

Please complete all sections on-screen with Adobe Acrobat and submit to info.cosmo@e-geos.it or fax to +39 06 40694 305
A Customer Service Representative will send an order confirmation within one business day

Purchaser

Billing address:

Name (Responsible for payment)

Street address

Postal Code

VAT Number

Organisation

City

Country

Telephone

Fax

Email

Shipping address: Same as Billing

Name

Organisation

Street address

Postal Code

City

Country

Telephone

Fax

Email

End User: Same as Billing

Same as Shipping

Name

Organisation

Street address

Postal Code

City

Country

Telephone

Fax

Email

Industry Type

National Security
 Government
 Forestry
 Oil & Gas
 Agriculture
 Real Estate
 Insurance
 Utilities
 Transportation
 Other (specify):

Licensing

Base License
 Workgroup License
 Enterprise License
 Academic License

Please sign both (a) and (b)

By signing this order form, the customer also accepts the attached **e-GEOS Standard Terms and Conditions of License** and its Addendum **End User Terms and Conditions of License for GeoEye-1 & IKONOS Products**, under which the products are provided.

Customer Signature (a): _____

According to Art. 1341 and 1342 of the Italian Civil Code, the customer also expressly accepts the clauses 2, 3, 4, 5, 6 and 7 of the **e-GEOS Standard Terms and Conditions of License**.

Customer Signature (b): _____

For License other than Single Organisation, please complete part 2 of this form

Date ddmmyy

Additional End Users

Name		Organisation	
<input type="text"/>		<input type="text"/>	
Street address	Postal Code	City	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Fax	Email	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Name		Organisation	
<input type="text"/>		<input type="text"/>	
Street address	Postal Code	City	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Fax	Email	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Name		Organisation	
<input type="text"/>		<input type="text"/>	
Street address	Postal Code	City	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Fax	Email	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Name		Organisation	
<input type="text"/>		<input type="text"/>	
Street address	Postal Code	City	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Fax	Email	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Name		Organisation	
<input type="text"/>		<input type="text"/>	
Street address	Postal Code	City	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Fax	Email	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Name		Organisation	
<input type="text"/>		<input type="text"/>	
Street address	Postal Code	City	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	Fax	Email	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Area of Interest

Aol name Project name

Approximate area (km²)

(Coordinates in Lat/Long, Decimal Degrees, WGS84)

	Latitude	Longitude	
Upper Left	<input type="text"/>	<input type="text"/>	<i>If geographic area is polygonal, attach additional coordinates to this order, or e-mail shapefile to e-GEOS: st@eurimage.com</i>
Lower Right	<input type="text"/>	<input type="text"/>	

Shapefile filename

or Centre and Width (km) Height (km)

or Radius(km)

Order parameters

GeoEye-1 Ikonos

Archive Source ID 1

2

New collection Start date (ddmmyy)

Collection angle 60° — 90° 72° — 90°

Accuracy level

Geo GeoProfessional GeoProfessional Precision GeoStereo GeoStereo Precision

Bands

Pan-sharpened color

Multispectral (MS)

Bundle (Pan +MS)

Pan only (PAN)

Files

1 band (Pan only)

3 bands RGB (natural colour)

3 bands NRG (false colour)

4 bands BGRN in 1 file

4 bands BGRN in 4 files

Resolution

0.5 m pan/pan-sharpened

1 m pan/pan-sharpened

2m multispectral

4 m multispectral

Bit depth

8-bit

11-bit

Map projection

UTM – Zone

Albers Conic Equal Area

Lambert Conformal Conic

Transverse Mercator

Geographic

State Plane – Zone

Epipolar (Stereo only)

Datum

WGS84

NAD83

NAD27

Resampling

Cubic Convolution

Nearest Neighbour

Dynamic range adjust

On

Off

Mosaic

(GeoProfessional only)

On

Off

File Format

GeoTIFF

NITF 2.0

NITF 2.1

NTF 2.1 with NCD

Media

DVD-R

CD-ROM

ftp (up to 500 km²)

HD

Special Instructions

The license agreement of satellite data products ("Product/s") between e-GEOS and Customer and/or Licensee/s shall be governed by these e-GEOS Standard Terms and Conditions of License ("Standard Terms") and by any relevant addendum (hereinafter also jointly referred to as "EULA"). No other terms or conditions shall be binding on e-GEOS unless specifically accepted in writing by e-GEOS.

1. Definitions.

"Customer": The natural or legal person submitting the order and accepting these Standard Terms. If the Customer purchases the Product/s for its own Use, he will also be the Licensee/s

"Enhanced Product/s or "EP": any work deriving from the Product/s. EP containing imagery from the Product/s are covered by these Standard Terms and/or by the relevant EULA. EP that do not contain imagery from the Product/s are not covered by these Standard Terms and/or by the relevant EULA

"Licensee/s or User/s" or "End User/s": The natural or legal persons Using the acquired Product/s and accepting the conditions of these Standard Terms and the relevant EULA. The right of Use of the Product/s shall include also the right to develop EP 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.

"Party": each e-GEOS and the Customer and/or Licensee/s.

"Parties": e-GEOS and the Customer and/or Licensee/s jointly.

"Product/s": satellite data available from e-GEOS. These may include Product/s from Satellite/Ground Station Operators or any Product/s generated by e-GEOS.

"Satellite/Ground Station Operators": an entity owning/operating a satellite granting e-GEOS the distribution rights for Product/s.

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

2. License

2.1 License to Use. e-GEOS hereby grants to the Licensee/s a sine die, nontransferable and non-exclusive license to Use, solely for internal purpose by Licensee/s' business, the Product/s. 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 Product/s or to use the same in any manner or for any purpose not expressly authorized by these Standard Terms and/or by the relevant EULA. e-GEOS and/or Satellite/Ground Station Operators reserve all intellectual property rights not expressly granted to the Licensee/s hereunder. Any right of sub-licensing is expressly excluded.

2.2 Right to develop EP. e-GEOS hereby grants to the Licensee/s the right to develop EP from the licensed Product/s for its internal purpose. EP that contain any imagery data from the licensed Product/s 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 Product/s. EP that do not contain any imagery data from the licensed Product/s are not subject to ad-hoc agreements with e-GEOS. A few not exhaustive examples are: derived vector map products (features, buildings, waterlines, centerlines, classification), derived digital elevation model or digital terrain model products, text/tabular products. If the Customer and/or Licensee/s intends to transfer to any third party the original Product/s 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, IKONOS, QuickBird and WorldView-1/2, Product/s. In addition to the provisions contained in these Standard Terms, the Use of Geoeye-1, IKONOS, QuickBird and WorldView-1/2 Product/s require the execution of an addendum to these Standard Terms (EULA). Provisions contained in the relevant EULA shall prevail on the provisions of these Standard Terms.

2.4 Intellectual Property Rights. The Customer and Licensee/s acknowledge that the licensed Product/s 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 Customer and Licensee/s 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 Product/s as supplied to the Customer and/or Licensee/s. In addition, the Customer and Licensee/s undertakes to reproduce in similar fashion any such notice in connection with any authorized copy of the licensed Product/s or EP made by the Customer and/or Licensee/s. The license or possession of Product/s 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 Product/s distributed by e-GEOS: "<Original Data/Product> © <Name of the Satellite/Ground Station Operator>; <year of data acquisition>; <Distributed by e-GEOS>".

The Customer and Licensee/s may be held responsible for any copyright infringement caused or encouraged by the Customer and/or Licensee/s failure to abide by the terms of these Standard Terms. Customer and Licensee/s shall take all reasonable steps to protect the Product/s from misappropriation or misuse, unauthorized duplication or distribution and shall notify e-GEOS immediately if Customer and/or Licensee/s learns of any use of the Product/s by anyone in any manner not authorized. The Customer and Licensee/s acknowledges that the Product/s 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 Product/s.

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 Customer 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 Customer, under its own responsibility; therefore, Product/s rejections based on possible mistakes in ordering from the Customer will not be accepted by e-GEOS. An order confirmation shall be issued by e-GEOS and dispatched to the Customer after the relevant request has been forwarded to the Satellite/Ground Station Operators. Should any of the Product/s 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 Product/s. If an invoice has already been issued, e-GEOS shall issue a credit note for the unobtainable Product/s only. After the order confirmation has been issued by e-GEOS, the order cannot be cancelled or modified by the Customer. A programming request submitted to e-GEOS shall be treated as an order and shall therefore be subject to these Standard Terms.

3.2 Delivery. Product/s are delivered and made available to the Customer at "Ex-Works Conditions - EXW", according to Incoterms 2000.

Product/s are delivered in electronic format, on the media indicated by the Customer in the e-GEOS order form. e-GEOS shall fulfill its obligations of delivery by making available the Product/s at its premises. The Customer 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 Customer in the invoices for the relevant order. e-GEOS may require the Customer to pay such charges in advance. All risk of loss of or damage to the Product/s shall pass to the Customer at the time of delivery of the Product/s. e-GEOS shall use all reasonable efforts to deliver Product/s as quickly as possible.

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

3.3 Invoicing. The invoices for each order will be issued by e-GEOS when the Product/s is made available for delivery.

All invoices will show the e-GEOS order number, a unique scene identifier and the product code, if available, the currency, as specified in the e-GEOS Official Price List, and the shipping charges, if any.

Unless otherwise explicitly requested by the Customer, all the invoices will be sent to the same address indicated by the Customer in the e-GEOS Order Form.

3.4 Undertakings; Infringements. The Customer and Licensee/s shall cause all its employees, agents and authorized representatives, if any, to abide by these Standard Terms and the relevant EULA and shall ensure that such employees, agents and authorized representatives are notified of these Standard and the relevant EULA prior to the Use of the Product/s. The Customer and Licensee/s shall notify in writing to e-GEOS any claim based on an allegation that Product/s 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 Customer, 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 Customer 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 these Standard Terms is for any reason held unenforceable or inapplicable, despite the limitations contained herein, the Customer agrees that e-GEOS's liability shall not exceed fifty percent (50%) of the price paid by the Customer to e-GEOS with respect to the Product/s.

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

e-GEOS shall not be liable, within the limits set out by the law, for any damage or loss incurred by the Customer and/or Licensee/s, its employees, agents or authorized representatives, caused by, or connected with, the Product/s, its use or planned use.

3.6 Disclaimer of Warranty. e-GEOS supplies the Product/s with a limited warranty. e-GEOS warrants that the Product/s delivered will materially conform to the applicable technical specifications and to the ordered area of interest. All complaints shall be reported to e-GEOS by fax or registered mail within fifteen (15) calendar days from the Product/s delivery. In the absence of any such communication the Product/s shall be considered as having been accepted as being of merchantable quality by the Customer, and no subsequent objections to the Product/s 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 Customer. After receipt of such ad-hoc communication, the Product/s to be rejected shall be returned to e-GEOS within seven (7) calendar days, at the Customer 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 Customer shall be, alternatively, to replace any defective Product/s that is returned to e-GEOS or, at e-GEOS's sole discretion, refund the price for the defective Product/s 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 Product/s not performed by e-GEOS or the Satellite/Ground Station Operators or caused by the incorrect use, abuse or corruption of the Product/s or by use of the Product/s with other products or on equipment with which it is incompatible. Save as otherwise herein provided, the Product/s 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/s will meet the Customer and/or Licensee/s' needs or expectations or those operations of the Product/s 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 Product/s. 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 Customer and/or Licensee/s to rely on any such advice or information.

4. Financial Conditions.

4.1 Prices. The price for the ordered Product/s shall be that set out in the e-GEOS Official Price List 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.it is to be considered the only valid version.

The prices listed in the e-GEOS Official Price List exclude any taxes, customs duties, shipment charges and insurance fees that may be applicable, and for which the Customer shall be responsible at all times.

Price to the Customer 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 Customer 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 the country of delivery, and shall be added to the commercial invoice by e-GEOS as given in the e-GEOS Official Price List.

4.2 Payments. 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 Customer 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,

a) at a fixed rate of BBA (British Banker's Association) LIBOR (London Inter-Bank Offered Rate) 3 months on the US Dollar (USD), in the event amounts due are in USD currency, or

(b) at a fixed rate of FBE (Fédération Bancaire Européenne) EURIBOR (Euro Interbank Offered Rate) 3 months on the EURO, in the event amounts due are in EURO currency.

as quoted by REUTERS, of the first working day of the calendar quarter on which payment was due, plus 500 (five -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, or the up-dated EURIBOR 3 months rates on the EURO, as the case may be, from the first day of each subsequent calendar quarter, as quoted by REUTERS.

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 of the Product/s not yet paid and/or to suspend the right to develop EP from the same Product/s, as per the signed and accepted EULA for the relevant Product/s and/or to require the return of the Product/s not yet paid;
- to initiate legal proceedings to protect e-GEOS's interests.

The Customer shall pay the ordered Product/s 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 Customer shall indicate the e-GEOS invoice to which each payment refers.

5. Term; Termination.

These Standard Terms shall become effective on the date on which they are signed by the Customer and/or Licensee/s and shall continue to be in force until terminated as provided herein. e-GEOS and the Customer and/or Licensee/s may terminate these Standard Terms 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, the Party not in default shall be entitled to terminate these Standard Terms by a fifteen day written notice to the other Party, 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 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 these Standard Terms at any time by written notice to the Customer and/or Licensee/s in the event that the Customer and/or Licensee/s fail to comply with any of these Standard Terms. Within ten (10) days from termination

of these Standard Terms, the Customer and/or Licensee/s shall return all copies of all or any portion of the Product/s covered by these Standard Terms which are in its possession, and notify e-GEOS of the existence of any copy or any portion of the Product/s not in its possession,

6. Governing Law and Jurisdiction.

These Standard Terms 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 that, within such jurisdiction, the Courts of Rome shall be competent.

7. Miscellaneous.

7.1. Neither these Standard Terms nor any rights granted by it may be assigned or transferred by the Customer and/or Licensee/s, by merger, acquisition, operation of law or other event, without the prior written consent of the e-GEOS.

7.2 e-GEOS shall not be responsible for any failure/delay to perform due to unforeseen circumstances and/or to causes beyond e-GEOS's reasonable control and/or Force Majeure events, including but not limited to acts of God, war, riot, embargoes, acts of governmental/civil/ military authorities, fire, floods, adverse weather conditions, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such event, e-GEOS may defer the delivery date for a period equal to the time of such event. or cancel the relevant order.

7.3 These Standard Terms, together with any addendum and the accepted e-GEOS Order Form, constitute 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 on the basis of any representations or promises not expressly contained herein.

7.4 The Customer shall be responsible for payment of any tax (including surcharges and penalties), fees, duties or levies on the Product/s, or arising out or imposed by reason of these Standard Terms.

7.5 The Parties shall perform these Standard Terms in good faith and diligently in conformity with the highest ethical standards as acknowledged to be "best practice" for international business. The Customer and/or Licensee/s declares and represents to be bound by the principles set forth in the e-GEOS Code of Ethics reported on the e-GEOS web site www.e-GEOS.it.

7.6 These Standard Terms may be modified by e-GEOS at any time and the Customer acknowledges that the only valid version is to be considered the one published on the e-GEOS web site, www.e-GEOS.it,

7.7 The Customer 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.