

# SPIRIT PRODUCT ORDER FORM



**Spot 5 stereoscopic survey of Polar Ices:  
Reference Images and Topographies**  
CNES / Spot Image - [hrs\\_polar@spotimage.com](mailto:hrs_polar@spotimage.com)



## IMPORTANT NOTICE

Please fill in and return this order form and the end user licence agreement signed to the CNES / Spot Image SPIRIT Team by e-mail at [hrs\\_polar@spotimage.com](mailto:hrs_polar@spotimage.com).

Spot Image will exchange, if necessary, technical information with the SPIRIT End User. Once the SPIRIT End User and Spot Image have come to an agreement in writing, Spot Image will issue an order confirmation to the SPIRIT End User. In any event, Spot Image shall be bound by no order or information exchanged until the issuance of a written order confirmation. Once your demand has been validated, you will be informed by an acknowledgement of receipt.

SPIRIT End Users shall have access, on a free of charge basis, only to the SPIRIT product specifically identified in the contract signed by CNES and Spot Image in the framework of the International Polar Year. For any other products not specifically identified in the International Polar Year Program, Spot Image will apply its current commercial price list.

## I – Laboratory / Institution Information

Laboratory / Institution Name:

Contact Name:

Address:

Country:

Phone No:

Fax No:

E-mail:

Polar DALI Login:

VAT Number:

## II – End user's application

If your project is linked to a labelled IPY project, please indicate its reference and title:

Short description of the scientific project:

Product use:

Additional comments or instructions:

### III – Order Parameters

#### III-a) to purchase the SPIRIT DEM archive

*Numerous SPIRIT DEM were already produced. You can purchase those SPIRIT DEM using several KMZ lists available on the Polar Dali website. (According to the Polar region concerned: Antarctica, Greenland, Svalbard, etc.)*

*For each product, the lists give its reference, projection and area and the date of acquisition of the corresponding stereoscopic pair.*

*As each product is identified by its reference (GES XX-XXX or SPI XX-XXX), please tick the checkboxes to order for the desired products.*

Please send your order form to [hrs\\_polar@spotimage.com](mailto:hrs_polar@spotimage.com)

#### Products ordered

- |                                     |                                     |                                     |                                     |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> GES 07-042 | <input type="checkbox"/> GES 07-043 | <input type="checkbox"/> GES 07-044 | <input type="checkbox"/> GES 08-003 |
| <input type="checkbox"/> GES 08-004 | <input type="checkbox"/> GES 08-005 | <input type="checkbox"/> GES 08-006 | <input type="checkbox"/> GES 08-013 |
| <input type="checkbox"/> GES 08-014 | <input type="checkbox"/> GES 08-015 | <input type="checkbox"/> GES 08-016 | <input type="checkbox"/> GES 08-017 |
| <input type="checkbox"/> GES 08-021 | <input type="checkbox"/> GES 08-024 | <input type="checkbox"/> GES 08-025 | <input type="checkbox"/> GES 08-026 |
| <input type="checkbox"/> GES 08-027 | <input type="checkbox"/> GES 08-028 | <input type="checkbox"/> GES 08-029 | <input type="checkbox"/> GES 08-030 |
| <input type="checkbox"/> GES 08-031 | <input type="checkbox"/> GES 08-032 | <input type="checkbox"/> GES 08-037 | <input type="checkbox"/> GES 08-038 |
| <input type="checkbox"/> GES 08-040 | <input type="checkbox"/> GES 08-041 | <input type="checkbox"/> GES 08-042 | <input type="checkbox"/> GES 08-043 |
| <input type="checkbox"/> GES 08-044 | <input type="checkbox"/> GES 08-045 | <input type="checkbox"/> GES 08-046 | <input type="checkbox"/> GES 08-047 |
| <input type="checkbox"/> SPI 08-002 | <input type="checkbox"/> SPI 08-003 | <input type="checkbox"/> SPI 08-004 | <input type="checkbox"/> SPI 08-005 |
| <input type="checkbox"/> SPI 08-006 | <input type="checkbox"/> SPI 08-007 | <input type="checkbox"/> SPI 08-008 | <input type="checkbox"/> SPI 08-009 |
| <input type="checkbox"/> SPI 08-011 | <input type="checkbox"/> SPI 08-012 | <input type="checkbox"/> SPI 08-013 | <input type="checkbox"/> SPI 08-014 |
| <input type="checkbox"/> SPI 08-015 | <input type="checkbox"/> SPI 08-016 | <input type="checkbox"/> SPI 08-017 | <input type="checkbox"/> SPI 08-018 |
| <input type="checkbox"/> SPI 08-019 | <input type="checkbox"/> SPI 08-020 | <input type="checkbox"/> SPI 08-024 | <input type="checkbox"/> SPI 08-025 |
| <input type="checkbox"/> SPI 08-026 | <input type="checkbox"/> SPI 08-027 | <input type="checkbox"/> SPI 08-033 | <input type="checkbox"/> SPI 09-001 |
| <input type="checkbox"/> SPI 09-002 | <input type="checkbox"/> SPI 09-003 | <input type="checkbox"/> SPI 09-004 | <input type="checkbox"/> SPI 09-005 |
| <input type="checkbox"/> SPI 09-006 | <input type="checkbox"/> SPI 09-007 | <input type="checkbox"/> SPI 09-008 | <input type="checkbox"/> SPI 09-009 |
| <input type="checkbox"/> SPI 09-010 | <input type="checkbox"/> SPI 09-011 | <input type="checkbox"/> SPI 09-012 | <input type="checkbox"/> SPI 09-013 |

- |                                     |                                     |                                     |                                     |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> SPI 09-014 | <input type="checkbox"/> SPI 09-015 | <input type="checkbox"/> SPI 09-016 | <input type="checkbox"/> SPI 09-017 |
| <input type="checkbox"/> SPI 09-018 | <input type="checkbox"/> SPI 09-019 | <input type="checkbox"/> SPI 09-020 | <input type="checkbox"/> SPI 09-021 |
| <input type="checkbox"/> SPI 09-022 | <input type="checkbox"/> SPI 09-023 | <input type="checkbox"/> SPI 09-024 | <input type="checkbox"/> SPI 09-025 |
| <input type="checkbox"/> SPI 09-026 | <input type="checkbox"/> SPI 09-027 | <input type="checkbox"/> SPI 09-028 | <input type="checkbox"/> SPI 09-029 |
| <input type="checkbox"/> SPI 09-030 | <input type="checkbox"/> SPI 09-031 | <input type="checkbox"/> SPI 09-032 | <input type="checkbox"/> SPI 09-033 |
| <input type="checkbox"/> SPI 09-034 | <input type="checkbox"/> SPI 09-035 | <input type="checkbox"/> SPI 09-036 | <input type="checkbox"/> SPI 09-037 |
| <input type="checkbox"/> SPI 09-038 | <input type="checkbox"/> SPI 09-039 | <input type="checkbox"/> SPI 09-040 | <input type="checkbox"/> SPI 09-041 |
| <input type="checkbox"/> SPI 09-042 | <input type="checkbox"/> SPI 09-043 | <input type="checkbox"/> SPI 09-044 | <input type="checkbox"/> SPI 09-045 |
| <input type="checkbox"/> SPI 09-046 | <input type="checkbox"/> SPI 09-047 | <input type="checkbox"/> SPI 09-048 | <input type="checkbox"/> SPI 09-049 |
| <input type="checkbox"/> SPI 09-050 | <input type="checkbox"/> SPI 09-051 | <input type="checkbox"/> SPI 09-052 | <input type="checkbox"/> SPI 09-053 |
| <input type="checkbox"/> SPI 09-054 | <input type="checkbox"/> SPI 09-055 |                                     |                                     |

**III-b) to purchase a new SPIRIT DEM production**

*If no SPIRIT DEM is available on your area of interest, you can ask for its production using the HRS archive on Polar Dali library. You will have to contact SPOT Image at [hws\\_polar@spotimage.com](mailto:hws_polar@spotimage.com) in order to get free access to Polar DALI library. You will receive by e-mail your personal login.*

*The SPIRIT product is limited to a single-date SPOT 5 HRS stereoscopic pair. Scenes coming from different dates cannot be combined (no mosaicking).*

*You can order from 1 to 4 SPIRIT products per order form.*

*Please enter the acquisition dates of the chosen stereoscopic pairs selected on the Polar DALI archive database. A SPIRIT product can cover several scenes but only if they are part of the same stereoscopic pair (same path of the satellite i.e. same acquisition date).*

*Precise your choice by filling the corresponding table with the A21 codes\* of the desired scenes.*

*An ESRI/DXF shapefile / MapInfo tab / Kml polygon file must be added with the present order form to delimitate precisely your area of interest.*

*If you cannot provide a shapefile, please fill the corresponding table by entering the coordinates of your polygon of interest.*

*The absolute precision in localisation can be refined by using Ground Control Points (GPS measurements for example). If GCPs are available over your areas of interest, we would welcome them; please mention it and/or contact us.*

*\* A21 code example: 5 066 142 070820 182417 2S*

SPIRIT Product n°1

**Zone Identification**

Region: ..... Glaciers / Ice Cap Names:.....

**SPIRIT Product Area of Interest\***

Decimal degrees  Sexagesimal degrees

| <b>POINT N°</b> | <b>LATITUDE</b> | <b>N/S</b> | <b>LONGITUDE</b> | <b>E/W</b> |
|-----------------|-----------------|------------|------------------|------------|
| 0               |                 |            |                  |            |
| 1               |                 |            |                  |            |
| 2               |                 |            |                  |            |
| 3               |                 |            |                  |            |
| 4               |                 |            |                  |            |
| 5               |                 |            |                  |            |
| 6               |                 |            |                  |            |
| 7               |                 |            |                  |            |
| 8               |                 |            |                  |            |
| 9               |                 |            |                  |            |
| 10              |                 |            |                  |            |

*\*If you did not provide ESRI/DXF shapefile / MapInfo tabfile / Kml Polygon, please fill the geographic coordinates of vertices precising the coordinates system chosen: sexagesimal or decimal degrees.*

**Polar DALI Scenes**

Acquisition date: .....

| <b>SCENE N°</b> | <b>A21 CODE</b> |
|-----------------|-----------------|
| 1               |                 |
| 2               |                 |
| 3               |                 |
| 4               |                 |
| 5               |                 |

**SPIRIT Product**

Digital Elevation Model Projection (if blank, chosen by Spot Image):

UTM .....  Polar Stereographic  Geographic

Are GCPs available over this area?  Yes  No

## SPIRIT Product n°2

### Zone Identification

Region: ..... Glaciers / Ice Cap Names:.....

### SPIRIT Product Area of Interest\*

Decimal degrees

Sexagesimal degrees

| <b>POINT N°</b> | <b>LATITUDE</b> | <b>N/S</b> | <b>LONGITUDE</b> | <b>E/W</b> |
|-----------------|-----------------|------------|------------------|------------|
| 0               |                 |            |                  |            |
| 1               |                 |            |                  |            |
| 2               |                 |            |                  |            |
| 3               |                 |            |                  |            |
| 4               |                 |            |                  |            |
| 5               |                 |            |                  |            |
| 6               |                 |            |                  |            |
| 7               |                 |            |                  |            |
| 8               |                 |            |                  |            |
| 9               |                 |            |                  |            |
| 10              |                 |            |                  |            |

*\*If you did not provide ESRI/DXF shapefile / MapInfo tabfile / Kml Polygon, please fill the geographic coordinates of vertices precising the coordinates system chosen: sexagesimal or decimal degrees.*

### Polar DALI Scenes

Acquisition date: .....

| <b>SCENE N°</b> | <b>A21 CODE</b> |
|-----------------|-----------------|
| 1               |                 |
| 2               |                 |
| 3               |                 |
| 4               |                 |
| 5               |                 |

### SPIRIT Product

Digital Elevation Model Projection (if blank, chosen by Spot Image):

UTM .....

Polar Stereographic

Geographic

Are GCPs available over this area?

Yes

No

## SPIRIT Product n°3

### Zone Identification

Region: ..... Glaciers / Ice Cap Names:.....

### SPIRIT Product Area of Interest\*

Decimal degrees

Sexagesimal degrees

| <b>POINT N°</b> | <b>LATITUDE</b> | <b>N/S</b> | <b>LONGITUDE</b> | <b>E/W</b> |
|-----------------|-----------------|------------|------------------|------------|
| 0               |                 |            |                  |            |
| 1               |                 |            |                  |            |
| 2               |                 |            |                  |            |
| 3               |                 |            |                  |            |
| 4               |                 |            |                  |            |
| 5               |                 |            |                  |            |
| 6               |                 |            |                  |            |
| 7               |                 |            |                  |            |
| 8               |                 |            |                  |            |
| 9               |                 |            |                  |            |
| 10              |                 |            |                  |            |

*\*If you did not provide ESRI/DXF shapefile / MapInfo tabfile / Kml Polygon, please fill the geographic coordinates of vertices precising the coordinates system chosen: sexagesimal or decimal degrees.*

### Polar DALI Scenes

Acquisition date: .....

| <b>SCENE N°</b> | <b>A21 CODE</b> |
|-----------------|-----------------|
| 1               |                 |
| 2               |                 |
| 3               |                 |
| 4               |                 |
| 5               |                 |

### SPIRIT Product

Digital Elevation Model Projection (if blank, chosen by Spot Image):

UTM .....

Polar Stereographic

Geographic

Are GCPs available over this area?

Yes

No

## SPIRIT Product n°4

### Zone Identification

Region: ..... Glaciers / Ice Cap Names:.....

### SPIRIT Product Area of Interest\*

Decimal degrees

Sexagesimal degrees

| POINT N° | LATITUDE | N/S | LONGITUDE | E/W |
|----------|----------|-----|-----------|-----|
| 0        |          |     |           |     |
| 1        |          |     |           |     |
| 2        |          |     |           |     |
| 3        |          |     |           |     |
| 4        |          |     |           |     |
| 5        |          |     |           |     |
| 6        |          |     |           |     |
| 7        |          |     |           |     |
| 8        |          |     |           |     |
| 9        |          |     |           |     |
| 10       |          |     |           |     |

*\*If you did not provide ESRI/DXF shapefile / MapInfo tabfile / Kml Polygon, please fill the geographic coordinates of vertices precising the coordinates system chosen: sexagesimal or decimal degrees.*

### Polar DALI Scenes

Acquisition date: .....

| SCENE N° | A21 CODE |
|----------|----------|
| 1        |          |
| 2        |          |
| 3        |          |
| 4        |          |
| 5        |          |

### SPIRIT Product

Digital Elevation Model Projection (if blank, chosen by Spot Image):

UTM .....

Polar Stereographic

Geographic

Are GCPs available over this area?

Yes

No

## IV – Applicable Terms

By issuing this order, the SPIRIT End User accepts to comply with:

- 1) the non-exclusive license to use Product derived from HRS data/products granted to the research laboratories under the International Polar Year Program attached in Annex 1,
- 2) Spot Image General Supply Conditions attached in Annex 2,

and recognizes that any supply of products and services in the frame of the International Polar Year Program shall be governed by the terms of such provisions. In case of any inconsistency between the two documents, the first one shall prevail.

Issued and accepted by the SPIRIT End User,

Name

Position

Date

Signature

**to use Products derived from HRS data/products  
granted to the research laboratories  
under the international polar year program**

**Warning: HRS products are subject to a restricted use and diffusion.**

**INTRODUCTION**

**Please read the terms and conditions of this User License Agreement carefully before placing any orders for Products.**

Accomplishing any of the following acts implies acceptance by the **Laboratory** of the terms of the present license:

- Placing an order for a **Product** by any means, including the **Laboratory** own purchase order, whether or not it contains measures incompatible with this License; being stated that in any case any document provided by the Laboratory that would be non compliant with this License shall be considered non binding to Spot Image and CNES;
- Opening **Product** packaging;
- Downloading and/or installing and/or manipulating the **Product** on any computer;
- Damaging or destroying the **Product**;
- Retaining the **Product** fifteen days after receipt.

This User License is established between Spot Image and the **Laboratory** for the use of the **Product** in order to perform the **Project**.

As a matter of clarification, with regard to the aforesaid, the terms and conditions of the Standard Licence of Spot Image called “Non-Exclusive License to use SPOT Satellite Products between Spot Image and the End User” (as available on Spot Image web site) are not applicable for the use of SPOT products made available by Spot Image under the international polar year Program (i.e. the **Products**).

**DEFINITIONS**

“**Authorized User**” means any student, research scientist, engineer or technician duly employed in the **Laboratory** who is granted authorization to access the **Product**.

“**Digital Elevation Model**” or “**DEM**” means any Digital Elevation Model developed by the **Laboratory** from the **Product**.

“**Laboratory**” means the research laboratory, as a moral entity, signatory of the present License.

“**Local Area Network**” means the local network of computers installed on the **Laboratory** site and designed to share software and data for which the **Laboratory** is the operator or to which he controls the access.

“**Other Derivative Works**” means any derivative product developed from a **Product**, other than any Digital Elevation Model or **3D View**.

“**Product**” means any product derived from HRS data/product, supplied by Spot Image to the **Laboratory** under the international polar year Program.

“**Project**” means the research project submitted by the **Laboratory** to the CNES under the international polar year Program, on the basis of which the CNES has decided to provide the **Laboratory** with a **Product**.

“**Value added Product**” or “**VAP**” means (a) any product developed by the **Laboratory**, 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 or (b) any derivatives product developed or extracted from the

**Product** by the **Laboratory**, and which does not contain any imagery data from the **Product**. The **Value Added Product** includes:

- **DEM**;
- **3D View**; and
- **Other Derivative Works**.

“**Third Image Product**” means any image product (satellite product or air product) other than a **Product**, for which the **Laboratory** will have been granted a license to use out of the terms and conditions of the present License.

“**3D View**” means any product in 3 dimensions developed from a **Third Image Product** and a **DEM**.

## ARTICLE 1

The **Product(s)** are made available exclusively to the scientific team of the **Laboratory**, in the frame of the **Project**.

As such, the **Laboratory** can:

- (a) Install the **Product** on individual access computers on the premises of his laboratory;
- (b) Use the **Product** to perform the **Project** for the **Laboratory** internal use only, to the exception of all other use;
- (c) Print or unload extracts of the **Product** to perform the **Project**;
- (d) Make a single copy of the **Product** for archiving and back up purposes;
- (e) Modify the **Product** and, possibly, produce **VAP** within the framework of the **Project**;
- (f) Use any **VAP**, within the framework of the **Project**, for the **Laboratory** internal use only, to the exception, of all other use;
- (g) As part of a report or publication on the **Project**, reproduce the **Product** and/or any **VAP** on any solid medium, on a non commercial basis, in a format not subject to handling (e.g. bit-map format);
- (h) Post a **DEM** on an internet site, in an internet compatible image format (without associated metadata), with the following credit conspicuously displayed: “includes material © CNES\_\_\_\_\_ (year of reception of the data), and Spot Image \_\_\_\_\_ (year of production of the **Product**), all right reserved” written in full. Such posting shall be exclusively made as part of the presentation of the **Project** or the communication of a report or the publication on the **Project**, with the exception of any other use, and may in no event allow downloading of the **DEM** posted, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer such extract.  
Prior to any posting, the **Laboratory** shall inform Spot Image, specifying the URL address used by the **Laboratory**: [sales@spotimage.com](mailto:sales@spotimage.com);
- (i) Provided the terms and conditions of license granted by the supplier of the Third Image Product allow it and in that case, within the limits of the terms and conditions of license (for instance, but no limited to, any format restriction and/or size of the images), post a **3D View** on an internet site, in an internet compatible image format (without associated metadata), with the following credit conspicuously displayed: “includes material © CNES\_\_\_\_\_ (year of reception of the data), and Spot Image (year of production of the **Product**), all right reserved” written in full. Plus, the **Laboratory** shall write in full the copyright credit imposed by the supplier of the **Third Image Product**. Such posting shall be exclusively made as part of the presentation of the **Project** or the communication of a report or the publication on the **Project**, with the exception of any other use, and may in no event allow downloading of the **3D View** posted, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer such extract.  
Prior to any posting, the **Laboratory** shall inform Spot Image, specifying the URL address used by the **Laboratory**: [sales@spotimage.com](mailto:sales@spotimage.com);
- (j) Install the **Product** on his **Local Area Network**, only accessible from his **Laboratory**;
- (k) Enable **Authorized Users** to access the **Product** and/or **VAP** via the **Local Area Network** to perform the **Project**.

All rights not expressly granted by Spot Image under the present Article 1 are hereby retained by Spot Image.

## ARTICLE 2

The **Products** are the property of Spot Image, given that they are produced from data belonging to the CNES.

This property is protected by the copyright under the French Law and according to the terms of international conventions applicable. It is also protected by articles L 341-1 to 343-4 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 3**

The origin of the **Products** must be indicated on any publication using **Product** data, or on any medium reproducing the results obtained from said data. As such, the mention “SPIRIT Program © CNES \_\_\_\_\_ (year of reception of the data) and Spot Image \_\_\_\_\_ (year of production of the **Product**) all rights reserved”, must be fully reproduced.

This mention shall not be removed from the **Product**.

In addition the **Laboratory** shall have the following credit conspicuously displayed in or affixed to any **VAP**: “includes SPIRIT Program material © CNES \_\_\_\_\_ (year of production of the data) and Spot Image \_\_\_\_\_ (year of distribution of the **Product**) all rights reserved”.

### **ARTICLE 4**

The scientific results achieved using all or part of the **Products** must be sent to Spot Image and CNES, which will benefit from free use of these results. A copy of the publications to be produced must be supplied promptly to Spot Image and CNES.

### **ARTICLE 5**

The **Laboratory** must comply with the terms of this License or make others comply with the latter.

He cannot and must not authorize whosoever to:

- Reproduce, transmit, disseminate or provide third parties, even other research laboratories, in any way whatsoever with, all or part of the **Product**, and/or any **VAP**, using electronic or other means, free of charge or on a payable basis, except if he has obtained a previous written approval from Spot Image;
- Alter or modify the **Product**, except within the framework of uses permitted under article 1;
- Do anything not expressly authorized under Article 1.

The **Laboratory** undertakes to take all measures for the **Product** and/or any **VAP** to be used in compliance with the terms of the License and is in particular responsible for:

- Installing the **Product** and/or any **VAP** and properly using this installation;
- The existence of working environment security as regards these measures, especially concerning access to **Authorized Users** only.

### **ARTICLE 6**

Use of the **Product** is only granted for non-commercial research. Commercial use of the **Product** is strictly forbidden, unless so authorized beforehand in writing by Spot Image. The following in particular is considered to be commercial and cannot be covered by this License: any developments using the **Product** which will then be the subject of, or instrumental in, a sale, a license, or a right of use (publication), the filing of a patent, the production of tools or didactic media sold or instrumental in a sale.

### **ARTICLE 7**

The transfer of all or part of the **Product** and/or any **VAP** is prohibited, unless so authorized beforehand in writing by Spot Image.

#### **ARTICLE 8**

The License becomes effective once the downloading and/or installing of the **Product** on any computer and/or once the packaging of the product is opened by the **Laboratory**, and/or any **Authorized User** and/or any employee of the **Laboratory**, and shall run for an unlimited term.

#### **ARTICLE 9**

Spot Image and/or CNES may terminate this License with one-month notice in writing in the case of a presumed breach of the terms of the License by the **Laboratory**. In this case, the **Laboratory** cannot claim any reimbursements whatsoever. The License is automatically terminated if the **Laboratory** breaches the terms of the License. The **Laboratory** must then return the **Product** to Spot Image or CNES and not retain any copies thereof, without prejudice of any damages and interests, which could be required by Spot Image in repair of the damage that it will have possibly undergone because of this violation.

Moreover, in the case of violation of any of the above clauses, in particular those relating to commercial use and non redistribution, the **Laboratory** shall be excluded from access to any SPOT products at the conditions reserved for research proposed by CNES.

#### **ARTICLE 10**

CNES certifies that Spot Image is authorized to draw up this License with the **Laboratory** and that it has made sure that all the rights required for the use of the **Product** by the latter are acquired. CNES cannot guarantee that the **Product** is free from bugs, errors, defects or omissions. It cannot guarantee that the **Product** corresponds to the research requirements of the **Laboratory**.

#### **ARTICLE 11**

Neither CNES nor Spot Image, nor any other party whatsoever having participated in the preparation of the **Product**, can be held responsible for any damage whatsoever, direct or indirect, physical or moral, resulting from use of the **Product** or from incapacity to use it, nor be charged to this effect.

#### **ARTICLE 12**

The financial responsibility of CNES and Spot Image with respect to the **Product** is limited to its service, i.e. distribution. In no case, this can be in excess of the price paid by the **Laboratory** to purchase the **Product**.

#### **ARTICLE 13**

The laws of France govern this User License Agreement. All disputes shall be referred to the courts of Toulouse, France.

Done in (country and city)

this day

For the **Laboratory**:

Name :

Full address :

Phone number :

E-mail Address :

Signature :

## Annex 2: General supply conditions of SPIRIT products

The present conditions are subject to change; for the latest version go to <http://polardali.spotimage.fr:8092/IPY/daliresearch.aspx>

### **1 - DEFINITIONS**

**1.1 Catalogue:** shall mean all the existing Scenes which are available and referenced at Spot Image on the dedicated database for the International Polar Year: the Polar DALI database.

**1.2 Digital Elevation Model or DEM** means any Digital Elevation Model developed by the Laboratory from the Product.

**1.3 Laboratory:** shall mean the research laboratory, as a moral entity, signatory of the non-exclusive License to use Products derived from HRS data/products.

**1.4 Other Derivative Works** means any derivative product developed from a Product, other than any Digital Elevation Model or 3D View.

**1.5 Product:** shall mean any product derived from HRS data/product, supplied by Spot Image to the Laboratory under the International Polar Year Program.

**1.6 Scene:** shall mean any SPOT® satellite image.

**1.7 Third Image Product** shall mean any image product (satellite product or air product) other than a Product, for which the Laboratory will have been granted a license to use out of the terms and conditions of the present License.

**1.8 Value added Product or VAP** shall mean (a) any product developed by the Laboratory, 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 or (b) any derivatives product developed or extracted from the Product by the Laboratory, and which does not contain any imagery data from the Product. The Value Added Product includes:

- DEM;
- 3D View; and
- Other Derivative Works.

**1.9 3D View** means any product in 3 dimensions developed from a Third Image Product and a DEM.

### **2 - GENERAL PROVISIONS**

These General Supply Conditions of SPIRIT product are deemed irrevocably accepted by the Laboratory. Any clause or condition stating otherwise which appears in any correspondence or any order form addressed by the Laboratory to Spot Image shall be ineffective against Spot Image. If a particular agreement concluded with a Laboratory expressly derogates from one of these General Supply Conditions, the other conditions shall remain applicable.

### **3 - PURCHASE ORDERS**

Notwithstanding any clause to the contrary, filling the present order form results in the adherence by the Laboratory to these General Supply Conditions. Spot Image reserves the right to accept or refuse any order, at its sole discretion. In any case, Spot Image shall be bound by no order unless it has been confirmed in writing, by Spot Image. Upon receipt of the order, Spot Image shall send to the Laboratory an acknowledgement of receipt mentioning all the order data as acceptable to Spot Image. This acknowledgement of receipt shall imply confirmation of the order. In the case of an order made by electronic mail, these provisions shall also be applicable. No modification or cancellation of an order of Scenes referenced in the Catalogue shall be possible after a period of twelve (12) hours from the issue of the acknowledgement of receipt of the order. Spot Image reserves the right to refuse any order comprising terms of delivery which it considers impossible to comply with.

### **4 - DELIVERY**

#### **4.1 - Terms of delivery**

The terms of delivery proposed by Spot Image in its acknowledgement of order receipt are given for information only, except when expressly guaranteed in writing by Spot Image. Any overrun of the term of delivery does not authorize the Laboratory to refuse the total or partial delivery of the Products nor to claim any indemnity whatsoever. Should Spot Image, for any reason, find itself through its doing unable to deliver the Products

ordered, the Laboratory shall be entitled only to a refund of the price, without any indemnity of any nature whatsoever.

#### **4.2 – Modes of delivery**

Products are delivered on-line. This service is free of charge. After registration at Spot Image, an electronic message shall be sent automatically to the Laboratory to inform him about the availability of the Products and about the deadline within which he must download his Products. Unless otherwise indicated, the Laboratory shall then have a deadline of ten (10) days, starting from the said electronic message, to download the Products ordered. Should the Laboratory not download the ordered Products within the time allowed, Spot Image shall, upon his request, place the Products available back on the delivery server for an additional payment of two hundred (200) Euros for management costs. If the Laboratory should be unable to download the Products ordered, Spot Image shall send him, upon his request, the said Product on CD or DVD, as the case may be.

#### **5 -PRICES**

For each order, the price applicable is that which is in force at the date of order confirmation by Spot Image. The prices defined in the Spot Image Price List are expressed in Euros, exclusive of taxes, "Ex-works", (Incoterms C.C.I. 2000), including standard packaging.

#### **6 - CARRIAGE**

The risks pertaining to the Products sent shall be transferred to the Laboratory as from the placing of the Product on the delivery server.

#### **7 - TITLE RETENTION CLAUSE**

Spot Image reserves the title of the Products delivered until payment in full of their price in principal and interests. Should the price not be paid in accordance with article 10 of these General Supply Conditions, Spot Image shall be authorized to regain the title of the Products, and the sale can be terminated ipso jure by Spot Image who will retain any advance payments by way of damages. In the event of litigation or of an objection raised by the LABORATORY, no compensation, of any type, can challenge the title retention clause.

#### **8 - LICENCE**

See the attached Non-exclusive License to use Products derived from the HRS data/products granted to the research laboratories under the International Polar Year Program attached in Annex 2.

#### **9 - CLAIMS**

Any claim related to the quality and/or quantity of the Products delivered must, to be admissible, be well-founded and duly formulated in a recorded delivery letter at the latest seven (7) days after the receipt of the Products by the Laboratory. This deadline can under no circumstances exceed one (1) month as from the date at which the Product is made available by Spot Image. No return of the Products shall be accepted without prior written and definite consent by Spot Image.

#### **10 - PAYMENT**

All Spot Image invoices are payable without discounts or reductions. The methods of payment accepted shall be defined in the acknowledgement of receipt of the order. Unless otherwise stated, the payment must be made by transfer at the latest thirty (30) days after the Products are made available. The sums shall be credited to the Spot Image account appearing on the order confirmation. All overdue sums, totally or partially, shall carry, after formal notice to pay addressed in writing to the Laboratory, interest at a rate of 1.5%, (one and a half percent) per month, from the due date until the actual date of payment. Without prejudice to any other action, Spot Image reserves the right to apply one or more of the following provisions:

- to suspend the current orders until complete payment of the price;
- to refuse all future orders;
- to suspend the licence of use and/or the right to make added value on the Products;
- to claim and obtain the refund of all the costs incurred as the result of the contentious recovery of the sums due, including the legal fees;
- to bring a legal action in order to defend the interests of Spot Image.

In any case, payments may not be suspended, nor form the subject of any compensation, without prior written consent by Spot Image.

## **11 - EVENT OF DEFAULT**

By express agreement, any term not respected or renewed by the Laboratory shall cause ipso facto the cancellation of the payment deadlines which may have been granted upon confirmation of the order. Spot Image shall then be able to claim immediate payment of all outstanding invoices. Concerning the non-delivered quantities, Spot Image shall be able to either claim payment before collection, or cancel the balance of the order, without prejudice to any other damages.

## **12 - RESPONSIBILITY – GUARANTEE**

**12.1** Spot Image, through its customer service, shall endeavour to inform at best the Laboratory about the characteristics of the Products and their compatibility. However, only the Laboratory is fit to define the characteristics of his needs and of the suitability of the Products to their satisfaction. Consequently, it shall be for the Laboratory to decide on the use of the Products marketed by Spot Image, and Spot Image shall under no circumstances be held responsible as regards the suitability of these Products concerning any use whatsoever.

**12.2** Spot Image shall endeavour to satisfy the Laboratory's request by delivering Products which comply with his order. However, these Products being complex, Spot Image can under no circumstances guarantee them against any hidden defect or fault. Spot Image's guarantee shall be limited either to the replacement of the Products carrying an apparent bad workmanship defect if they are available, or to their refund, with the exclusion of any indemnity or damages. Any claim concerning the apparent defects or the non-conformity of the Product delivered with the Product ordered must be made in compliance with the deadlines stipulated in article 9 of these General Supply Conditions.

**12.3** In addition to the apparent defects insufficiently indicated upon receipt of the Product concerned, shall also be excluded the defects or deterioration caused by fair wear and tear or by an external accident (erroneous assembly or loading, faulty maintenance, abnormal use...) or by a modification of the Product which has not been planned nor specified by Spot Image.

**12.4** Under no circumstances can Spot Image be held responsible, on the basis of responsibility arising from the faulty Product, for the damages caused to the Laboratory's goods which are useful for his profession. In addition, the Laboratory shall not be able to bring an action against Spot Image and/or CNES on these grounds. Under no circumstances can Spot Image and/or CNES be held responsible for all indirect and/or immaterial losses 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 provided by a person or possession.... caused to the Laboratory or to any third party.

## **13 - NON-EXCLUSIVITY**

No Laboratory shall be able to claim an exclusive right of use on the Product.

## **14. CONFIDENTIALITY**

The Laboratory commits himself, for a period of five (5) years, to consider confidential all information, of any nature whatsoever, which he may have obtained as a result of or on the occasion of the placing of any order or of the delivery of a Product. The Laboratory guarantees Spot Image that his personnel and sub-contractor shall respect and maintain the confidentiality of the said information. The non-respect of the confidentiality clauses linked to this contract shall lead to its immediate ipso jure termination, which the Laboratory shall be exclusively responsible for.

## **15 - INTELLECTUAL PROPERTY**

### **15.1 - Copyright**

The French Space Agency (Centre National d'Etudes Spatiales - CNES) is the sole holder of the copyright on the SPOT® data. The Products are elaborated from this data. The Laboratory hereby acknowledges Spot Image's right to protection against the non-authorized reproduction and/or representation of the Products under French copyright legislation and according to the terms of the international conventions applicable. Consequently, the Laboratory has no proprietary right and commits himself to respect the intellectual property rights and patent rights held by Spot Image and hereby authorizes Spot Image to make sure, by any means whatsoever, that this commitment is respected.

### **15.2 - Database Protection**

The Laboratory hereby acknowledges the right of Spot Image and the CNES to the protection against the non-authorized re-use or extraction of the data which constitute the Products or of a substantial part of a Product, whenever this Product is a database within the meaning of articles L 341-1 to L 343-4 of the Intellectual Property Code, as modified by the law of 1st July 1998.

### **15.3 - Trademarks**

The Laboratory hereby acknowledges that the trademarks registered by Spot Image are the property of the latter. The sale to the Laboratory by Spot Image confers on the Laboratory no right to use the SPOT®, Spot Image® and SPOTView® trademarks and logographs.

### **16 - FORCE MAJEURE**

Spot Image cannot be considered to be failing to meet its contractual obligations if these failures are due to the occurrence of a Force Majeure. Force Majeure designates all the occurrences which are beyond the reasonable control of Spot Image, of any nature whatsoever, and in particular all breakdowns of a SPOT satellite in activity and/or of another satellite of which Spot Image distributes the Products and/or of the SPOT system, natural catastrophes, bad weather, fires, collective work disputes, strikes, sabotage, embargoes, interruptions or delays in the transport or means of communication, war, acts or regulations issued by the French government, by public, civil or military authorities (including delays in the obtainment of authorizations or licences of any sort), by the U.N., which may occur as from the date of the order and would prevent its total or partial execution.

### **17 - TERMINATION CLAUSE**

Should all or part of the price not be paid on the due date, or should any one of the general or specific conditions not be met, the supply and all other supplies being carried out shall be cancelled ipso jure, if such a failure is not remedied within 15 days following the delivery of a recorded delivery letter expressing the intention of Spot Image to use this clause. In this case, the termination of the contracts can be stated and the restitution of the merchandise ordered by the competent emergency interim judge. The advance payments paid on the price of the sales cancelled shall be retained by Spot Image without prejudice to any other dues, costs, interests or damages that the Laboratory may be ordered to pay.

### **18 - JURISDICTION AND LAW APPLICABLE**

All controversies between the parties shall be settled under the arbitration of the Commercial Court of Toulouse. The law applicable shall be French law.

### **19 - FINAL REGULATIONS**

Should Spot Image not take advantage, at any moment, of any one of the regulations of the contract, this cannot be interpreted as constituting a renunciation or relinquishment, by Spot Image, of any one of its rights, nor shall it affect the validity of all or part of the contract, nor shall it constitute an obstacle to any future action by Spot Image. Any amendment or modification of the contract shall enter into force only after having been signed by the representative duly authorized by each of the parties.