

SOBLOO GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF PLEIADES AND SPOT 6/7 DATA

1 – DEFINITIONS

Acceptance of Subscription or “AoS”: refers to the electronic message sent by Sobloo to the Customer, confirming the Customer’s eligibility to access the Service.

Area of Interest or “Aoi”: means the geographical area selected by the Customer in the Purchase Order for which Sobloo grants the Customer the rights defined in the applicable License.

Customer: means either the person acting in his own name or the legal entity which is supplied with the Product and accepts the License. When the Product is supplied to a public authority, the Customer shall be deemed to be only such part of the public authority as located at the address as mentioned in the PSR, except with Sobloo prior agreement in writing.

Licenses: means the applicable licenses agreement that sets out the terms and conditions of use of the ordered Product by the Customer. The Licenses are available on the Website.

Platform: means Sobloo technical infrastructure and the different means of supply of SPOT 6/7 and Pléiades Data, including the data portal and APIs.

Product: means the satellite imagery product that is provided to the Customer by Sobloo via the Platform. According to the Customer’s selection on the Website, the Product can be delivered in different formats:

- (a) In streaming, the Product consists in satellite images from the library delivered via a ‘View’ streaming protocol.
- (b) In download, the Product consists in satellite images from the library delivered as a zip file via a ‘Download’ protocol.

Premium Subscription Request or “PSR”: means any request for the SPOT 6/7 and Pléiades Data Service placed by the Customer through the Website, and requiring final acceptance by Sobloo in an AoS.

Service: distribution service of SPOT6/7 and/or Pléiades Product.

Sobloo consortium (“Sobloo”): is composed by Airbus, Orange and Capgemini companies.

Website: means the Sobloo website, accessible at the following web address: <https://sobloo.eu/>

2. GENERAL PROVISIONS

Except in case of Sobloo prior written agreement, all supplies of SPOT 6/7 and Pléiades Data service (the “Service”) shall be governed by these General Conditions and the applicable Licenses (the present General Conditions and the applicable Licenses being together referred to as the “Conditions”). If there is any conflict between the applicable Licenses and the General Conditions, the provisions of the applicable Licenses shall prevail.

The Customer accepts and agrees to be bound by the provisions of the present Conditions by doing any of the following:

- (a) receiving the AoS;
- (b) accepting the Products price list available on the Website;
- (c) viewing and/or downloading and/or installing and/or manipulating a Product on any computer;
- (d) paying in whole or in part for a Product.

These Conditions may be modified at any time by Sobloo. The applicable version of the Conditions is the one available on the Website.

3. ORDERING PROCESS

3.1 Standard conditions for the ordering of the Service

Subscription to the Service is only accessible to registered Customers having opened Billing Rights.

This opening of the Billing Rights is common to all commercial services, setting up a payment scheme by the Customer for its consumption.

3.1.1 Billing Rights

Opening of the Billing Rights shall be launched by the Customer by submitting a filled form on the Website.

3.1.2 Subscription to the Service

The ordering process shall be launched by the Customer by placing a PSR on the Website.

In response to the Customer's request, Sobloo shall analyse the Customer eligibility to access this Service (vs Export Control and Commercial restrictions).

Sobloo shall send to the Customer the feedback of this analysis, being either a Service refusal, or the AoS (which might include possible AoI restrictions).

If the Customer is eligible, Sobloo shall then set the Customer's rights to access the Service.

3.2 Standard conditions for the use of a Service

3.2.1 Data Streaming

The Customer can use the Service to stream any Product available in the library, via API or via the Sobloo data catalogue MMI.

Any streaming access to the Products stored in the library used by the Customer via API or via the Sobloo data catalogue MMI shall irrevocably bind the Customer, the number of tiles viewed being then automatically charged in the Customer billing.

3.2.2 Data download

The Customer can use the Service to request a processing on any Product available in the library in order to then download it, via API or via the Sobloo data catalogue MMI.

The issuance of any processing request made by the Customer via API or via the Sobloo data catalogue MMI shall irrevocably bind the Customer to be charged upon the specific price of the Product. This price of the Product shall be based on the price list available on the Website, and shall then be automatically charged in the monthly billing. No modification or cancellation of the Product request by the Customer shall be possible after the issuance of the request.

Sobloo shall not be bound by any PSR unless it has been confirmed by an AoS in writing by Sobloo.

4. DELIVERY

4.1 Standard Delivery Conditions for a Service

Within five (5) working days from the issue of the AoS, Sobloo shall update the Customer's account in order to make its Service available.

The Service has no expiration date. Access to the Service can be left active without any consumption. No cost shall be charged to the Customer if the Service is not used (no data downloaded or steamed).

To disable the Service, the Customer shall contact the Sobloo customer care team: <https://sobloo.eu/contact-us>

It is the responsibility of the Customer to check, immediately after delivery of the Service, that the Service made available to it on the Platform corresponds to the Service ordered and, if appropriate, to make any complaint to Sobloo at the following address within seven (7) days of the Service being made available: <https://sobloo.eu/contact-us>

4.2 Standard Delivery Conditions for a Product

These delivery conditions are indicative only. Sobloo shall use its commercially reasonable efforts to deliver the Product to the Customer in the best delivery conditions based upon the current capabilities of the Platform.

4.2.1 Data streaming

Each time the Customer uses its Service to stream any Product stored in the library, he shall be supplied by Sobloo with the image tiles corresponding to its selected Product in quasi real time.

4.2.2 Data download

Any Product ordered by a Customer with a purpose of download can take up to forty eight (48) hours.

4.3 Conditions of Access to the Service

According to the applicable License, the Customer shall send to Sobloo the list of affiliates and their email addresses. According to this list, Sobloo shall send individual emails to inform the Customer and the affiliates that access to the Service has been made available on the Platform.

The Customer undertakes, and shall ensure that the affiliates undertake to treat as confidential their individual logins and passwords and shall use reasonable degree of care to protect their confidentiality:

It is understood that the Customer shall remain liable for any consequence arising out of or related with any loss, misuse or unauthorized use of the individual login and password by the Customer, the affiliate and/or any third party. In no event Sobloo shall be liable in case of misuse of identity.

The Customer shall promptly inform Sobloo in the event it becomes aware of any unauthorized use. Sobloo shall have the right to immediately terminate the Service in case of breach of the present condition by the Customer and/or any of its affiliates. The Customer guarantees Sobloo against any claim arising out of or related with such breach.

The Customer undertakes to promptly inform Sobloo in writing in the event any of its users ceases to be a user of the Service for any reason, including but not limited if the individual user ceases to be an employee of the company. The Customer shall ensure the affiliate does so.

4.4 Delay or failure to deliver

Except in the case of a Force Majeure event as set out in Condition 12, and when no compensation is payable, should Sobloo be unable to deliver a Product, the Customer shall be entitled only to such commercial compensation. Such compensation shall be the Customer's sole remedy for any breach of these Conditions.

Delay in a delivery does not authorize the Customer to refuse the total or partial delivery of the Product or claim for any indemnity, penalty or damages whatsoever. Time shall not be of the essence for the purpose of these Conditions.

5. PRICES

Prices applicable to any Service are those defined in the Website.

Such prices are to be considered "Ex-Works" (I.C.C. Incoterms 2010), exclusive of any taxes. In all cases, the custom charges and taxes shall be borne exclusively by the Customer.

6. PAYMENTS

All Payments to Sobloo are due at the end of the month.

In any event, payments may not be suspended, or form the subject of any compensation, without the prior written consent of Sobloo.

Should the Customer fail to pay for the consumed Products, Sobloo Consortium reserves the right to suspend access to the Service.

7. CUSTOMER OBLIGATIONS

The Customer undertakes to strictly comply with applicable laws and regulations and the present Conditions. In particular, the Customer undertakes:

- To strictly comply with the terms and conditions of the applicable License;
- Not to infringe any applicable intellectual property rights and/or confidentiality obligations;
- Not to use part or all of the Service and/or Product for illegal purposes.

In any case, Customer acknowledges and agrees that it is solely responsible and the use of the Product shall be done under the sole responsibility of the Customer and the affiliates.

8. WARRANTY - LIABILITY

Sobloo shall use all commercial reasonable efforts to provide the Customer with Service and deliver the corresponding Products.

8.1 Disclaimer. THE PRODUCTS ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. AIRBUS DS AND ITS LICENSORS HEREBY SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OTHERWISE ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. SOBLOO MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY, WARRANTY (A) THAT THE PRODUCTS WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR (B) THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THE REQUIREMENTS OF ANY OF CUSTOMER'S USERS.

8.2 Sobloo does not warrant that any Product is free of bugs, errors, defects or omissions, and that the operation of the Product will be error free or uninterrupted or that all non-conformities will or can be corrected. Sobloo's warranty for a Product shall be limited either to the replacement of the defective Product if available, or to a refund of the price paid for the Product, to the exclusion of any indemnity or damages. Any claim related to the quality of any Product delivered must, to be admissible, be well-founded evidenced and sent by registered mail at the latest seven (7) days after the delivery of the Product.

8.3 In no event shall Sobloo or its licensors be liable or responsible for all indirect and/or consequential damages such as loss of profit, loss of production, loss of operation, loss of dates, loss of data or information, loss of a right, interruption of a service, and other such losses caused to the Customer or to any third party.

9. COLLECTION AND PROCESSING OF PERSONAL INFORMATION

All personal data of the Customer shall be processed by Sobloo in conformity with the privacy notice available on the Website at the following web address: <https://Sobloo.eu/page/legal-mentions>

10. NON-EXCLUSIVITY

No Customer is granted an exclusive right to use any Product.

11. CONFIDENTIALITY

The Customer commits, for a period of five (5) years from the date of issuance of the AoS by Sobloo, to consider confidential all information, of any nature whatsoever, which it may have obtained as a result of or in connection with Sobloo's technical or commercial proposal or of the supply of any Product. The Customer guarantees Sobloo that its personnel and sub-contractors shall comply with and maintain the confidentiality of the said information. Any breach of the confidentiality clauses linked to this contractual relationship shall lead to termination of such contractual relationship by service of notice by Sobloo upon the Customer, such termination to take effect on the date specified in the notice, without any liability on the part of Sobloo.

12. FORCE MAJEURE

Sobloo shall not be liable for failing to meet its contractual obligations if such failure is due to the occurrence of a Force Majeure event. A Force Majeure event shall include but not be limited to any occurrence beyond the reasonable control of Sobloo, of any nature whatsoever, and in particular all breakdowns or failure whether in whole or in part of a satellite, or the related ground system, natural catastrophes, bad weather, fires, collective work disputes, strikes, sabotage, embargoes, interruptions or delays in the transport or means of communication, war, acts, government agency decision governmental (including any public agency) or U.N. decision (in particular those requesting suspension of the transmission of telemetry or distribution of data) or regulations issued by a government, by civil or military authorities (including delays in the obtainment of authorizations or licenses of any sort), by the U.N., which may occur as from the date of the PSR and would prevent its total or partial execution.

13. TERMINATION

Termination for Material Breach

Sobloo may terminate these Conditions immediately upon notice to Customer (reserving cumulatively all other remedies and rights under these Conditions and in law and in equity) (a) for cause, if any act or omission by Customer or any of its personnel and subcontractor.

(a) if Customer's or any of its personnel and subcontractor's use of the Products (i) poses a security risk to the Products or any third party, (ii) may adversely impact the Products or the systems or Images of any other Sobloo customer, or (iii) may subject Sobloo, its affiliates, or any third party to liability;

(b) Customer is, or any of its personnel and subcontractor is, in breach of these Conditions, or any other agreement with Sobloo,

(c) Customer have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.,

(d) if its relationship with a third party partner who provides software or other technology Sobloo use to provide the Products expires, terminates or requires Sobloo to change the way Sobloo provide the software or other technology as part of the Products, (c) if Sobloo believe providing the Products could create a substantial economic or technical burden or material security risk for Sobloo, (d) in order to comply with the law or requests of governmental entities, or (e) if Sobloo determines use of the Products by Customer or any of its personnel and subcontractor or its provision of any of the Products to Customer or any of its personnel and subcontractor has become impractical or unfeasible for any legal or regulatory reason.

Termination for convenience

In addition, Sobloo shall have the right in its absolute discretion to terminate all Products before the term specified in the License.

Effect of Termination

Upon any termination or expiration of these Conditions, all rights granted by Sobloo herein shall terminate and be of no further force or effect.

14. JURISDICTION AND APPLICABLE LAW

The applicable law and exclusive place of jurisdiction is as specified in the License.

15. MISCELLANEOUS

If Sobloo does not enforce any of the Conditions, this shall not be interpreted as constituting a waiver, by Sobloo, of any one of its rights, nor shall it affect the validity of all or part of the Conditions, nor shall it constitute a bar to any future action by Sobloo. Any amendment or modification of the Conditions shall not come into effect until it is signed by the duly authorized representative of each of the Parties.

Any other terms and conditions that the Customer purports to impose or incorporate, or which are implied by custom, trade practice or course of dealing shall be ineffective against Sobloo. If a bespoke agreement concluded with the Customer for the Product expressly derogates from the Conditions, the remaining provisions of the Conditions shall remain in full force and effect to the extent that they do not conflict with such bespoke agreement.

16. EXPORT CONTROL

The Parties shall be responsible for complying with all applicable national and international laws and regulations applicable to import, export, re-export and transfer/re-transfer. The Customer is advised that the Product may be subject to government export regulations. Accordingly the Customer agrees that no Product will be exported from the territory where payment is received for the Product without obtaining the prior approval in writing of all regulatory authorities at no cost to Sobloo. The Customer hereby undertakes to indemnify Sobloo against any claims, losses, damages or expenses incurred by Sobloo as a result of any breach by the Customer of this Condition 16.