



## **Euromap Satellitendaten Vertriebsgesellschaft mbH**

### **End User License Agreement for IRS Products**

This End User License Agreement is the basis upon which Euromap Satellitendaten Vertriebsgesellschaft mbH ("Euromap") makes available to the "Customer" the space-based, remote sensed earth image data product (the "Product").

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10.01.2002 12:41  
em\_license.doc  
Version 1.0

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) installing or manipulating the Product on any computer hardware;
- (c) making any commercial use of the Product or any material derived from the Product;
- (d) damaging or destroying the Product;
- (e) retaining the Product for more than 30 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 Euromap and Customer.

#### **1. GRANT OF LICENSE, PERMITTED USE.**

The Customer's "Permitted Use" is defined as the following:

Single License: Permits internal use of product within a legal commercial business entity or government agency, at up to three computers at any time.

Multi License: Permits internal use of product by a legal commercial business entity at multiple locations or by multiple related government agencies, with up to eight computers at any time, identified at time of original purchase.

Euromap retains all ownership rights in the Product, and Customer does not receive any such rights. Euromap 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 into different formats or media from those in which it is delivered.
- (b) Make one copy of the Product for Customer's internal archival or backup purposes.
- (c) Distribute the Product, on an isolated, non-commercial basis, in a non-manipulateable (e.g. bit-map) format, or as part of a hard copy research report or publication.
- (d) Modify the Product, through manipulation techniques and/or the addition of other data, and make copies of the resulting product, for Customer's internal use only.
- (e) Make the Product available to its consultants, agents and subcontractors for purposes otherwise consistent with the Permitted Use.
- (f) You may use the Product on behalf of a customer of yours, but not on behalf of multiple customers, provided that such use is the sole purpose of your licensing of the Product, i.e. the use of the Product is integral to the normal course of your business with such customer.

You may not sell, license or in any manner distribute or make available the Product and your customer may not resell, license or in any manner make available any copies of the Data or a derivative work in which Euromap source content information resides, which source content remains the exclusive intellectual property of Euromap.

#### **2. LIMITS ON LICENSE, PROHIBITED ACTIVITIES.**

Customer recognizes and agrees that the Product is property of Euromap, contains valuable assets and proprietary information of Euromap, and is provided to Customer on a confidential basis. Customer shall not do any of the following without Euromap's written permission:

- (a) Copy, reproduce or publish (even if merged with other materials), other than as consistent with the Permitted Use.
- (b) Sell, license, transfer, disclose, the Products or any material derived from the Product 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 the following notice: "Includes material © Euromap, Space Imaging LLC, ANTRIX"

### 3. EXCEEDING APPLICATION.

Customer will, from time to time and as requested by Euromap, provide assurances to Euromap that it is using the Product consistent with the Permitted Use, and Customer grants Euromap 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 Euromap to verify appropriate use of the Product. Euromap'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, Euromap 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 Euromap'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.

Euromap 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 Euromap's specifications when used on appropriate computer hardware. The Products are complex and may contain some non-conformities, defects or errors. Euromap 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.**

Customer must notify Euromap within the 30-day warranty period of any warranty claim. Euromap's **SOLE OBLIGATION** and Customer's **SOLE REMEDY** under this Limited Warranty is that Euromap 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 Euromap'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 Euromap. The Limited Warranty is for Customer's benefit only, and is non-transferable. Euromap 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 Euromap and Customer regarding its subject matter, merging all prior or contemporaneous instruments or agreements and discussions between the parties. Customer may not assign



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any part of the Agreement without Euromap's prior written consent. This Agreement shall be governed by German law. Customer shall pay any taxes on the Product or transactions, except for those based on Euromap's income. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect.