Picterra Platform terms and conditions of use

1. Introduction

1.1 These terms and conditions shall govern your use of our services, including our website and our platform.

1.2 By using our services, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our services.

1.3 If you register with our services, we will ask you to expressly agree to these terms and conditions.

1.4 Our services uses cookies; by using our services or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

1.5 This document was initially created using a template from SEQ Legal (https://seqlegal.com). It has been substantially modified since its first creation.

2. Copyright notice

2.1 Copyright (c) 2020 Picterra SA.

2.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our services and the material on our services; and

(b) all the copyright and other intellectual property rights in our services and the material on our services are reserved.

3. Licence to use our services

3.1 You may:

(a) view pages from our website/platform in a web browser;

(b) download pages from our website/platform for caching in a web browser;

(c) print pages from our website;

(d) stream audio and video files from our website/platform; and

(e) use our services by means of a web browser,

(d) export data from our services using the export functionality

subject to the other provisions of these terms and conditions.
3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our services or save any such material to your computer. In particular, you shall not download data and imagery through a mean other than our export functionality.

3.3 You may only use our services for your own personal and business purposes, and you must not use our services for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our services.

3.5 Unless you own or control the relevant rights in the material, you must not:

(a) republish material from our services (including republication on another website);

(b) sell, rent or sub-license material from our services;

(c) show any material from our services in public;

(d) exploit material from our services for a commercial purpose; or

(e) redistribute material from our services.

3.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of our services, or indeed our whole services, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our services.

4. Acceptable use

4.1 You must not:

(a) use our services in any way or take any action that causes, or may cause, damage to our services or impairment of the performance, availability or accessibility of our services;

(b) use our services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) use our services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our services without our express written consent;
(e) access or otherwise interact with our services using any robot, spider or other automated means, except for the purpose of search engine indexing;

(f) violate the directives set out in the robots.txt file for our website; or

(g) use data collected from our services for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must not use data collected from our services to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our services, or in relation to our services, is true, accurate, current, complete and non-misleading.

5. **Registration and accounts**

5.1 You may register for an account with our services by completing and submitting the account registration form on our platform, and clicking on the verification link in the email that the platform will send to you.

5.2 You must not allow any other person to use your account to access our services.

5.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

5.4 You must not use any other person's account to access the services, unless you have that person's express permission to do so.

6. **User login details**

6.1 If you register for an account with our website, you will be asked to choose a password.

6.2 Your account must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account for or in connection with the impersonation of any person.

6.3 You must keep your password confidential.

6.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

6.5 You are responsible for any activity on our services arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

7. **Cancellation and suspension of account**

7.1 We may:
(a) suspend your account;
(b) cancel your account; and/or
(c) edit your account details,

at any time in our sole discretion without notice or explanation.

8. **Imagery data provisioned by Picterra: licence**

8.1 In these terms and conditions, “Imagery Data” means all data, generally taking the form of satellite or aerial imagery but not exclusively, purchased and made accessible by our services to you.

8.2 You, “the Licensee”, are the party agreeing to the terms of this Agreement to access and use the “Imagery Data” and whose authorized end users access and use the “Imagery Data” pursuant to this License.

8.3 The Licensee is granted a limited, restricted, non-exclusive, non-transferable, revocable license to the “Imagery Data” offered through Picterra Platform for the term specified herein. All rights and uses of “Imagery Data” not expressly granted by this Agreement are reserved by Picterra and its data providers and licensors.

8.4 Derived Products created from the “imagery data” such as geospatial annotations, feature extraction or reports are possible as long as they respect the Authorized use and specificities of the different providers which are described in Section 2 and schedule A and schedule B of our main data providers End User Data License Agreement in the appendix at the end of these Terms & Conditions.

8.5 Full information on Authorized use, Intellectual Property rights, Warranties, Disclaimers and Liabilities are set in the End User Data License Agreement of our main data provider in the appendix at the end of these Terms & Conditions.

9. **Your content: licence**

9.1 In these terms and conditions, “your content” means all the data (including without limitation geospatial images, vector data, text, graphics, audio or video material, audio-visual material, scripts, software and files) that you submit to us or our services for storage, processing, or transmission via our services.

9.2 You grant to us a worldwide, non-exclusive, transferable, royalty-free, fully paid-up licence to use, store, adapt, create derived products (such as those resulting from image processing, extraction or detection, or any other alterations needed so that your content works with our services), and distribute you the derived products and your content in any existing or future services. The rights you grant in this license are for the limited purpose of operating and improving our services, and to develop new ones.

9.3 Picterra does not claim any ownership rights on your content.
9.4 Picterra do not distribute or resell your content or derived products to third parties.

9.5 If “your content” is issued by one of the data providers listed under 9.6, the End User Data License Agreement of this content precedes the rights licensed under Section 9.2. With certain data providers, you will have to add Picterra explicitly as an “Authorized End-User” or “Affiliated End-User” in your End-User License Agreement.

9.6 Data providers specifically supported by Picterra:

- Airbus Defense and Space. - Pléiades, SPOT 5,6,7. TerraSAR-X
- Deimos Imaging S.L.U. - Deimos, Dubaisat, KazEOSat, EROS
- DigitalGlobe, Inc. (Maxar) - WorldView, Quickbird, Ikonos, Radarsat-2
- KARI - Kompsat
- Planet Labs Geomatics Corp. - Planetscope & SkySat
- SpaceWill Information Co., Ltd. - SuperView
- Twenty First Century Aerospace Technology (Asia) Pte. Ltd. (21AT Asia) - TripleSat

In the appendix, at the end of these Terms & Conditions, are described in more details the Permitted Uses and IP Rights for the different data providers (see schedule A and schedule B of our main data provider End User Data License Agreement).

9.7 You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.

9.8 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

9.9 You may edit your content to the extent permitted using the editing functionality made available on our services.

9.10 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

10. Your content: rules

10.1 You warrant and represent that your content will comply with these terms and conditions.

10.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
10.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

(a) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

(b) infringe any right of confidence, right of privacy or right under data protection legislation;

(c) constitute negligent advice or contain any negligent statement;

(d) constitute an incitement to commit a crime[, instructions for the commission of a crime or the promotion of criminal activity];

(e) be in contempt of any court, or in breach of any court order;

(f) be in breach of racial or religious hatred or discrimination legislation;

(g) be in breach of any contractual obligation owed to any person;

(h) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;

11. **Limited warranties**

11.1 We do not warrant or represent:

(a) the completeness or accuracy of the information published on our services;

(b) that the material on the website/services is up to date; or

(c) that the website or any service will remain available.

11.2 We reserve the right to discontinue or alter any or all of our services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our services and the use of our services.

12. **Limitations and exclusions of liability**

12.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;
(b) limit or exclude any liability for fraud or fraudulent misrepresentation;
(c) limit any liabilities in any way that is not permitted under applicable law; or
(d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

(a) are subject to Section 12.1; and
(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

12.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

12.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

12.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

12.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with our services or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

13. Breaches of these terms and conditions

13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a) send you one or more formal warnings;

(b) temporarily suspend your access to our services;
(c) permanently prohibit you from accessing our services;
(d) block computers using your IP address from accessing our services;
(e) contact any or all of your internet service providers and request that they block your access to our services;
(f) commence legal action against you, whether for breach of contract or otherwise; and/or
(g) suspend or delete your account on our services.

13.2 Where we suspend or prohibit or block your access to our services or a part of our services, you must not take any action to circumvent such suspension or prohibition or blocking including without limitation creating and/or using a different account.

14. Variation

14.1 We may revise these terms and conditions from time to time.

14.2 We will give notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our services from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our services.

15. Assignment

15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16. Severability

16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

17. Third party rights

17.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.
18. **Entire agreement**

18.1 Subject to Section 12.1, these terms and conditions, together with our privacy policy, shall constitute the entire agreement between you and us in relation to your use of our services and shall supersede all previous agreements between you and us in relation to your use of our website.

19. **Law and jurisdiction**

19.1 These terms and conditions shall be governed by and construed in accordance with Swiss law.

19.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of Switzerland.

20. **Statutory and regulatory disclosures**

20.1 We are registered in *Registre du Commerce du Canton de Vaud*; you can find the online version of the register at [https://www.vd.ch/themes/economie/registre-du-commerce/rechercher-une-entreprise-dans-le-canton/](https://www.vd.ch/themes/economie/registre-du-commerce/rechercher-une-entreprise-dans-le-canton/), and our registration number is IDE CHE-459.833.499.

21. **Our details**

21.1 This website is owned and operated by *picterra Sàrl*.

21.2 We are registered in Switzerland under registration number *CHE-459.833.499*, and our registered office is at *Chemin de Florissant 16, 1020 Renens*.

21.4 You can contact us:

   (a) by post, to the postal address given above;

   (b) using our website contact form;

   (c) or at *privacy@picterra.ch*;
END USER DATA LICENSE AGREEMENT

This Agreement governs your use of ODP Data as received through your utilization of the SkyWatch Platform provided by SkyWatch Space Applications Inc. (“SkyWatch”). Please read this Agreement carefully since it contains references and links to ODP EULA, and other important terms which impact your rights and obligations. If you do not wish to abide by the terms herein and the applicable ODP EULA, please do not use the SkyWatch Platform to obtain ODP Data.

1. DEFINITIONS

“Agreement” means this End User Data License Agreement in respect of use of ODP Data.

“Derived Data” means un-editable documents, plots, incident analysis, density plots, risk analysis and other statistics, maps, and related outputs (sometimes referred to as a Derivative Image Product (DIP)) produced by Licensee or SkyWatch using ODP Data.

“Licensee” means you, the party agreeing to the terms of this Agreement to access and use the ODP Data and whose authorized end users accesses and use the ODP Data pursuant to this License.

“Original Data Provider” or “ODP” means the owner and originating source for each ODP Data set as provided in Schedule A.

“SkyWatch Platform” means the SkyWatch software application which allows Licensee to access ODP Data.

“ODP Data” means data, generally but not exclusively, taking the form of satellite data, which has been made accessible by use of the SkyWatch Platform.

“ODP EULA” means the end user license agreement, as set out by each ODP as applicable to you, and to which you must adhere in order to use the ODP Data.

“Value-Added Product” or “VAP” means a product, which is based on or uses the ODP Data, subject to applicable ODP EULA terms.

2. LICENSE/AUTHORIZED USE/INTELLECTUAL PROPERTY RIGHTS

2.1 License. SkyWatch grants to Licensee a limited, restricted, non-exclusive, non-transferable, revocable license to the ODP Data offered through the SkyWatch Platform for the term specified herein (this “License”). All rights and uses of ODP Data not expressly granted by this Agreement are reserved by SkyWatch and SkyWatch licensors respectively.

2.2 Authorized Use. Licensee:

(a) may use the ODP Data to create Derived Data, subject to Schedule A and Schedule B, provided however that in addition to attribution requirements set out in Schedules A, SkyWatch is identified as the source of the ODP Data and any Derived Data contains the following notice: “Includes content sourced via SkyWatch Space Applications Inc.”;
(b) **may not** use the ODP Data in a manner which is (i) considered illegal under any laws, contrary to local rules and regulations, and contrary to the ODP Data EULA terms, including those in Schedule B, (ii) build a service which competes with Licensor and its licensors, or (iii) pass off the ODP Data as any other party’s data than the source of the ODP Data.

2.3 **Intellectual Property Rights.** The ODP Data is protected by applicable copyright laws and international treaty provisions. SkyWatch and Original Data Providers as the case may be, shall own and retain all right, title and interest in and to the ODP Data including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Except as expressly set forth in this Agreement, Licensee’s possession or use of the SkyWatch Platform does not transfer to Licensee any title to the intellectual property in ODP Data. Licensee will take any and all actions that may reasonably be required by SkyWatch to protect the proprietary rights as owned by SkyWatch or third party providers.

3. **WARRANTIES, DISCLAIMERS AND LIABILITIES**

3.1 ODP Data is provided “AS IS”. It is acknowledged and understood that neither SkyWatch nor any SkyWatch affiliate or licensor has made, nor shall be deemed to have made, any representations or warranties whatsoever with respect to the use, content, completeness, availability or accuracy of ODP Data supplied under this Agreement. To the maximum extent permitted by applicable law, SkyWatch and its licensors disclaim all liabilities and warranties, either express or implied, including but not limited to implied warranties of merchantability, including but not limited to being free of any errors, fit for a particular purpose, meeting Licensee’s requirements, and being free of interference and uninfringing with respect to the ODP Data. Licensee assumes responsibility for selecting the ODP Data to achieve Licensee’s intended results. Under no circumstances will SkyWatch, our representatives, affiliates, or licensors and suppliers be liable for any damages arising from or relating to the use of the ODP Data, including, but not limited to, any loss of profit, earnings, anticipated earnings, interruption or loss of business, or any consequential losses, problems, or fault arising howsoever.

4. **INDEMNIFICATION**

4.1 In addition to any other applicable indemnification provisions set out in an ODP EULA under Schedule B, Licensee will indemnify and hold SkyWatch and the applicable Original Data Provider harmless from and against any loss or damage which arises as a result of (i) Licensee’s breach of the license grants and restrictions herein, and (ii) Licensee’s violation of any applicable laws, and regulations.

5. **TERMINATION**

This Agreement and Licensee’s right to the ODP Data will (i) solely at SkyWatch’s discretion, automatically terminate upon Licensee committing a restricted act as set out in Section 2.2(b) in this License, or (ii) be suspended or terminated, as applicable, in the event the Licensee’s account is suspended or terminated in accordance with the Terms of Service applicable to the SkyWatch Platform.

6. **EXPORT CONTROL**

Licensee agrees to comply with all applicable laws, including those set out in an applicable ODP EULA in Schedule B, that may impose registration, reporting, licensing, or other export control requirements on the ODP Data.
7. **ATTRIBUTIONS FOR ODP DATA USE**

7.1 As set out in Schedule A, Original Data Provider may from time to time require that in case ODP Data is used in a particular manner, applicable attributions are included.

8. **MISCELLANEOUS**

8.1 The Parties may not modify, alter or amend this Agreement except by written instrument duly executed by authorised representatives of both Parties.

8.2 A breach of any applicable ODP EULA shall be deemed to be a breach of License.

8.3 No failure or delay by either Party to exercise any right hereunder at any time shall constitute a waiver of such right at any future time.

8.4 Licensee may not assign this Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of SkyWatch, such consent not to be unreasonably conditioned, withheld or delayed. Any assignment or transfer in violation of the above is void.

8.5 This Agreement is binding on the Parties, their successors and assigns. SkyWatch at its sole discretion reserves the right to subcontract any or all of its obligations under this Agreement to subcontractors of its choosing.

8.6 This Agreement will be construed under the laws of the Province of Ontario and the laws of Canada applicable therein, and each Party hereby submits to the exclusive jurisdiction of Ontario Courts. The English language version of this Agreement will be controlling in the interpretation or application of the terms of this Agreement.

8.7 If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions will remain in full force and effect.

8.8 All notices required under this Agreement must be in writing and delivered by email, in absence of any bounce-backs, commercially established courier service, facsimile with written confirmation of success, personal courier or via certified mail, return receipt requested, to the addresses specified on the first page of this Agreement or at such other address as the Parties will designate in writing from time to time. Notices are deemed delivered when received by any of the above means.

8.9 The terms and conditions of this Agreement will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favour they operate.

8.10 No term of this Agreement is intended to confer a benefit on or be enforceable by, any person who is not a Party to this Agreement.

8.11 Each person accepting the terms and conditions of this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorised and has full authority to execute and deliver this Agreement.
SCHEDULE A

ORIGINAL DATA PROVIDERS – ATTRIBUTION OBLIGATIONS

1. **AQUA - AIRS**: No obligation.

2. **AURA - TES**: When data from the Atmospheric Science Data Center (ASDC) are used in a publication, ASDC requests this acknowledgment be included: “These data were obtained from the NASA Langley Research Center Atmospheric Science Data Center.” Please include such statements, either where the use of the data or other resource is described, or within the Acknowledgements section of the publication. See [https://eosweb.larc.nasa.gov/citing-asdc-data](https://eosweb.larc.nasa.gov/citing-asdc-data) for further details.

3. **GOSAT - ACOS**:

   Japan Aerospace Exploration Agency (JAXA), National Institute for Environmental Studies (NIES) and Ministry of the Environment (MOE) require that upon any publication of outcomes based on GOSAT data, the publisher must include:
   
   (a) indication of “JAXA/NIES/MOE” or “Japan Aerospace Exploration Agency (JAXA), National Institute for Environmental Studies (NIES) and Ministry of the Environment (MOE)”;
   
   (b) reference that “JAXA/NIES/MOE are the original data providers”;
   
   (c) report on or publish result of research in the event GOSAT data is used for the purposes of earth observing system development.

4. **USGS - Landsat-8**:

   Depending on the product source, the following statements should be used when citing, copying, or reprinting data:

   **USGS Products. Acknowledgement:**

   *Data available from the U.S. Geological Survey.*


5. **NASA - OCO-2**:

   The data set source should be properly cited when the data are used. A formal reference of the form:

   `<authors>, 2012, last updated 2013: <dataset name>. NASA/GSFC, Greenbelt, MD, USA, NASA Goddard Earth Sciences Data and Information Services Center (GES DISC). Accessed <enter user data access date> at <DOI>`

   is suggested following Parsons et al. (2010), DOI: 10.1029/2010EO340001.
For example,

Matthew Rodell and Hiroko Kato Beaudoin, NASA/GSFC/HSL (08.16.2007), GLDAS CLM Land Surface Model L4.3 Hourly 1.0 x 1.0 degree Subsetted, version 001, Greenbelt, Maryland, USA: Goddard Earth Sciences Data and Information Services Center (GES DISC), Accessed Enter User Data Access Date at doi:10.5067/83NO2QDLG6M0

In the event that a DOI has not yet been assigned to a data set, a persistent URL for a data set landing page (where access to data and information on the data can be obtained) is recommended in the form:

http://disc.gsfc.nasa.gov/datacollection/<product_name>.html

For example, http://disc.gsfc.nasa.gov/datacollection/GSSTF_3.html

6. **Terra - MOPITT**: As under (2) above.

7. **ESA - Sentinel-2**:

Where the Licensee communicates to the public or distributes Copernicus Sentinel Data and Service Information, the following acknowledgement must accompany such communication:

(1) ‘Copernicus Sentinel data [Year] for Sentinel data; and/or

(2) ‘Copernicus Service information [Year] for Copernicus Service Information.’

Where the Copernicus Sentinel Data and Service Information have been adapted or modified, the user shall provide the following notice:

(1) ‘Contains modified Copernicus Sentinel data [Year]’ for Sentinel data; and/or

(2) ‘Contains modified Copernicus Service information [Year]’ for Copernicus Service Information.


8. **KARI - KOMPSAT**

(a) Where the Licensee wishes to post an extract, maximum size 1024 x 1024 pixels, of a PRODUCT or a VAP (such terms defined in the KARI EULA) on a publicly accessible internet site in a JPEG format, the acknowledgement under subsection (b) must accompany such post and such posting shall be used for promotion purposes only, and may in no event, allow downloading of the extract posted, nor be used to distribute, sell, assign, dispose of, lease, sub-licence or transfer such extract. Prior to any posting, the Licensee shall inform KARI, specifying the URL address used by the Licensee: kocust@kari.re.kr.

(b) “includes material © KARI _____ (year of production), Distribution (SI Imaging Services, Republic of Korea), all rights reserved".
9. **21AT Asia - TripleSat**

(a) The Licensee may print or post an extract, maximum size 1024 x 1024 pixels, of a Product or a VAP on a publicly accessible internet site, in research reports, journals or other type of publication, with a copyright notice and logo of 21AT Asia conspicuously displayed as set out in subsection (b). Such print and posting shall be used for promotion purposes or on a non-commercial basis. Prior to any print or posting, the End User shall inform 21AT Asia of intended use or the URL address used by End User.

(b) “xxx ©21AT Asia_____ (year of production), distribution 21AT Asia, all rights reserved”

10. **SpaceWill Information Co., Ltd. - SuperView**

(a) Licensee may post a sample image of a Product or VAP (not corresponding to metadata) to publicly accessible Internet web sites provided that (i) the size is no bigger than 1024 x 1024 pixels, and (ii) it contains the notice set out in subsection (b) conspicuously displayed in connection with the Product or VAP work for non-Commercial Purposes and in a non-distributable/transferrable/disposable/rentable manner.

(b) “SuperView Satellite – distributed by SPACEWILL”.

(c) Licensee may print and hand out any sample image of a product or VAP if (i) at a size no bigger than 1024 x 1024 pixels for demonstration and non-Commercial Purposes upon, and (ii) containing the notice set out under subsection (d) conspicuously displayed in connection with the Product or VAP work.

(d) “SuperView Satellite – distributed by SPACEWILL”.

11. **Deimos Imaging S.L.U.**

(a) The copyright notice as set out in subsection (b) must be displayed and must appear as a credit alongside Product, or any portion thereof.

(b) “Copyright © [insert year of acquisition], Deimos Imaging SLU, an UrtheCast company”

12. **Planet Labs Geomatics Corp. (“Planet”)**

(a) Licensee will in all legal notices, “about” screen, user documentation, or other location that the Licensee uses to identify third party licensors, include attribution that identifies Planet as the licensor of the content and the platform on which such content is obtained.

(b) Licensee will use the phrase “powered by Planet” or such other language mutually agreed upon by the licensee and Planet in writing to provide Planet with such attribution.
13. **DigitalGlobe, Inc. (“DigitalGlobe”)**

(a) Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by DigitalGlobe on or in the Products and will ensure that all notices are reproduced on all copies. All Derivatives must include the following copyright notice on or adjacent to the Derivative: [Product] © [YEAR] DigitalGlobe, Inc.
SCHEDULE B

NOTABLE TERMS IN COMMERCIAL ODP EULAS

1. ODP EULAs and various provisions related to the ODP Data usage by you are set out below. It is your responsibility to ensure that you meet the requirements of each ODP EULA.

2. The information provided under various columns in the table below are not exhaustive. For all your obligations with respect to each ODP, please review their respective license agreement.
<table>
<thead>
<tr>
<th>Provider</th>
<th>Permitted Uses</th>
<th>IP Rights</th>
<th>Miscellaneous</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deimos Imaging S.L.U.</td>
<td>Allow ODP Data upload / permit access to a maximum of 10 computers / end users for internal use only.</td>
<td>ODP Data remains the exclusive property of Deimos, including in respect of any kind of output which contains the pixel structure and info of the original imagery data from the ODP Data, unless expressly stated otherwise.</td>
<td>EULA governed by the laws of Spain. All disputes to be held in Madrid.</td>
</tr>
<tr>
<td>[END USER LICENCE AGREEMENT]</td>
<td>May not release or publicly post, publish or broadcast the ODP Data or Value Added Products, including on any Internet website.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DigitalGlobe, Inc.</td>
<td>Display an extract of the Product (excluding that Data Product known as “Analytic Reports”) or an Imagery Derivative on a public website in a non-extractable and non-downloadable manner: (i) on one domain name; (ii) 2048 x 2048 pixels; (iii) at a resolution no better than resolution of imagery in the Product; (iv) .png, .gif, .jpg, .jpeg, .jpe, .jlif, .bmp, .pdf; or any format without geo-referencing information (TIFF, NITF, GeoPDF, JP2 and JPEG2000 are not permitted); (v) only collection date/time, vehicle, and band combination metadata can be published with the extract; and (vi) properly attribute the imagery to DigitalGlobe as required.</td>
<td>All right, title and interest in and to the Products, including all corrections, enhancements, or other modifications made by DigitalGlobe or any Third Party at DigitalGlobe’s direction, and all Intellectual Property Rights therein are the sole and exclusive property of DigitalGlobe or its suppliers, as applicable. All right, title and interest, including all Intellectual Property Rights, in and to enhancements or modifications made by Customer in the creation of an Imagery Derivative and any new material contributed by Customer in the creation of an Imagery Derivative, but specifically excluding preexisting materials owned by DigitalGlobe (including, without limitation, Products integrated, referenced, recast, transformed or adapted in the Imagery Derivative) are the exclusive property of Customer.</td>
<td>Governed by the laws of New York and controlling United States federal law</td>
</tr>
<tr>
<td>[INTERNAL USE LICENSE (IUL)]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KARI</td>
<td>Limits on number of copies which may be installed on a computer. Must return ODP Data upon termination of license. May not post on publicly available Internet site except in narrow case.</td>
<td>Satellite imagery data in ODP Data is property of KARI. Korean and international copyright laws apply.</td>
<td>EULA runs for an unlimited term. EULA governed by Korean law, including in respect of export control.</td>
</tr>
<tr>
<td>Partner Company</td>
<td>Rights and Obligations</td>
<td>Terms of Use</td>
<td>Governing Law</td>
</tr>
<tr>
<td>-----------------</td>
<td>------------------------</td>
<td>--------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>Planet Labs Geomatics Corp.</strong>&lt;br&gt;[CONTENT LICENSE AGREEMENT (CLA)]</td>
<td>Licensee will reasonably cooperate with and assist Planet Labs Inc. (&quot;Planet&quot;) to enable Planet to monitor and ensure Licensee’s compliance with Planet’s quality requirements and branding guidelines and restrictions. Planet may obtain and aggregate technical and other data about Licensee's use of the data. Licensee may make use, alter, and modify and make unlimited copies of the Derivate Products for internal use only. Licensee may not be provide any data to: (i) Canadian federal government departments and agencies; (ii) Canadian provincial and territorial departments and agencies; or Trimble, Topcon, AGCO Corporation and John Deere in France and Germany for agricultural purposes pursuant to the CLA. Licensee/an end user will not distribute or sublicense, lease, sell, rent, loan, or otherwise transfer or assign the Derivative Product to any third party.</td>
<td>Planet retains all right, title and interest, including all intellectual property rights, in and to the Licensed Materials and all other Planet intellectual property.</td>
<td>Governed by laws the State of California.</td>
</tr>
<tr>
<td><strong>SpaceWill Information Co., Ltd.</strong>&lt;br&gt;[END USER LICENCE AGREEMENT]</td>
<td>Create up to 100 copies of the ODP Data for the purpose of installation and backup.</td>
<td>SuperView satellite Data’s IP ownership rights in ODP Data belong to China Siwei Surveying &amp; Mapping Technology Co., Ltd. For other Chinese satellites, the IP ownership rights belong to the Chinese Government. Chinese laws and international copyright laws apply to IP.</td>
<td>Laws of the People’s Republic of China apply to EULA. All disputes arising out of or in connection with this EULA shall be finally settled in Beijing law court, PRC.</td>
</tr>
<tr>
<td><strong>Twenty First Century Aerospace Technology (Asia) Pte. Ltd. (21AT Asia)</strong>&lt;br&gt;[END USER LICENCE AGREEMENT]</td>
<td>Install the ODP Data on as many individual computers as needed in its premises. May modify the ODP Data to produce Value Added Products (VAP) and/or Derivative Works. May share the ODP Data and/or any VAP with Affiliated End Users (as defined in the 21AT Asia terms) in the framework of a joint project, subject to certain conditions with respect to End Users – please check requirements for declaration and submission of order forms.</td>
<td>Singapore and international copyright laws apply.</td>
<td>This EULA shall be governed by laws of Singapore. If any ODP Data does not meet the foregoing standards, End User’s sole and exclusive remedy will be to return such ODP Data to 21AT Asia through the Distributor within thirty (30) days of receipt thereof.</td>
</tr>
</tbody>
</table>