

AMENDMENT 1 TO NON-EXCLUSIVE LICENSE TO USE SPOT SATELLITE PRODUCTS BETWEEN SPOT IMAGE CORPORATION (SICORP) AND THE END-USER

- Whereas the END-USER has signed an End-User License Agreement, which is effective from **insert date of signature of License** ("License");
- Whereas, by this amendment 1 to the EULA ("Amendment 1"), the Parties wish to amend article 2.1 "Permitted Uses" of the License;
- Now therefore, the Parties hereby agree as follows:

ARTICLE 1 – Amendment to the License:

1.1 Paragraph h. of Article 2.1 Permitted Uses of the License is amended and restated in its entirety to read as follows:

The END-USER is hereby granted by SICORP a non-exclusive, non-transferable, License:

- (h) to post any PRODUCT on an internet site, or to allow University of Alaska Geographic Information Network of Alaska (GINA), which office is located at P.O. Box 757500, 505 South Chandalar Drive, Fairbanks, AK 99775 and established under the laws of the State of Alaska to post any PRODUCT on the GINA websites available at the following addresses : alaska.gov, gina.alaska.edu, alaskamapped.org, in full resolution, lossy compressed format (WMS- Web Mapping Services and web map tile services such as KML – Keyhole Marking Language streams), with the following credit conspicuously displayed: "includes material © CNES _____(year of production), Distribution Spot Image S.A., France, SICORP, USA, all rights reserved" written in full, for viewing and/or downloading of the PRODUCT by third party except any third party established, incorporated or located in Japan, Canada, Sweden, Saudi Arabia, Malaysia, Taiwan, and Mexico.

Access to the Products shall be dependent on the prior acceptance by any web user of the EULA.

The END-USER and/or University of Alaska shall cause each web user to accept the provisions and restrictions provided in the EULA. The END-USER shall attach a summary of the EULA that includes at least the article 2 "license" and URL reference to the full EULA within the metadata attached to web services and/or streaming provision of the Product(s).

Prior to any posting, the END-USER and/ or University of Alaska shall inform SICORP, specifying the URL address used by END-USER and/or University of Alaska: sales@spot.com;

If a third party established, incorporated or located in Japan, Canada, Sweden, Saudi Arabia, Malaysia, Taiwan and Mexico wishes to have access to the PRODUCT, that third party must contact SICORP and obtain its prior permission and/or purchase that right prior to accessing PRODUCT through web services;

ARTICLE 2 – Autonomy of the Other Articles of the EULA

Except as otherwise provided herein, all terms of the License remain unchanged and in full force and effect.

Article 3 – Effective Date of the Amendment

The Amendment is entered into force retroactively on **insert date starting from which you wish to grant the University of Alaska the right to post the product on the Gina website.**

For the END-USER:

Date: