

The license agreement of Satellite Data/Products (“SD/P”) between e-GEOS and Licensee shall be governed by these e-GEOS Standard Terms and Conditions of License (the “Standard Terms”) and any relevant addendum (hereinafter also jointly referred to as the “License”). No other terms or conditions shall be binding on e-GEOS unless specifically accepted in writing by e-GEOS.

## 1. Definitions.

“Enhanced Product/s (or “Derived Product/s” or “Value Added Product/s” or “EP”): Any raster products developed by the User based on the source image data (pixel) or reasonable facsimile of the source image 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, DVDs, Hard-Drives, or electronic files, which contains the SD/P.

“Party”: each e-GEOS and the End User.

“Parties”: e-GEOS and the End User jointly.

“Satellite/Ground Station Operators”: an entity owning/operating a satellite granting e-GEOS the distribution rights for SD/P.

“Standard Data/Product/s or SD/P or Product/s”: Satellite Data/Products available from e-GEOS. These may include products from Satellite/Ground Station Operators or any Data Products generated by e-GEOS.

“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.** e-GEOS 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. e-GEOS 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.

**2.2 Right to develop EP.** e-GEOS hereby grants 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 e-GEOS 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 e-GEOS Products. EP that do not contain any imagery data from the licensed SD/P are not subject to ad-hoc agreements with e-GEOS. 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 transfer to any third party the original SD/P together with the EP, an ad-hoc authorization from e-GEOS and an additional license to Use for the third party is required.

**2.3. GeoEye-1 and IKONOS Products.** In addition to the provisions contained in these Standard Terms, the license of GeoEye-1 and Ikonos Products requires the execution of the addendum “e-GEOS End User Terms and Conditions of License for GeoEye-1 and Ikonos Products” (the “Addendum”) to these Standard Terms. Provisions contained in the Addendum shall prevail on the relevant provisions of these Standard Terms.

**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 e-GEOS. 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 e-GEOS, unless explicitly authorized by e-GEOS. Unless differently communicated by e-GEOS, the following copyright statement applies for all SD/P distributed by e-GEOS: “<Original Data/Product> © <Name of the Satellite/Ground Station Operator>; <year of data acquisition>; <Distributed by e-GEOS>”.

The User may be held responsible for any copyright infringement caused or encouraged by the User’s failure to abide by the terms of this License. User shall take all reasonable steps to protect the SD/P from misappropriation or misuse, unauthorized duplication or distribution and shall notify e-GEOS 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 e-GEOS 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 e-GEOS order forms. e-GEOS shall only accept orders that have been completely and correctly filled out. If the User attaches to the e-GEOS order form any other purchase order containing contrary terms and conditions, these terms shall not have any legal effect and shall not be binding on e-GEOS.

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 e-GEOS. An order confirmation shall be issued by e-GEOS 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), e-GEOS shall not be held liable for any losses incurred due to the unavailability of the SD/P. If an invoice has already been issued, e-GEOS shall issue a credit note for the unobtainable SD/P only. After the order confirmation has been issued by e-GEOS, the order cannot be cancelled or modified by the User. A programming request submitted on a e-GEOS order form shall be treated as an order and shall therefore be subject to this 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 e-GEOS order form. e-GEOS 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 e-GEOS shall be charged to the User in the invoices for the relevant order. e-GEOS 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. e-GEOS shall use all reasonable efforts to deliver SD/P as quickly as possible.

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

Unless expressly agreed to the contrary in writing, e-GEOS shall make incremental/partial 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 e-GEOS when the SD/P is made available for delivery.

All invoices will show the e-GEOS order number, a unique scene identifier, the product code, the currency, as specified in the e-GEOS 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 e-GEOS order form.

**3.4 User's Undertakings; Infringements.** The User shall cause all its employees, agents and authorized representatives, if any, to abide by this License and shall ensure that such employees, agents and authorized representatives are notified of this License and the terms hereof prior to the use of the SD/P. The User shall notify in writing to e-GEOS 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 e-GEOS 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 e-GEOS 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 e-GEOS. 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 e-GEOS'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 e-GEOS's liability shall not exceed fifty percent (50%) of the price paid by the User to e-GEOS with respect to the Product.

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

e-GEOS 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.** e-GEOS supplies the SD/P with a limited warranty. e-GEOS warrants that the Product delivered will materially conform to the applicable written specifications and to the area of interest ordered. All complaints shall be reported to e-GEOS 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 e-GEOS 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 e-GEOS within seven (7) calendar days, at the User's expense, before any replacement shall be made, unless otherwise agreed in writing with e-GEOS. e-GEOS's sole liability and exclusive remedy of the User shall be, alternatively, to replace any defective SD/P that is returned to e-GEOS or, at e-GEOS's sole discretion, refund the price for the defective SD/P previously received by e-GEOS. 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 e-GEOS 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. e-GEOS 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. e-GEOS 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 e-GEOS 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 e-GEOS 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 e-GEOS official price in force on the date of the issue of the order confirmation by e-GEOS. e-GEOS official price list published on the e-GEOS web site, [www.e-GEOS.com](http://www.e-GEOS.com), is to be considered the only valid version.

The prices listed in the e-GEOS 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 e-GEOS or will supply appropriate tax exemption certificates in a form satisfactory to e-GEOS.

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

**4.2 Terms of payment.** All orders must be prepaid unless otherwise accepted and communicated by e-GEOS. Where e-GEOS 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.

Delay in payment obligations on the part of the User shall empower e-GEOS, under its sole option, to charge interest from the first day of delay up to the point of payment of such amount. Such interest shall be calculated at a fixed rate of BBA (British Bankers Association) LIBOR (London Inter-Bank Offered Rate) 3 months on the USD, as quoted in the BBA (British Bankers Association) website, namely [www.bba.org.uk](http://www.bba.org.uk), of the first working day of the calendar quarter on which payment was due, plus 400 (four-hundred/00) basis points, on the basis of a 360 days year. In the event such payment delay shall continue in time, such interest will take into consideration the dynamical ongoing changes of such interest rate, according to the performance of financial markets, by means of calculating interest by using the up-dated BBA LIBOR 3 months rates on the USD from the first day of each subsequent calendar quarter, as quoted in the hereinbefore mentioned BBA LIBOR website.

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), e-GEOS 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 not accept any future orders;
- to suspend the License to use and/or the right to develop EP and/or require the return of the SD/P not yet paid;
- to initiate legal proceedings to protect e-GEOS's interests.

The User shall pay the ordered SD/P in the currency indicated in the applicable e-GEOS official price list. Unless otherwise agreed by e-GEOS all payments shall be made through international electronic bank transfer only. No cheques will be accepted. The User shall indicate the e-GEOS invoice to which each payment refers.

## **5. Term; Termination.**

This License shall become effective on the date on which is signed by the User and shall continue to be in force until terminated as provided herein. e-GEOS and the User may terminate this 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 this License, the Party not in default shall be entitled to terminate this 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 this License unless the Party in default fails within 30 (thirty) days of the date of written notice effectively to remedy the breach. e-GEOS may terminate forthwith this License at any time by written notice to the User in the event that the User fails to comply with any of this License. Within ten (10) days from termination of this License, the User shall return all copies of all or any portion of the SD/P covered by this License

which are in its possession, custody or control, and notify the e-GEOS 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.**

This 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 this License and that, within such jurisdiction, the Courts of Rome shall be competent.

## **7. Miscellaneous.**

- (a) Neither this 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 e-GEOS.
- (b) e-GEOS shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond e-GEOS'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, e-GEOS may defer the delivery date for a period equal to the time of such delay.
- (c) This License, together with any relevant addendum and the accepted e-GEOS 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 this 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 this License.
- (e) The Parties shall perform this 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 e-GEOS web site [www.e-geos.com](http://www.e-geos.com). The User declares to have read and understood the e-GEOS “Code of Ethics” and not to violate it. Violation of such principle shall constitute a material breach of this License.
- (f) Any notice provided pursuant to this 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 e-GEOS 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.

In addition to the provisions contained in the e-GEOS Standard Terms and Conditions of License, the present e-GEOS End User License Agreement for GeoEye and IKONOS Products (“EULA”) shall apply to GeoEye and IKONOS Products.

Provisions herein contained shall prevail on the relevant provisions of the e-GEOS Standard Terms and Conditions of License.

**1. License Granted.**

e-GEOS grants to the “Licensee/s” a limited, non-transferable, non-exclusive, license to Use the GeoEye-1 and IKONOS Product/s as permitted by the license type acquired by the Customer Group. The license types are set forth below:

**Base License:**

The **Base License** permits internal use of Product/s by **one to five** individuals/entities listed in the Customer Groups Section below.

**Workgroup License:**

The **Workgroup License** permits internal use of Product/s by **six to ten** individuals/entities listed in the Customer Groups Section below. The same Customer Group may be selected more than once

**Enterprise License:**

The **Enterprise License** permits internal use of Product/s by **eleven or more** individuals/entities listed in the Customer Groups Section below. The same Customer Group may be selected more than once.

**Academic License:**

The **Academic License** permits internal use of Product/s by **one to five** educational organizations, to include all departments.

Academic License holders may only use the Product/s for teaching, instruction, academic research or other educational purpose.

**Customer Groups:**

- One private individual
- One company or corporation but not subsidiaries
- One Non-Governmental Organisation (NGO) or Non-Profit Organisation (NPO)
- One International Agency (such as the United Nations) within a single country
- One non - U.S. national-, or regional-, or city/municipal government agency, to include all departments
- One non - U.S. Department/Ministry of Defence (DoD/MoD)

**2. Permitted Uses.**

2.1 Under this EULA the Licensee/s may:

- (a) Make an unlimited number of copies of the Product/s for its internal Use,;
- (b) Reformat the Product/s for Licensee/s Use into different formats or media from those in which it is delivered;
- (c) Modify the Product/s through manipulation techniques and/or the addition of other data, and make copies of the resulting bundled image product, for Licensee/s internal Use only.
- (d) Develop products derived from the Product/s (“Derived Product/s”). Derived Product/s, in raster format containing the source image data (pixels) or reasonable facsimile of the source image data, inherit the copyright and license restrictions of the source data. Other Derived Product/s (vector extraction, classification, etc.) have no restrictions on use and distribution. Reduced resolution data sets (RRDS) with ratios of 16:1 or higher shall have no restrictions on use and distribution, but shall contain the copyright markings.
- (e) Make the Product/s available to its consultants and subcontractors for purposes consistent with the permitted Use and subject to the

restrictions herein and without the right to transfer, modify, copy or sublicense.

2.2 Any Web posting not expressly prohibited in clause 3. (d) hereinafter. After notifying e-GEOS of the Uniform Resource Locator (URL) that will be used, post Product/s and/or Derived Product/s to Internet, for non-Commercial purpose, in a non-downloadable, non-distributable fashion and in a manner that does not allow a third party to extract or access the Product/s and/or Derived Product/s as a standalone file. Proper copyright must be also conspicuously marked.

**3. Prohibited Uses.**

All rights not expressly granted to the Licensee/s are retained by GeoEye and/or e-GEOS. The End User shall not, without prior written consent from e-GEOS:

- (a) Use, copy, or reproduce (even if merged with other materials), display, modify, merge or transfer copies of the Product/s except as expressly provided under this EULA;
- (b) Sublicense, sell, license, transfer, disclose, rent and/ or lease the Product/s and/or Derived Product/s or otherwise transfer or assign the Product/s and /or Derived Product/s to any third-party or use them in any manner not expressly authorized by this EULA;
- (c) Alter or remove any copyright notice or proprietary legend contained in or on the Product/s. Licensee/s agrees that any embodiment of the Product/s permitted under this EULA will contain the following notice: "Includes GeoEye-1 and/or IKONOS Products © GeoEye, distributed by e-GEOS".
- (d) Any web posting is prohibited by any individual or commercial entity that operates or otherwise provides any internet search product or service that is free to end users or for which the fee(s) for the use of such product or service is less than one hundred and fifty dollars (\$150) per annum. Use any Product/s for “Web Services.” A Web Service is defined as a web-based service which allows the user to view and/or use imagery and further general derived products (not containing the original data) through a secured, password protected website, without downloading the imagery.

**4. Ownership and third party beneficiary**

4.1 This EULA is an End User License Agreement and not an agreement for sale. The Licensee/s acknowledges, and will cause its employees, consultants and subcontractors to acknowledge, that ORBIMAGE Inc. and/or ORBIMAGE SI Opco Inc., doing business as GeoEye (“GeoEye”) maintain exclusive ownership of the Product/s and in any copy, translation, modification, adaptation or other Derived Product/s that Licensee/s or its consultants, and subcontractors may create in accordance with this EULA.

4.2 The rights to use the Product/s granted under this EULA are expressly made subject to the rights granted to GeoEye by the U.S. Government, and to the obligations and limitations placed on GeoEye pursuant to the Land Remote Sensing Policy Act of 1992, as amended, and the U.S. Department of Commerce regulations promulgated there under, with respect to the Use and distribution of Product/s sourced from remote sensing satellites.

The Licensee/s will not directly or indirectly transfer the Product/s to any country or individual to which such transfer would be prohibited by the International Traffic in Arms Regulations, the U.S. Export Administration Act and the regulations issued thereunder or by U.S. statutory economic sanctions programs.

4.3 e-GEOS and the Licensee/s agree that GeoEye is an intended third-party beneficiary of this EULA and in the event e-GEOS fails or neglects to enforce any of its rights under this EULA, GeoEye may enforce any and all rights and remedies of e-GEOS, as if GeoEye was party to such EULA.