

## PRODUCT & SERVICES DESCRIPTION

### ELEVATION30

#### 1- DEFINITIONS/DESCRIPTION

Elevation products suite offers the most comprehensive elevation data range, providing information, anywhere in the world, independent of relief and weather.

**PRODUCT:** When applicable to “Elevation30” satellite PRODUCTS, **PRODUCT** designates any Elevation30 satellite product or service commercialized by AIRBUS DS as listed and detailed in “Airbus DS Price List” as per any current version provided by AIRBUS DS Customer Service.

**DERIVATIVE WORK** or **DW:** when applicable to “Elevation 30” satellite PRODUCTS, DW designates any derivative product or information developed by the LICENSEE 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.

**VALUE ADDED PRODUCT** or **VAP:** when applicable to “Elevation 30” satellite PRODUCTS, VAP designates any product developed by the LICENSEE, 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.

#### 2- COPYRIGHT

Unless otherwise specified in the applicable End User License Agreement, the Copyright applicable to Elevation30 products is:

“© CNES (Year of Acquisition) © AIRBUS DS (Year of Production) © IGN France (Year of Production)”

LICENSEE recognizes the right of AIRBUS DS, IGN and CNES to copyright protection and/or protection against unauthorized use of the data issued from Elevation30 PRODUCTS, in accordance with the copyright laws of France and applicable international agreements.

LICENSEE recognizes the exclusive title of AIRBUS DS, IGN and CNES to the data issued from Elevation30 PRODUCTS. It recognizes the right of AIRBUS DS to protection against unauthorized extraction or reuse of such data or a substantial part of an Elevation30 PRODUCT, where said Elevation30 PRODUCT is based on data as described in articles L 341-1 to L 343-4 of the French Code of Intellectual Property Law, as amended by the statute of 1 July 1998.

### **3- DERIVATIVE WORKS and VALUE ADDED PRODUCT**

The LICENSEE is not authorized to use and/or develop DW and VAP from the PRODUCT. Any modification of the PRODUCT by LICENSEE requires prior written authorization from AIRBUS DS.

### **4- ORDERING**

Notwithstanding the foregoing provision of the agreement, Elevation30 PRODUCTS shall be ordered by the LICENSEE according to the following ordering process:

- a) Upon receipt from a prospect established in the TERRITORY of a request for quotation for Elevation30 PRODUCTS, the LICENSEE shall forward as soon as possible such request to AIRBUS DS with the following detailed information on:
  - The prospect, its shareholding, its activities, etc.;
  - The use the prospect is desirous to make with the Elevation30 PRODUCTS.
- b) On the basis of the information transmitted by LICENSEE to AIRBUS DS, the latter will decide whether or not it will submit an offer to LICENSEE; such decision shall be made, in particular, taking into consideration the restrictions of access and use which relate to Elevation30 PRODUCTS.
- c) In the event AIRBUS DS decides not to propose any offer, it will inform LICENSEE thereof as soon as practicable. LICENSEE irrevocably commits to accept AIRBUS DS's decision and to refrain from disputing it.
- d) In the event AIRBUS DS elects to submit an Offer to LICENSEE, it shall work it out, with LICENSEE's assistance, and shall submit same to LICENSEE. It is understood that, due to a decision issued by French Administration, AIRBUS DS may suspend any delivery of Elevation30 PRODUCTS and/or terminate any order placed by LICENSEE. In this case, AIRBUS DS shall use best endeavors to inform LICENSEE without delay.