

# European Space Imaging GmbH

## Multiple Organization License Agreement

This End User License Agreement is the basis upon which European Space Imaging GmbH ("European Space Imaging") makes available to the "Customer" the aerial/space-based, remote sensed earth image data product (the "Product").

Customer accepts and agrees to the terms of this Agreement by doing any one of the following: (a) accepting, in whole or in part, a quotation describing the Product by any means (including the use of Customer's purchase order, whether or not that purchase order contains inconsistent terms and conditions); (b) breaking the seal on the package containing the Product; (c) installing or manipulating the Product on any computer hardware; (d) making any commercial use of the Product or any material derived from the Product; (e) damaging or destroying the Product; (e) retaining the Product for more than 15 days following receipt thereof.

Customer agrees to acquire the Product, as licensee, upon the terms and conditions of this Agreement, which shall govern all licenses of Product between European Space Imaging and Customer.

1. GRANT OF LICENSE, PERMITTED USE The Customer's "Permitted Use" is defined as the following depending on the license (Multiple organization) purchased by the Customer:

**Multiple Organization:** Permits internal use of Product by **two** of the customer groups listed below (or equivalent in the case of entities outside of the United States) as identified by the Customer at the time of purchase. The same customer group may be selected twice. For example, sharing by two civilian federal agencies below the U.S. cabinet level.

### Customer Groups:

- One private individual
- One company or corporation but not subsidiaries
- One civilian federal agency below the U.S. cabinet level
- One of the four branches of the military, a defense agency, one of the unified commands, one of the non-DoD entities identified in the Title 50 USC 401a or the State Department (U.S. A.I.D shall not be considered to be a component of the State Department)
- One state or provincial agency
- All departments of one county government
- All departments of one city government
- One Non Governmental Organization (NGO) or Non Profit Organization (NPO)
- All departments within a single educational organization within a single country
- One International Agency (such as the United Nations) and the sponsoring host nation

European Space Imaging retains all ownership rights in the Product, and Customer does not receive any such rights. European Space Imaging grants Customer a non-transferable, non-exclusive, pre-paid (subject to payment of the purchase price for the Product) license to use the Products as specified below or in any quotation provided to Customer ("the Permitted Use"), and for no other use. Under this license, Customer may do the following:

- a. Reformat the Product for Customer's use into different formats or media from those in which it is delivered.
- b. Make an unlimited number of hardcopies and softcopies of the Product for Customer's internal use.
- c. Distribute the Product (with copyright markings) on an isolated non-commercial basis. For example, as part of a hardcopy research report or publication.
- d. Modify the imagery Product, through manipulation techniques and/or the addition of other data, and make copies of the resulting bundled image product, for Customer's internal use only.
- e. Distribute works derived from the Product ("Derived Works"). Derived Works that contain 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 Works (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.
- f. Make the Product available to its consultants, agents and subcontractors for purposes otherwise consistent with the Permitted Use and subject to the restrictions herein, and without the right to transfer, modify, copy or sublicense.
- g. Post the Product and Derived Works, with copyright markings, in a non-downloadable fashion, on an Internet site with the following credit conspicuously displayed, "Includes material © European Space Imaging GmbH".

2. LIMITS ON LICENSE, PROHIBITED ACTIVITIES Customer recognizes and agrees that the Product is property of European Space Imaging, contains valuable assets and proprietary information of European Space Imaging, and is provided to Customer, and to any person or entity to whom Customer is entitled by the terms of this Agreement to transfer any Product to, on a confidential basis. Neither the Customer, nor any person, or entity to whom Customer is entitled by the terms of this Agreement to transfer any Product to, shall do any of the following without European Space Imaging's written permission:

- a. Copy or reproduce (even if merged with other materials), other than as consistent with the Permitted Use.
- b. Sell, license, transfer, disclose, the Products or use them in any manner not expressly authorized by this Agreement.
- c. Alter or remove any copyright notice or proprietary legend contained in or on the Products. Customer agrees that any embodiment of the Products permitted under this Agreement will contain a notice similar to the following: "Includes material © 2003, European Space Imaging GmbH, all rights reserved."

European Space Imaging owns all copyrights on the Product. All rights not expressly granted herein are reserved by European Space Imaging.

3. EXCEEDING APPLICATION. Customer will, from time to time and as requested by European Space Imaging, provide assurances to European Space Imaging that it is using the Product consistent with the Permitted Use, and Customer grants European Space Imaging access, at reasonable times and in reasonable manner, to the Product in Customer's hands, and to Customer's books, records and facilities to permit European Space Imaging to verify appropriate use of the Product. European Space Imaging's non-exercise of this right, or its failure to discover or object to any inappropriate use, shall not constitute its consent thereto or waiver of its rights. In the event Customer's use of the Product exceeds the Permitted Use, or if Customer otherwise violates the terms of this License, European Space Imaging may, since remedies at law may be inadequate, in addition to its other remedies: (a) demand return of the Product; (b) forbid and enjoin Customer's further use of the Product; (c) assess Customer the cost of European Space Imaging's inspection and enforcement efforts (including attorney fees); and/or (d) assess Customer a use fee appropriate to Customer's actual use of the Product.

4. LIMITED WARRANTY AND LIABILITY. European Space Imaging warrants (a) that it has sufficient ownership rights in the Product to make the Product available to Customer under the terms hereof, free from the adverse claims of third parties; and (b) that the Product will, for thirty (30) days from the date of shipment, substantially conform to European Space Imaging's specifications when used on appropriate computer hardware. The Products are complex and may contain some non-conformities, defects or errors. European Space Imaging does not warrant that the Products will meet Customer's needs or expectations, that operations of the Products will be error free or uninterrupted, or that all non-conformities can or will be corrected. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY GIVEN IN CONNECTION WITH THE SALE OR USE OF THIS PRODUCT. EUROPEAN SPACE IMAGING DISCLAIMS ALL OTHER WARRANTIES NOT EXPRESSLY GIVEN IN THIS SECTION 4.

Customer must notify European Space Imaging within the 30-day warranty period of any warranty claim. European Space Imaging's SOLE OBLIGATION and Customer's SOLE REMEDY under this Limited Warranty is that European Space Imaging either, in its discretion, shall: (a) use reasonable efforts to repair or replace the Product or to provide an avoidance procedure within a commercially reasonable time so that the Product substantially conforms to the specifications contained in European Space Imaging's documentation, or (b) refund the amount of the initial fee previously paid by Customer for the non-conforming Product.

This Limited Warranty is void if any non-conformity has resulted from accident, abuse, misuse, misapplication, or modification by someone other than European Space Imaging. The Limited Warranty is for Customer's benefit only, and is non-transferable. European Space Imaging is not liable for any incidental or consequential damages associated with Customer's possession and/or use of the Product. This warranty is not applicable to the extent that any provision of this warranty is prohibited by any federal, state or local law that cannot be preempted. This warranty gives Customer specific legal rights, and Customer may also have other rights which vary from state to state.

5. MISCELLANEOUS. This is the exclusive and entire Agreement between European Space Imaging and Customer regarding its subject matter, merging all prior or contemporaneous instruments or agreements and discussions between the parties. Customer may not assign any part of the Agreement without European Space Imaging's prior written consent. This Agreement shall be governed by the internal laws of Germany unless the Customer is an International Agency (such as the United Nations). In the case that the customer is an International Agency, this Agreement shall be governed by general principles of commercial law, and any and all disputes arising out of the performance or interpretation of this Agreement shall be resolved by arbitration conducted before the ICC's International Court of Arbitration. Customer shall pay all taxes arising out of or related to the Customer's purchase or other acquisition of the product hereunder. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect.