

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

This amendment (hereinafter referred to as the “Amendment”) is entered into force the day of the signature of the last Party, by and between:

**SPOT Image Corporation d/b/a Astrium GEO-Information Services North America;**

Located at 14595 Avion Parkway, Suite 500, Chantilly, VA 20151, duly represented by Mr. Antoine DE CHASSY, acting in his capacity as Chief Executive Officer,

Hereinafter referred to as “SICORP”

And:

**Alaska Department of Natural Resources;**

Having its registered office at 550 W 7<sup>th</sup> Ave, Suite 706, Anchorage, AK 99501 (hereinafter referred to as the “End User”), represented by Maryls Hagen, C.P.M., as Procurement Officer

Who may be hereinafter referred to individually as the “Party” or collectively as the “Parties”.

**WHEREAS,**

- SICORP has granted a Non-Exclusive License to Use Spot Satellite Product over Alaska signed by END USER on August 10, 2010 ( hereinafter referred to as the “License”);
- The License allows SICORP to share the PRODUCT, with the AFFILIATED END USER identified in the License, under conditions mentioned in article 2.1 (j) of the License;
- With END USER’s approval, USGS in its quality of AFFILIATED END USER, wishes to make available the PRODUCT on the US TOPO Product available at the following link: <http://nationalmap.gov/ustopo/index.html> and is willing to pay 100.000 USD for such use (hereinafter referred to as the Fees”);
- In consideration of the Fees paid by USGS, SICORP agrees to grant such additional right to USGS;
- The Parties wish to amend the License to add this additional right in favour of USGS;

NOW IS HEREINAFTER AGREED AS FOLLOWS:

## **1 - SCOPE OF THE AMENDMENT**

The Parties wish to amend the License in order to add the right for USGS to make available the Product in the US TOPO product available at the following link <http://nationalmap.gov/ustopo/index.html> (hereinafter referred to as the “US TOPO use”).

## **2 - AMENDMENT OF THE LICENSING AGREEMENT**

The articles of the License are amended under the present Amendment as follows:

1. Article 2.1 “ Permitted uses” is amended as follows:

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

- (j) to share the PRODUCT and/or any VAP with any AFFILIATED END-USER, subject to the following:
  - (i) the END-USER shall grant each AFFILIATED END-USER the EULA;
  - (ii) each AFFILIATED END USER shall accept and sign the EULA;
  - (iii) the END-USER shall cause each AFFILIATED END-USER to comply with the provisions and restrictions provided in the EULA;

Notwithstanding the above, in consideration of the Fees paid by USGS to SICORP, the END-USER shall grant USGS, in its quality of AFFILIATED END –USER, the right to make available the Product to the public exclusively in the US TOPO product available at the following link: <http://nationalmap.gov/ustopo/index.html>. Such right is addition to the rights granted to USGS, in its quality of AFFILIATED END USER, under the EULA.

The END-USER shall promptly notify in writing SICORP of any infringement relating to the use of the PRODUCTS, VAP and/or DERIVATIVE WORKS, which becomes known to it and/or brings to its attention during the term of this End User License Agreement and/or the EULA and to take reasonable means to stop it.

In case legal proceedings are instituted by SICORP, Spot Image and/or CNES in this connection, the government of Alaska undertakes to fully cooperate in the prosecution.

The END-USER shall in all cases be responsible for and liable to SICORP and Spot Image and shall indemnify and hold SICORP and Spot Image harmless in case any PRODUCT and/or VAP and/or DERIVATIVE WORKS is not used in accordance with the foregoing. All rights not expressly granted herein are reserved by SICORP.

## **ARTICLE 3 – AUTONOMY OF THE OTHERS’ AGREEMENT ARTICLES**

All the other provisions of the License, not expressly modified by this Amendment remain in full force and effect between the Parties and shall apply to this Amendment.

Made in two (2) original copies,

IN WITNESS WHEREOF, the Parties have set their hands and seals and duly executed this Amendment effective as of the date written above.

**FOR ALASKA DEPARTMENT OF NATURAL RESOURCES**

NAME: *Marlys Hagen, C.P.M.*

TITLE: *Procurement officer*

DATE: *9/7/11*

SIGNATURE: *Marlys Hagen*

**FOR SPOT IMAGE CORPORATION**

NAME: Diana Clemente

TITLE: COO/VP Operations

DATE:

SIGNATURE: