



## EURIMAGE STANDARD TERMS AND CONDITIONS OF LICENSE

All licenses of Satellite Data/Products ("SD/P") by Eurimage shall be governed by these *Standard Terms and Conditions of License*. No other terms or conditions shall be binding on Eurimage unless specifically accepted in writing by Eurimage.

### 1. Definitions.

"*Enhanced Products*" (or "*Derived Products*" or "*Value Added Products*" or *EP*"):

Any products developed by the User based on the original data contained in the SD/P such as a revision, modification, alteration, development, enhancement, translation, abridgment, condensation, expansion or any other form in which such pre-existing data may be recast, enhanced, transformed or adapted, whether or not by combining or incorporating in such data additional technology, imagery or image processing sufficient to give such data products benefits or features not available in the original data and regardless of whether the value or utility of the data is increased.

"*Media*": the cd-roms, diskettes, exabytes or electronic files, which contains the SD/P.

"*Party*": each Eurimage and the End User.

"*Parties*": Eurimage and the End User jointly.

"*Standard Data/Products or SD/P or Products*": any Satellite Data/Products listed in the *Eurimage Official Price List*. These may include products from Satellite/Ground Station Operators with whom Eurimage has a distribution agreement or any Data Products generated by Eurimage.

"*Use*": (a) the utilizing of the whole or any of a SD/P by loading, transferring or copying the same for the processing of the data contained in such SD/P for internal use of the User only; (b) the merging of the data contained in a SD/P in machine readable form for internal Use of the User only; (c) the printing of imagery out of the data embodied or encrypted in the SD/P for internal use of the User only; (d) the copying, for internal Use of the User only, of the whole or any part of the data contained in a SD/P for back-up, provided that no more than one copy will be in existence at any time with the User; (e) the storing the whole or any part of the data contained in a SD/P on the computer system or other storage units or disk of the User.

"*User/s*" or "*End User/s*" or "*Licensee/s*": The natural or legal persons executing the order form and accepting the terms and conditions of this License. In the event that the Licensee is a public or private company, corporation, foundation, association or entity, this License hereunder shall include also the right of Use of the SD/P and the right to develop E/P by any authorized employee and/or consultant and subcontractor of such public or private company, corporation, foundation, association or entity. In case of multiple licenses, all users must be identified at the time of order.

### 2. License

**2.1 License to Use.** Eurimage hereby grants to the User a *sine die*, nontransferable and nonexclusive license to Use, solely for internal purposes by User's business, the SD/P. This license does not include the right to copy (save as otherwise set out herein), disclose, publish, print, format, sell, assign, dispose of, lease, sublicense, distribute or transfer the SD/P or to use the same in any manner or for any purpose not expressly authorized by this license. Eurimage and/or Satellite/Ground Station Operators reserve all intellectual property rights not expressly granted to User hereunder. Any right of sub-licensing is expressly excluded from these *Standard Terms and Conditions of License*.

**2.2 Right to Develop EP.** Eurimage hereby grant to the User the Right to Develop EP from the licensed SD/P for its internal

purpose. EP that contain any imagery data from the licensed SD/P require an ad-hoc agreement with Eurimage before dissemination to any third party. A few not exhaustive examples are: Fused Imagery Products, Orthorectified Products, Enhanced Image Products including any histogram manipulation, Analogue Products (hardcopy/printed) displaying map-based Eurimage Products. EP that do not contain any imagery data from the licensed SD/P are not subject to ad-hoc agreements with Eurimage. A few not exhaustive examples are: Derived Vector Map Products (features, buildings, waterlines, centrelines, classification), Derived Digital Elevation Model or Digital Terrain Model Products, Text/Tabular Products. If the User intends to sell to any third party the original SD/P together with the EP, an ad-hoc authorization from Eurimage and an additional license to Use for the third party is required.

**2.3. QuickBird & WorldView-1 Data/Products.** In addition to the provisions contained in these *Standard Terms and Conditions of License*, QuickBird & WorldView-1 Data/Products require the execution an addendum to these Terms "*Eurimage Standard Terms and Conditions of License for QuickBird & WorldView-1 Products*". Provisions herein contained will prevail on the relevant provisions of the *Eurimage Standard Terms and Conditions of License*.

**2.4 Intellectual Property Rights.** The User acknowledges that the licensed SD/P is a special, unique and valuable product in which the copyright and other applicable intellectual property rights vest in the Satellite/Ground Station Operators and/or Eurimage. The User shall not remove, obscure or interfere with any copyright notice or trademark notice affixed to, incorporated in or otherwise applied in connection with the licensed SD/P as supplied to the User. In addition, the User undertakes to reproduce in similar fashion any such notice in connection with any authorized copy of the Licensed SD/P or EP made by the User. The license or possession of SD/P shall not give rights to the use of the trademarks or logos of the Satellite/Ground Station Operators and/or Eurimage, unless explicitly authorized by Eurimage. Unless differently communicated by Eurimage, the following copyright statement applies for all SD/P distributed by Eurimage: "<Original Data/Product> © <Name of the Satellite/Ground Station Operator>; <year of data acquisition>; <Distributed by Eurimage>".

The User may be held responsible for any copyright infringement caused or encouraged by the User's failure to abide by the terms of these *Standard Terms and Conditions of License*. User shall take all reasonable steps to protect the SD/P from misappropriation or misuse, unauthorized duplication or distribution and shall notify Eurimage immediately if User learns of any use of the SD/P by anyone in any manner not authorized. The User acknowledges that the SD/P are and contain trade secrets of the Satellite/Ground Station Operators and/or Eurimage or its suppliers and agrees to take all reasonable steps to protect the trade secrets status of the SD/P.

### 3. Operational procedures

**3.1 Ordering.** All orders shall be made by fax or letter post or on-line, (when available), using the appropriate *Eurimage Order Forms*. Eurimage shall only accept orders that have been completely and correctly filled out. If the User attaches to the *Eurimage Order Form* any other internal purchase order containing contrary terms and conditions, these terms will not have any legal effect and will not be binding on Eurimage, whose *Standard Terms and Conditions of License* will supersede anyway.

The selection of the scenes to be ordered shall be effected directly by the User, under its own responsibility; therefore,



product rejections based on possible mistakes in ordering from the User will not be accepted by Eurimage. An *Order Confirmation* shall be issued by Eurimage and dispatched to the User after the relevant request has been forwarded to the Satellite/Ground Station Operators. Should any of the SD/P ordered be unobtainable, for whatever reason (including, but not limited to, satellite or ground segment failures, or other actions of the Satellite/Ground Station Operators), Eurimage shall not be held liable for any losses incurred due to the unavailability of the SD/P. If an invoice has already been issued, Eurimage shall issue a credit note for the unobtainable SD/P only. After the *Order Confirmation* has been issued by Eurimage, the order cannot be cancelled or modified by the User. A Programming Request submitted on a *Eurimage Order Form* shall be treated as an order and shall therefore be subject to these *Standard Terms and Conditions of License*.

**3.2 Delivery** SD/P are delivered and made available to the User at "Ex-Works Conditions".

SD/P are delivered in electronic format, on the Media indicated by the User in the *Eurimage Order Form*. Eurimage shall fulfill its obligations of delivery by making available the SD/P at its premises. The User shall be responsible for and shall pay all shipping, freight, and insurance charges, including expenses for export licenses, if any. Any such costs, expenses or charges paid in advance by Eurimage shall be charged to the User in the invoices for the relevant order. Eurimage may require the User to pay such charges in advance. All risk of loss of or damage to the SD/P shall pass to the User at the time of delivery of the SD/P. The User shall be responsible for the obtaining of any export license. Eurimage shall use all reasonable efforts to deliver SD/P as quickly as possible.

A delivery confirmation shall be issued by Eurimage and dispatched to the User after the SD/P have been made available.

Unless expressly agreed to the contrary in writing, Eurimage shall make partial/incremental deliveries of the User's orders, to be separately invoiced and paid for when due. Delay in delivery of any installment shall not relieve the User of its obligation.

**3.3 Invoicing.** The invoices for each order will be issued by Eurimage when the SD/P is made available for delivery.

All invoices will show the *Eurimage Order Number*, a unique scene identifier, the product code, the currency, as specified in the *Eurimage Official Price List*, and the shipping costs, if any.

Unless otherwise explicitly requested by the User, all the invoices will be sent to the same address indicated by the User in the *Eurimage Order Form*.

**3.4 User's Undertakings; Infringements.** The User shall cause all its employees, agents and authorized representatives, if any, to abide by these *Standard Terms and Conditions of License* and shall ensure that such employees, agents and authorized representatives are notified of these *Standard Terms and Conditions of License* and the terms hereof prior to the use of the SD/P. The User shall notify in writing to Eurimage any claim based on an allegation that SD/P supplied hereunder infringes any intellectual property rights within ten (10) days from the learning of such claim.

**3.5 Limitation of Liability.** In no event shall Eurimage or its Satellite/Ground Station Operators be liable, within the limit set out by the applicable law, for any claim of loss incurred by the User, including without limitation, compensatory, incidental, indirect, special, consequential, exemplary or other non compensatory damages, such as lost profits, loss of goodwill, opportunity costs, cost of cover, or cost of replacement goods, irrespective of whether Eurimage knew or should have known of the likelihood of such damages. The User acknowledges that no

representations made by third party distributors or resellers are binding upon Eurimage. This limitation applies to all causes of action including but not limited to breach of contract or warranty, negligence, strict liability, misrepresentation and other torts. If Eurimage's limitation of liability set forth in this License is for any reason held unenforceable or inapplicable, despite the limitations contained herein, the User agrees that Eurimage's liability shall not exceed fifty percent (50%) of the price paid by the User to Eurimage with respect to the Product.

Eurimage shall not be held responsible for any damage or defects caused by improper storage or neglect of the SD/P after delivery.

Eurimage shall not be liable, within the limits set out by the law, for any damage or loss incurred by the User, its employees, agents or authorized representatives, caused by, or connected with, the SD/P, its use or planned use.

**3.6 Disclaimer of Warranty.** Eurimage supplies the SD/P with a limited warranty. All complaints concerning defects or lack of quality of the SD/P shall be reported to the Eurimage by fax or registered mail within fifteen (15) calendar days from the SD/P delivery. In the absence of any such communication the SD/P shall be considered as having been accepted as being of merchantable quality by the User, and no subsequent objections to the SD/P quality shall be accepted. In the event that the complaint may not be directly dealt with and solved by the Eurimage, the latter will issue an ad-hoc communication to the User. After receipt of such ad-hoc communication, the SD/P to be rejected shall be returned to Eurimage within seven (7) calendar days, at the User's expense, before any replacement shall be made, unless otherwise agreed in writing with Eurimage. Eurimage's sole liability and exclusive remedy of the User shall be, alternatively, to replace any defective SD/P that is returned to Eurimage or, at Eurimage's sole discretion, refund the price for the defective SD/P previously received by Eurimage. The warranty contemplated herein shall apply only on condition that the defects have not been caused by any modification, variation or addition to the SD/P not performed by Eurimage or the Satellite/Ground Station Operators or caused by the incorrect use, abuse or corruption of the SD/P or by use of the SD/P with other products or on equipment with which it is incompatible. Save as otherwise herein provided, the SD/P is provided without warranty of any kind, and all warranties of merchantability and fitness for any particular purpose are expressly excluded. Eurimage does not warrant that the Product will meet the User's needs or expectations or those operations of the SD/P will be error free or uninterrupted. Eurimage does not warrant as to the accuracy, reliability or completeness of any data delivered with or as a result of the use of the SD/P. No oral or written advice or information provided by Eurimage or the Satellite/Ground Station Operators or any of their agents, employees or authorized representatives shall create a warranty or in any way increase the scope of this limited warranty, and the User to rely on any such advice or information.

#### 4. Financial Conditions

**4.1 Prices.** The *Eurimage Official Price List* applicable shall be that valid for the country where the User has its registered office or its permanent establishment.

The price for the ordered SD/P shall be that set out in the *Eurimage Official Price* in force on the date of the issue of the *Order Confirmation* by Eurimage. The *Eurimage Official Price List* published on the Eurimage web site, [www.eurimage.com](http://www.eurimage.com), is to be considered the only valid version.

The prices listed in the *Eurimage Official Price List* exclude any taxes, customs duties, shipment and insurance fees that may be



applicable, and for which the User shall be responsible at all times.

Price to the User does not include taxes of any nature, custom duties, or any other cost, expense or fee which may be applicable to, or be due in connection with, any transaction hereunder ("Taxes and Costs"). The User shall pay those Taxes and Costs invoiced by Eurimage or will supply appropriate tax exemption certificates in a form satisfactory to Eurimage.

Shipment charges shall depend upon the weight of each consigned package and shall be added to the commercial invoice by Eurimage as given in the *Eurimage Official Price List*.

**4.2 Terms of payment.** All orders must be prepaid unless otherwise accepted and communicated by Eurimage. Where Eurimage permits payment within thirty (30) calendar days from the date of the invoice, an invoice shall be considered overdue if notification of the payment has not been received by close of business on the due date. The User shall be liable for an interest charge of 0.75% of the net invoice amount for each complete 30-day period that an invoice remains unpaid after the due date. Eurimage shall invoice these charges at the end of each calendar quarter.

In the event of an invoice remaining unpaid for an extended period of time (the duration of this period will depend on the circumstances of the late payment), Eurimage reserves the right to apply one or more of the following remedies:

- to place orders on hold — any outstanding orders, or any orders received subsequently, shall not be processed until all overdue payments have been made
- to suspend any special agreements until all overdue payments have been made
- to not accept any future orders
- to suspend the License to use and/or the right to develop EP and to require the return of the SD/P purchased from Eurimage and not yet paid
- to initiate legal proceedings to protect Eurimage's interests.

The User shall pay the ordered SD/P in the currency indicated in the applicable *Eurimage Official Price List*. Unless otherwise agreed by Eurimage all payments shall be made through international electronic bank transfer only. No cheques will be accepted. The User shall indicate the Eurimage invoice to which each payment refers.

### 5. Term; Termination.

These *Standard Terms and Conditions of License* shall become effective on the date on which they are signed by the User and shall continue to be in force until terminated as provided herein. Eurimage and the User may terminate these *Standard Terms and Conditions of License* at will, at any time, with or without cause, by written notice given to the other party at least thirty (30) days prior to the effective date of such termination. In the event of any breach of the provisions of these Standard Terms and Conditions of License, the party not in default shall be entitled to terminate these *Standard Terms and Conditions of License* by a fifteen day written notice, provided that if the breach in question is one which the party in default can effectively remedy, the written notice shall not be effective to terminate these *Standard Terms and Conditions of License* unless the party in default fails within 30 (thirty) days of the date of written notice effectively to remedy the breach. Eurimage may terminate forthwith these *Standard Terms and Conditions of License* at any time by written notice to the User in the event that the User fails to comply with any of these *Standard Terms and Conditions of License*. Within ten (10) days from termination of this Agreement, the User shall return all copies of all or any portion

of the SD/P covered by these *Standard Terms and Conditions of License* which are in its possession, custody or control, and notify the Eurimage of the existence and identity of any custodian of any copy of all or any portion of the SD/P not in the User's possession, custody or control but obtained or derived directly or indirectly from the User.

### 6. Governing Law and Jurisdiction

These *Standard Terms and Conditions of License* shall be construed and enforced in accordance with the laws of Italy. The parties hereto agree that the Italian Courts shall have exclusive jurisdiction for any dispute or controversy concerning, arising out or connected with these *Standard Terms and Conditions of License* and that, within such jurisdiction, the Courts of Rome shall be competent..

### 7. Miscellaneous.

(a) Neither these *Standard Terms and Conditions of License* nor any rights granted by it may be assigned or transferred by the User, by merger, acquisition, operation of law or other event, without the prior written consent of the Eurimage.

(b) Eurimage shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Eurimage's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such delay, Eurimage may defer the delivery date for a period equal to the time of such delay.

(c) These *Standard Terms and Conditions of License*, together with the accepted *Eurimage Order Form*, constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings, and agreements between the parties with respect to the subject matter hereof. The parties acknowledge and agree that neither of the parties is entering into these *Standard Terms and Conditions of License* on the basis of any representations or promises not expressly contained herein.

(d) The User shall be responsible for payment of any tax (including surcharges and penalties), fees, duties or levies on the SD/P, or arising out or imposed by reason of these *Standard Terms and Conditions of License*.

(e) The parties shall perform these *Standard Terms and Conditions of License* in good faith and diligently in conformity with the highest ethical standards as acknowledged to be "best practice" for international business and according to the "Code of Ethics" reported on the Eurimage web site [www.eurimage.com](http://www.eurimage.com). The User declares to have read and understood the Eurimage "Code of Ethics" and not to violate it. Violation of such principle shall constitute a material breach of these *Standard Terms and Conditions of License*.

(f) Any notice provided pursuant to these *Standard Terms and Conditions of License* shall be delivered by hand, registered mail, facsimile or overnight courier and sent to the addresses of the parties indicated above. The parties hereto agree that facsimile copies of the notices shall be deemed effective.

(g) This License may be modified only by a written amendment signed by both Eurimage and the User. If any provision is determined to be invalid or unenforceable, the remaining provisions of this License shall continue to be valid and enforceable.

(h) The User shall be responsible for obtaining any and all required governmental authorizations, including but not limited to any export or import licenses, and foreign exchange permits.