

These Standard Terms and Conditions for RapidEye Product/s (“Standard Terms”) govern all RapidEye Product/s ordered from e-GEOS. 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.

“End User License Agreement (EULA) for RapidEye Product/s”: The agreement, defining the right of use of RapidEye Product/s, to be signed and accepted by the Customer and/or Licensee/s at the moment of the order. If the Customer purchases RapidEye Product/s for its own use, he will also be the Licensee/s

“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.

“Parties”: e-GEOS and the Customer jointly

“Product/s: RapidEye”

“Satellite/Ground Station Operator”: BlackBridge S.à.r.l., the entity owning/operating the RapidEye Satellite Constellation:

2. Operational Procedures

2.1 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 Operator. 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 Operator), 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 on a e-GEOS order form shall be treated as an order and shall therefore be subject to these Standard Terms.

2.2 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’s orders, to be separately invoiced and paid for when due. Delay in delivery of any installment shall not relieve the Customer of its obligation.

2.3 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, the Product/s 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. Financial Conditions.

3.1 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.

3.2 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 Customer 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 by the Customer;
- to suspend the license to use of the Product/s not yet paid and/or to suspend the right to develop enhanced products from the same Product/s, as per the signed and accepted EULA for the Product/s and/or to require the return of the Product/s not yet paid at Customer expenses and responsibility;
- any other remedies provided for by these Standard Terms and/or by the relevant EULA and the applicable law.

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.

4. 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 any time 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. Within ten (10) days from termination of this Standard Terms, the Customer shall return all copies of all or any portion of the Product/s covered by these Standard Terms.

5. Ownership

The Customer acknowledges that all Product/s are purchased on a license of use basis and that the ownership will remain in Satellite/Ground Station Operator as specified in the signed and accepted EULA for RapidEye Product/s.

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

7. Miscellaneous.

7.1 e-GEOS shall not be responsible for any failure/delay to perform due to unforeseen circumstances and/or to causes beyond e-GEOS' reasonable control and/or Force Majeure events, including but not limited to acts of God, war, riot, embargoes, acts of governmental/civil/ or 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 delay e-GEOS may defer the delivery date for a period equal to the time of such delay, or cancel the relevant order.

7.2 These Standard Terms and the EULA constitute the entire understanding and contract between e-GEOS and the Customer and supersede any and all prior and contemporaneous, oral or written

representations, communications, understandings, and agreements with respect to the subject matter hereof.

7.3 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 this Standard Terms.

7.4 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 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.

7.5 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.

7.6 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.