

FREE TRIAL LICENSE AGREEMENT
for
Surface Movement Monitoring (SMM) Samples

The END-USER as licensee hereby signifies that it unconditionally accepts all the terms and conditions of the present FREE TRIAL LICENSE Agreement (hereinafter referred to as the "TRIAL LICENSE") by viewing, accessing or using any SMM SAMPLE.

The END-USER of the SMM SAMPLE shall guarantee that the SMM Sample are used in strict compliance with the terms hereof.

This LICENSE is entered into by and between the END-USER and AIRBUS DS.

The acceptance by the END-USER of this TRIAL LICENSE is the condition upon which AIRBUS DS will make the SMM SAMPLE available to the END-USER. The END-USER of the SAMPLE guarantees that the SMM SAMPLE is used in strict compliance with the terms hereof.

ARTICLE 1 - DEFINITIONS

"AIRBUS DS": means Airbus Defence and Space GmbH, a company duly organised and existing under the laws of Germany, registered at District Court of Munich under number HRB107648, having its registered office located in Ottobrunn and the business address at Willy-Messerschmitt-Str. 1, 82024 Taufkirchen and having offices at Claude-Dornier Str., 88090 Immenstaad, Germany,

"DERIVATIVE WORKS": means any product or information developed by END-USER from the SMM SAMPLE which is irreversible and uncoupled from any imagery data or geo-referencing information of the SMM SAMPLE and in which the SMM SAMPLE origin is not recognizable (e.g., SMM SAMPLE-based statistical parameters such as tilt parameters of individual houses). Notwithstanding the foregoing, by express exception any Surface Movement Monitoring Map derived from the SMM SAMPLE (in any form whatsoever) shall be considered as VAP.

"END-USER": means the user acting in his own name or the legal commercial business entity or public authority (e.g. civil agency, public department), which is supplied with the SMM SAMPLE and / or registered for AIRBUS DS PLATFORM and having been granted access rights.

If the SMM SAMPLE is supplied to a public authority, the END-USER shall be deemed to be only such part of the public authority as located at the address to which the SMM SAMPLE is supplied.

"FREE TRIAL USE": means utilization of SMM SAMPLE solely for END-USER's internal evaluation and trial use pursuant to the conditions set forth in the TRIAL LICENSE.

"TRIAL LICENSE": means this document that sets out the terms and conditions of use of the agreed SMM SAMPLE by the END-USER.

"PLATFORM": means the web-based application with graphical user interface on the AIRBUS DS server currently named "SMM GeoView" to which the END-USER has been granted access as user and via a web browser.

“SMM SAMPLE”: means the SMM sample derived from radar satellite data (including data from the TerraSAR-X and / or other satellites) available on the PLATFORM as accessed by the END-USER or provided by AIRBUS DS as digital vector data file.

“VALUE ADDED PRODUCT (“VAP”)”: means any product developed by END-USER, which contains surface movement information from the SMM SAMPLE, and resulting in a modification of the SMM SAMPLE, through without limitation, reformatting technical manipulations, improvements, transformation and/or addition of other data. Notwithstanding the foregoing, by express exception, any Surface Movement Monitoring Map derived from a SMM SAMPLE shall always be considered as a VAP.

“SMM”: means Surface Movement Monitoring.

ARTICLE 2: LICENSE

2.1 Permitted Uses for the SMM SAMPLE:

Subject to END-USER’s compliance with the terms and conditions of this TRIAL LICENSE, AIRBUS DS grants to END-USER a non-exclusive, non-sublicensable, non-transferable limited, license to use the SMM SAMPLE for FREE TRIAL USE only.

To that respect the END-USER is granted the right

- a) to view the SMM SAMPLE
- b) to use the features provided in the PLATFORM
- c) to grab and/or to print a SCREENSHOT and use it for FREE TRIAL USE only
- d) to post a SCREENSHOT on an Internet site, for FREE TRIAL USE only, with the respective credit as set forth in article 3.3 conspicuously displayed.

All rights not expressly granted in this TRIAL LICENSE are hereby retained by AIRBUS DS.

2.2 Prohibited Uses:

As far as not expressly permitted under article 2.1 and except to the extent that applicable law prohibits or overrides these restrictions the END-USER shall not:

- a) use the SMM SAMPLE and/or SCREENSHOTS for any use other than FREE TRIAL USE, (especially, any commercial use);
- b) reproduce, transmit, disseminate, or make available in any way the SMM SAMPLE and/or SCREENSHOTS, in whole or in part, to any third party by any means, free of charge or in return for payment;
- c) sublicense, disseminate, sell, rent, lease, lend, time-share or assign the SMM SAMPLE, or parts thereof and/or SCREENSHOTS to a third party;
- d) do anything not expressly permitted under Article 2.1
- e) to alter or modify the SMM SAMPLE to produce VAP and DERIVATIVE WORKS by himself via formatting, editing, digitization and /or data combination;

ARTICLE 3: INTELLECTUAL PROPERTY RIGHTS

3.1 END-USER recognizes and agrees that the SMM SAMPLE 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 END-USER on a confidential basis and under the terms and conditions of this TRIAL LICENSE.

The SMM SAMPLE is produced by AIRBUS DS and is protected in accordance with the copyright laws of Germany or France and applicable international laws.

The data of the satellites TerraSAR-X and TanDEM-X from which the SMM SAMPLE may have been derived are the property of the Deutsche Zentrum für Luft- und Raumfahrt e. V. (DLR) and are protected in accordance with the copyright laws of Germany and applicable international laws.

3.2 END-USER shall not be allowed to use the AIRBUS DS trademarks or logos except with the prior written consent of AIRBUS DS.

3.3 The End-User will not delete, alter, cover or distort any copyright, trademark or other proprietary right notice placed on or in the SMM SAMPLE or on the PLATFORM.

ARTICLE 4 – WARRANTY – LIABILITY

4.1 AIRBUS DS warrants that it has sufficient rights in the SMM SAMPLE to make the SMM SAMPLE available to the END-USER under the terms of this TRIAL LICENSE.

4.2. The SMM SAMPLE is complex and a sample only and provided free of charge; AIRBUS DS therefore does not warrant that the SMM SAMPLE is free of bugs, errors, defects or omissions, and that use of the SMM SAMPLE will be error-free or uninterrupted nor that all non-conformities will or can be corrected. It does not warrant that the SMM SAMPLE 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 use of the SMM SAMPLE or any other warranty. 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 its licensors, nor anybody having contributed to development and/or production and/or delivery of the SMM SAMPLE, 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 SMM SAMPLE, and shall not be subject to legal action in this respect. The financial cumulative liability of AIRBUS DS and its licensors and of anybody having contributed to the development and/or production and/or delivery of the SMM SAMPLE shall in any case be limited to one hundred euros (100€).

4.4 For any transactions performed through the PLATFORM, AIRBUS DS shall not be liable for any dysfunction in the END-USER'S Internet connection, dysfunction of the END-USER's equipment, or for the incorrect selection by the END-USER.

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

4.6 In so far as the liability of AIRBUS DS is excluded or limited pursuant to Articles 4.2 to 4.5 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 5: TERM and TERMINATION

5.1 This TRIAL LICENSE and the rights granted herein expire 12 months after accessing the SMM Sample

5.2 AIRBUS DS may, in addition to all other remedies to which it may be entitled under this TRIAL LICENSE or at law, terminate immediately this TRIAL LICENSE 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.

ARTICLE 6: MISCELLANEOUS**6.1. Price:**

The SMM SAMPLE is provided to the END-USER under the terms of this TRIAL LICENSE free of charge.

6.2 Assignment

The END-USER shall not assign or transfer part or all of this TRIAL LICENSE unless he has obtained written consent from AIRBUS DS.

6.3 Changes:

Any change of this TRIAL LICENSE must be made in writing.

6.4 Severability:

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

6.5 Applicable Law:

This TRIAL LICENSE shall be governed by the laws of the Germany, except for the provisions of the Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes shall be Munich.

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