prior agreement in writing.

“**AIRBUS**”: means Airbus Defence and Space Limited, a company registered in England and Wales under company number 2449259 and having its registered office at Gunnels Wood Road, Stevenage, Hertfordshire SG1 2AS.

“**AREA OF INTEREST**”: means the geographical part selected by the END-USER.

“**CONFIDENTIAL INFORMATION**” means any secret or commercially sensitive information which is disclosed by one party to the other in connection with this LICENCE.

“**DERIVATIVE WORKS**”: means any derivative products or information developed by the END-USER from the PRODUCTS, which does not contain any imagery data or height information extracted or derived from the PRODUCTS and is irreversible and uncoupled from the source imagery data of the PRODUCTS. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model in any form whatsoever, derived from PRODUCTS shall not be deemed to be DERIVATIVE WORKS.

“**END-USER**”: means the legal entity supplied with the PRODUCTS.

“**EXTRACT**”: means an extract of PRODUCTS which may consist of:

- (i) an extract of 1024 x 1024 pixels maximum; or
- (ii) a quicklook preview of the PRODUCTS, which represents a degraded spatial resolution version in comparison to the original.

“**IMAGERY**”: means the Vision-1 satellite imagery provided by AIRBUS to the END-USER

“**INTELLECTUAL PROPERTY RIGHTS**” means all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and the term “Intellectual Property” shall be construed accordingly.

“**LICENCE FEE**” means the licence fee for the PRODUCTS as set out in AIRBUS’s acceptance of the END-USER’s order and payable by the END-USER at the times and in the manner set out in such acceptance.

“**PRODUCTS**”: means any Vision-1 satellite imagery (multispectral and/or radar) supplied to the END-USER defined as part(s) of the IMAGERY related to the AREA OF INTEREST, and only for the intended use specified in the END-USER’s order.

“**Value Added Products or VAP**”: means any goods or services developed by the END-USER, which contains imagery data or height information from the PRODUCTS, and results in a significant modification of the PRODUCTS, 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 PRODUCTS shall be deemed to be VAP.

ARTICLE 2 - LICENCE

The rights described below (except as referred to in Article 2.1 paragraph (a)) are granted with respect to the AREA OF INTEREST only. Therefore, no rights (except referred to in Article 2.1 paragraph (a)) are hereby granted to the END-USER on any part of the IMAGERY outside the AREA OF INTEREST.

2.1 Permitted Uses

Subject to payment of the LICENCE FEE at the times and in the manner specified in AIRBUS’s acceptance of the END-USER’s order, and compliance with the other terms and conditions set out in this LICENCE, the END-USER is hereby granted by AIRBUS (insofar as it has the power to grant the same) a limited, non-exclusive, non-transferable, licence in perpetuity to make such copies of the PRODUCTS in so far as it is necessary and reasonable to do so in connection with and having regard to the permitted uses specified in this Article 2.1:

- (a) to install the IMAGERY on as many individual computers as needed in its premises, including on an internal computer network (with the express exclusion of the Internet);
- (b) to use the PRODUCTS for its own internal needs;
- (c) to alter or modify the PRODUCTS to produce VAP and/or DERIVATIVE WORKS;
- (d) to use any VAP and/or DERIVATIVE WORKS for its own internal needs;
- (e) to freely transmit, disseminate, or make available in any way DERIVATIVE WORKS;
- (f) to make the PRODUCTS available to contractors and consultants, only for use on behalf of the END-USER, subject to such contractors and consultants agreeing in writing, in advance, (I) to be bound by the same restrictions on use as applicable to the END-USER, and (II) to return the PRODUCTS and VAP to the END-USER, and to keep no copy thereof, upon the earlier of, completion of the contracting or consulting engagement, the expiry or sooner termination of this LICENCE;
- (g) to post one EXTRACT on an Internet site, in an Internet-compatible image format (without associated metadata), with the credit of the corresponding PRODUCTS in Article 3.3 conspicuously displayed and written in full. The EXTRACT shall be used solely for END-USER’s promotional purposes, and shall not permit downloading of the EXTRACT posted or allow a third party to access the PRODUCTS or VAP as a stand-alone file, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer such EXTRACT. Prior to any such posting, the END-USER shall inform AIRBUS at UKIntelligence-ImagerySupport@airbus.com, specifying the URL used by the END-USER;
- (h) to print one EXTRACT, and to distribute such print for promotional purposes only. Such print shall include the credit set out in Article 3.3 conspicuously displayed;
- (i) to share the PRODUCTS and/or any VAP with AFFILIATED END-USERS for the performance of a joint project, subject to the following cumulative conditions:
 - the END-USER shall have detailed on any order form accepted by AIRBUS:
 - the name, legal structure, site address of each AFFILIATED END-USER;
 - the details of the joint project in which the END-USER and AFFILIATED END-USERS are co-operating and for which the PRODUCTS is ordered;
 - the END-USER shall sign with each AFFILIATED END-USER an agreement under which;

- Each AFFILIATED END-USER may be granted the rights provided under paragraph (a) to (h) above;
- the terms and conditions of such agreement shall in no event be less protective to AIRBUS and its licensor's respective rights than the provisions of this LICENCE; and
- the END-USER shall procure that each AFFILIATED END-USER complies with the provisions and restrictions provided in the present LICENCE, and shall indemnify and hold AIRBUS harmless in respect of the same.

All rights not expressly granted by AIRBUS under Article 2.1 are hereby retained by AIRBUS and its licensors as applicable.

2.2 Prohibited Uses

The END-USER shall not, and shall procure that any contractor or consultant engaged as referred to in Article 2.1(f) or any AFFILIATED END-USER does not:

- (a) reproduce, transmit, disseminate, or make available in any way the IMAGERY, PRODUCTS or VAP, in whole or in part, to any third party (other than a contractor or consultant or AFFILIATED END-USER engaged as referred to in Article 2.1 (f)) by any means, free of charge or in return for any payment;
- (b) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCTS, VAP, and/or EXTRACT;
- (c) use PRODUCTS or an EXTRACT as part of a competitive analysis (such as benchmarking); or
- (d) in any way use, reproduce, transmit, disseminate, or make available in any way any IMAGERY which has been provided by AIRBUS which does not specifically constitute the AREA OF INTEREST
- (e) do anything not expressly permitted under Article 2.1.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 3.1 The END-USER acknowledges that Intellectual Property subsists in the PRODUCTS and that all INTELLECTUAL PROPERTY RIGHTS shall remain vested in AIRBUS or its licensors.
- 3.2 The PRODUCTS are protected by English and international copyright laws.
- 3.3 The PRODUCTS, VAP and/or EXTRACT, when displayed and/or printed in accordance with the permitted uses shall include the AIRBUS logo and the following credit conspicuously displayed: Vision-1 © Airbus Defence and Space Limited YYYY. AIRBUS reserves the right to advise of further credits from time to time.
- 3.4 DERIVATIVE WORKS shall not contain any reference to AIRBUS and/or to any satellite used in connection with creation of the PRODUCTS.
- 3.5 The END-USER shall treat the PRODUCTS and all information disclosed by AIRBUS as CONFIDENTIAL INFORMATION subject to such disclosure as is permitted by this LICENCE.

ARTICLE 4 – WARRANTY – LIABILITY

- 4.1 AIRBUS warrants that it has sufficient rights in the PRODUCTS to make the PRODUCTS available to the END-USER under the terms of this LICENCE. Save as provided for in this LICENCE, all other warranties implied or otherwise are excluded to the fullest extent permissible by law.
- 4.2 AIRBUS does not warrant or otherwise represent that the PRODUCTS are free of bugs, errors, defects or omissions, and that operation of the PRODUCTS will be error-free or uninterrupted nor that all non-conformities will or can be corrected.

4.3 Nothing in this LICENCE shall limit or exclude AIRBUS' liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any liability which by law it is not permissible to limit or exclude.

4.4 In no event shall AIRBUS, or its licensors or anybody having contributed to the development and/or production and/or delivery of the PRODUCTS, have any liability to the END-USER for any loss of business, loss of revenue, loss of software or data, loss of profits, loss of contracts, loss of anticipated savings, damage to reputation, loss of use, costs of procurement of substitute services or any indirect, special, incidental, punitive or consequential damages, howsoever caused, whether in contract, tort or under any theory of liability and whether or not the END-USER has been advised of the possibility of such damage arising out of the use of or inability to use the PRODUCTS.

4.5 Subject to Article 4.3 and other than the losses set out in Article 4.4 (for which AIRBUS shall not be liable) AIRBUS' total liability (including that of any third party having contributed to the development or production or delivery of the PRODUCTS) to the END-USER, its contractors, consultants and AFFILIATED END-USERS in respect of any and all losses arising under or in connection with this LICENCE, whether in contract, tort, breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the END-USER to AIRBUS for the PRODUCTS.

ARTICLE 5 – TERM, TERMINATION AND INDEMNITY

5.1 This LICENCE shall, subject to the other terms and conditions of this LICENCE, run for an unlimited term.

5.2 AIRBUS may, in addition to all other remedies to which it may be entitled under this LICENCE or at law, terminate immediately this LICENCE by notice in writing served upon the END-USER if the END-USER or any AFFILIATED END-USER breaches any provision hereof such termination to take effect on the date specified in the notice. Upon termination, the END-USER shall return all PRODUCTS and EXTRACTS to AIRBUS and, to the extent that it is in END-USER's sole possession or control destroy all VAP, and shall certify in writing to AIRBUS that the END-USER so complied. Upon termination of this LICENCE for any reason, all rights granted to the END-USER by this LICENCE shall cease and the END-USER agrees to immediately cease all activities granted by this LICENCE.

5.3 Even if this LICENCE has terminated, the END-USER shall indemnify and keep AIRBUS indemnified against all losses, claims, liabilities, damages and demands suffered and all costs and expenses incurred in any way, whether directly or indirectly, arising from the END-USER's breach of this LICENCE.

5.4 The END-USER shall not transfer this LICENCE in whole or in part.

ARTICLE 6 - FORCE MAJEURE

6.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, flood, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, failures of suppliers, delays in deliveries to AIRBUS, telecommunication failures, or requirements or regulations of any civil or military authority (an "Event of Force Majeure"). Nothing contained in this Article 6 shall relieve the END-USER from any obligation to pay AIRBUS for the PRODUCTS supplied on or prior to the date of termination of this LICENCE.

6.2 Each of the parties hereto agrees to give written notice containing relevant details to the other as soon as practicable upon becoming aware of an Event of Force Majeure and the other party shall grant a reasonable extension for the performance of the relevant obligations of the party so affected.

- 6.3** If AIRBUS shall have been prevented from fulfilling its obligations due to an Event of Force Majeure for more than ninety (90) days then it shall be entitled to terminate the LICENCE upon service of written notice upon the END-USER, such termination to take effect on the date specified in the notice, without any liability in respect of the termination.

ARTICLE 7 – WAIVER

The waiver by either party of a breach or default of any of the provisions of this LICENCE by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under the LICENCE operate as a waiver of any such breach or default by the other party.

ARTICLE 8 – NOTICES

Any notice, request, instruction or other document to be given under the LICENCE shall be delivered or sent by first class post or by fax (such fax notice to be confirmed by letter posted immediately) to the address of the other party set out in the LICENCE (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by fax) upon the expiration of 24 hours after dispatch.

ARTICLE 9 - INVALIDITY AND SEVERABILITY

If any provision of the LICENCE shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the other provisions of the LICENCE shall not be affected and shall remain in full force and effect. The parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the LICENCE.

ARTICLE 10 - GOVERNMENT REQUIREMENTS

The parties shall be responsible for complying with all applicable national and international laws and regulations, including laws and regulations applicable to import, export, re-export, and transfer/re-transfer. The END-USER is advised that the PRODUCTS may be subject to government export regulations. Accordingly the END-USER agrees that PRODUCTS will not be exported from the UK without obtaining the prior approval in writing from all regulatory authorities at no cost to AIRBUS. The END-USER hereby undertakes to indemnify AIRBUS against any claims, losses, damages or expenses incurred by AIRBUS as a result of any breach by the END-USER of this Article 10.

ARTICLE 11 – GENERAL

Each party confirms that it has not relied upon any representation statement or undertaking not recorded in the LICENCE as an inducement to enter into it. No variation of the LICENCE will be valid unless confirmed in writing by an authorised signatory of each of the parties.

This LICENCE shall be governed by and construed in accordance with English law. The parties hereby agree to submit to the exclusive jurisdiction of the English courts.

(Date)

(Name of the representative of the END USER)

(Title of the representative of the END USER)

(Name of the organization of the END USER)

(Signature of the representative of the END USER)