

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, centrelines, 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.

**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](http://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.

**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](http://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.