

## NON-EXCLUSIVE LICENCE TO USE SPOT SATELLITE PRODUCT

The END-USER accepts and agrees to be bound by the terms of this End-User Licence 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 7 days following receipt thereof.

This EULA is entered into by and between the END-USER and Spot Image S.A (“AIRBUS DS”), an entity of Airbus Group.

### ARTICLE 1 - DEFINITIONS

“**DERIVATIVE WORKS**”: means any derivative product or information developed by the END-USER from the PRODUCT, which does not contain any imagery data from the PRODUCT and is irreversible and uncoupled from the source imagery data of the PRODUCT. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model (in any form whatsoever, i.e. database for instance) derived from a PRODUCT shall never be considered as DERIVATIVE WORKS.

“**END-USER**”: means either an entity in the New Zealand State Sector or a Non For Profit Organisation established and located in the TERRITORY 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 prior agreement in writing.

“**EXTRACT**”: means an extract of a PRODUCT or VAP which may consist of an extract of 1024 x 1024 pixels maximum.

“**GOVERNMENT-RELATED PURPOSE**” means use of the PRODUCTS:

- (i) in relation to meeting New Zealand’s obligations under the United Nations Framework Convention on Climate Change and/or the Kyoto Protocol; and
- (ii) any other government purpose that includes, but is not limited to, planning, regulation, strategy and decision-making policies and processes associated with governmental activities including those of the New Zealand State Sector.

“**New Zealand State Sector**” means:

- (a) any entity listed in Schedule 1 of the State Sector Act 1998;
- (b) any crown entity as defined in section 7 of the Crown Entities Act 2004;
- (c) any local authority as defined in the Local Government Act 2002;
- (d) the New Zealand Defence Force and New Zealand Police;
- (e) any Crown Research Institute as defined in the Crown Research Institutes Act 1992; and
- (f) any tertiary education institution as defined in the State Sector Act 1988 located in the TERRITORY.

“**Not-for-Profit Organisation**” means any society, association or organisation (incorporated or not):

- (a) that is not carried on for the profit or gain of any member, and
- (b) whose rules do not allow money, property or any other benefit to be distributed to any of its members, incorporated or located in the TERRITORY

“**PRODUCT**”: means the SPOT satellite(s) product(s) supplied to the END-USER.

“**TERRITORY**”: means the national territory of New Zealand that includes the North and South Islands of New Zealand and their small coastal Islands, and the land areas of Stewart Island and the Chatham Islands.

“**VAP**”: means any product developed by the END-USER, which contains imagery data from the PRODUCT, and resulting in a significant 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.

“**IMAGE**” means the image, without the associated metadata necessary for geolocation, resulting from the conversion of the Product into an Internet-compatible format

“**INTERNET USER**” means any individual, in his/her professional or personal capacity, who sees the IMAGE while using the Internet;

### ARTICLE 2 - LICENCE

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## 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, except as provided under paragraph (g) below) for the Permitted Uses specified in this Article 2.1;
- (c) to use the PRODUCT for its own internal needs and in relation to any GOVERNMENT-RELATED OR NOT-FOR-PROFIT purpose;
- (d) to alter or modify the PRODUCT to produce VAP and/or DERIVATIVE WORKS;
- (e) to use any VAP for its own internal needs and in relation to any GOVERNMENT-RELATED OR NOT-FOR-PROFIT purpose;
- (f) to make the PRODUCT and/or any VAP 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 limitations on use as applicable to the END-USER, and (II) to return the PRODUCT and VAP to END-USER, and to keep no copy thereof, upon completion of the contracting or consulting engagement. By express exception, 3D PRODUCT and related VAP provided by AIRBUS DS shall not be made available to any third party without AIRBUS DS' prior written consent;
- (g) to post up to ten EXTRACT on an Internet site, in an Internet-compatible image format (without associated metadata), with the following credit conspicuously displayed and written in full:
  - "Includes material © AIRBUS DS \_\_\_\_ (year of production), all rights reserved";
 The posting of such EXTRACT shall be used for END-USER's promotion purposes only, and may in no event allow downloading of the EXTRACT posted or allow a third party to access the PRODUCT 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 posting, the END-USER shall inform AIRBUS DS, specifying the URL used by END-USER: [contact@astrium-geo.com](mailto:contact@astrium-geo.com);
- (h) to print up to ten EXTRACT, and to distribute such print for promotion purposes only. Such print shall include the following credit conspicuously displayed and written in full:
  - (i) "Includes material © AIRBUS DS \_\_\_\_ (year of production), all rights reserved".
  - (j) to freely use and distribute DERIVATIVE WORKS; and
- (k) to share, on a non-commercial basis, PRODUCT, VAP and EXTRACT with the following entity established, incorporated or located in the TERRITORY:
  - any New Zealand State Sector, and
  - any Not For Profit Organisation
 subject to the prior acceptance and signature of the present SPOT End-User License Agreement by the relevant entity(ies)
- (l) to convert any Product into an IMAGE;
- (m) to post an IMAGE on an END-USER's website, for public access. Prior to any posting, the END-USER shall inform the Supplier, by specifying the URL address used by the END-USER to: [sales@airbus-geo.com.au](mailto:sales@airbus-geo.com.au);
- (n) to allow any INTERNET USER to see the IMAGE on the END-USER's website, provided that the END-USER shall include a link to an END-USER licence agreement specifying that the INTERNET USER:
  - (i) can only see the IMAGE; and
  - (ii) must not download, store, copy, transfer or reverse engineer the IMAGE in any way or use the IMAGE to create a database and/or a DERIVATIVE WORK;

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 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.

The END-USER shall not, and shall use all reasonable endeavours to ensure that any contractor or consultant engaged as per the provisions of Article 2.1(f) does not:

- (a) sell, rent or lease any PRODUCT or VAP;
- (b) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCT;
- (c) use a PRODUCT or an EXTRACT in the framework of competitive analysis (such as benchmarking); or
- (d) do anything not expressly permitted under Article 2.1.

## ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

**3.1** The data contained in the PRODUCT are the property of AIRBUS DS.

- 3.2** The PRODUCT is protected by French and international copyright laws.
- 3.1** 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.

#### 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 sale or use of this PRODUCT. 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 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, New Zealand State Sector(s), or Not For Profit Organisation(s), 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 to AIRBUS DS for the PRODUCT from which such loss or damage directly arose.

#### ARTICLE 5 – MISCELLANEOUS

- 5.1** This EULA shall run for an unlimited time. 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.
- 5.2** The END-USER shall not transfer part or all of this EULA unless it has obtained AIRBUS DS' prior written consent.
- 5.3** In the event that any provision of this EULA is declared invalid or unenforceable, the remaining provisions hereof shall be applicable.
- 5.4** This EULA is governed by the laws of New Zealand. All disputes shall be referred to the courts of Wellington, New Zealand

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(Date)

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(Name of the representative of the END USER)

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(Title of the representative of the END USER)

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(Name of the organization of the END USER)

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(Signature of the representative of the END USER)

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