



NON EXCLUSIVE LICENCE TO USE FORMOSAT - 2 SATELLITE PRODUCTS BETWEEN SPOT IMAGE AND THE END-USER

The acceptance by the END-USER of the present End-User License Agreement is the condition upon which Spot Image makes the FORMOSAT – 2 satellite data product available to the END-USER.

INTRODUCTION:

The END-USER accepts and agrees to be bound by the terms of this End-User Licence Agreement (“EULA”) by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of the PRODUCT; (b) breaking the seal on the package containing the PRODUCT; (c) downloading and/or installing and/or manipulating the PRODUCT on any computer; (d) making available any DERIVATIVE WORKS; (e) damaging or destroying the PRODUCT; (f) retaining the PRODUCT for more than 7 days following receipt thereof.

ARTICLE 1 - DEFINITIONS

“AFFILIATED END-USER”: means any legal commercial business entity or government agency, with the exception of any defence, intelligence and surveillance agencies, engaged in a Joint Project with the END-USER, as identified by the END-USER to Spot Image and accepted in writing by Spot Image prior to acceptance of the present EULA. When the AFFILIATED END-USER is a public entity (civil agency, public department, ...), it shall be deemed to be only such part of the public entity as located at the address to which the PRODUCT is supplied, except upon Spot Image prior agreement in writing.

“DERIVATIVE WORKS”: means any derivative product or information developed by the END-USER from the PRODUCT, which does not contain any imagery data from the PRODUCT and is irreversible and uncoupled from the source imagery data of the PRODUCT. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model (in any form whatsoever, i.e. database for instance) derived from a PRODUCT shall never be considered as DERIVATIVE WORKS.

“END-USER”: means either the person, acting in his own name, or the legal commercial business entity, including its possible offices and branches in its country of residence, or the government agency, which is supplied with the PRODUCT and accepts this EULA. When the PRODUCT is supplied to a public entity (civil agency, public department, ...), the END-USER shall be deemed to be only such part of the public entity as located at the address to which the PRODUCT is supplied, except upon Spot Image prior agreement in writing.

“NSPO”: means the **N**ational **S**pace **O**rganization, a non-profit organization supported and funded by the Republic of China.

“PRODUCT”: means the FORMOSAT-2 satellite product(s) supplied by Spot Image to the END-USER.

“VAP”: means any product developed by the END-USER, which contains imagery data from the PRODUCT, and resulting in a significant modification of the PRODUCT, through technical manipulations and/or addition of other data. Notwithstanding the foregoing, by express exception, any Digital Elevation Model or Digital Terrain Model derived from a PRODUCT shall always be considered as a VAP.

ARTICLE 2 - LICENCE

2.1 Permitted Uses

The END-USER is hereby granted by Spot Image a limited, non-exclusive, non transferable, licence:

- (a) to install the PRODUCT on as many individual computers as needed in its premises, including internal computer network (with the express exclusion of the internet, except as provided under paragraph (g) below) for the Permitted Uses under paragraphs (b) to (i) below;
- (b) to make a maximum of ten (10) copies for (I) installation of the PRODUCT as per paragraph (a) above and (II) archiving and back-up purposes;
- (c) to use the PRODUCT for its own internal needs;
- (d) to alter or modify the PRODUCT to produce VAPs and/or DERIVATIVE WORKS;
- (e) to use any VAP for its own internal needs;
- (f) to make available the PRODUCT and/or any VAP to contractors and consultants, only for use on behalf of the END-USER, subject to such contractors and consultants agreeing in writing (I) to be bound by the same limitations on use as applicable to the END-USER, and (II) to return the PRODUCT and VAP to END-USER, and to keep no copy thereof, upon completion of the contracting or consulting engagement;

(g) to post an extract, maximum size 1024 x 1024 pixels, of a PRODUCT or a VAP on an internet site, in an internet-compatible image format (without associated metadata), with the following credit conspicuously displayed: “includes material © NSPO (year appearing on the PRODUCT delivered by Spot Image) distribution Spot Image S.A. all rights reserved”, written in full. Such posting shall be used for promotion purposes only, and may in no event allow downloading of the extract posted, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer such extract.

Prior to any posting, the END-USER shall inform Spot Image, specifying the URL address used by the END-USER: formosat2@spotimage.fr;

(h) to print any extract, maximum size 1024 x 1024 pixels, of a PRODUCT or a VAP, and to distribute such print for promotion purposes only. Such print shall include the following credit conspicuously displayed: “includes material © NSPO (year appearing on the PRODUCT delivered by Spot Image) distribution Spot Image S.A. all rights reserved” written in full;

(i) to freely use and distribute DERIVATIVE WORKS. Notwithstanding the foregoing, the END-USER shall not be entitled to sell, distribute, assign, dispose of, lease, sublicense or transfer, directly or indirectly, any DERIVATIVE WORKS to any third party established, incorporated or located in the territories of the Republic of China and/or the Mainland China. Before any sale, distribution, assignment, lease or transfer of any DERIVATIVE WORKS, the END-USER shall obtain from his customer the written commitment to comply with this restriction, and shall obtain from him that it be passed on to any and all users of the DERIVATIVE WORKS.

(j) to share the PRODUCT and/or any VAP with any AFFILIATED END USER, subject to the following:

(I) the END-USER shall have notified Spot Image in writing, prior to acceptance of the EULA:

- of the name, legal structure, site address of each AFFILIATED END-USER; and
- of details of the Joint Project in which the END-USER and the AFFILIATED END-USERS are cooperating; and

(II) the END-USER shall share the PRODUCT and/or VAP on a non-commercial basis; and

(III) the END-USER shall sign with each AFFILIATED END-USER an agreement under which:

- each AFFILIATED END-USER shall be granted the rights provided under paragraphs (a) to (f) above; and
- each AFFILIATED END-USER shall be granted the right to use the PRODUCT and/or VAP for performance of the Joint Project only; and
- each AFFILIATED END-USER shall undertake to the END-USER to comply with the provisions and restrictions provided in the present EULA;

(IV) the END-USER shall cause each AFFILIATED END-USER to comply with the provisions and restrictions provided in the present EULA, and shall indemnify and hold Spot Image harmless in connection thereto.

All rights not expressly granted by Spot Image under the present Article 2.1 are hereby retained by Spot Image.

2.2 Prohibited Uses

The END-USER recognizes and agrees that the PRODUCT is and shall remain the property of NSPO, and contains proprietary information of NSPO and thus is provided to the END-USER on a confidential basis.

The END-USER shall not, and shall cause any contractor or consultant engaged as per the provisions of Article 2.1(f) not to, do any of the following:

(a) do anything not expressly authorized under Article 2.1; and

(b) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCTS.

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS

3.1 The satellite imagery data contained in the PRODUCT are the property of NSPO, Republic of China.

3.2 The PRODUCT is protected by Republic of China and international copyright laws.

ARTICLE 4 – WARRANTY - LIABILITY

4.1 Spot Image warrants that it has sufficient distribution rights to make the PRODUCT available to the END-USER under the terms thereof.

4.2 The PRODUCT is complex; neither NSPO, nor Spot Image warrants that the PRODUCT is free of bugs, errors, defects or omissions, and that operation of the PRODUCT will be error free or uninterrupted nor that all non-conformities will or can be corrected. They do not warrant that the PRODUCT shall meet the END-USER's requirements or expectations, or shall be fit for the END-USER's intended purposes. There are no express or implied warranties of fitness or merchantability given in connection with the sale or use of this PRODUCT. NSPO and Spot Image disclaim all other warranties not expressly provided in Articles 4.1 and 4.2.

In case the medium on which the PRODUCT is supplied by Spot Image to the END-USER is deficient, as demonstrated by the END-USER and accepted by Spot Image, Spot Image shall replace said medium, subject to NSPO's prior acceptance. Any such claim for replacement shall be notified to Spot Image within seven (7) days after delivery of the PRODUCT to the END-USER.

4.3 In no event shall NSPO, nor Spot Image, nor anybody having contributed to development and/or production and/or delivery of the PRODUCT, be liable for any claim, damage or loss incurred by the END-USER, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the PRODUCT, and shall not be subject to legal action in this respect.

The financial cumulative liability of NSPO and Spot Image and of anybody having contributed to developing and/or production and/or delivery of the PRODUCT is limited to distribution of the PRODUCT and shall not in any case exceed the price paid by the END-USER to purchase the PRODUCT.

ARTICLE 5 – MISCELLANEOUS

5.1 This End-User Licence Agreement shall run for an unlimited term.

NSPO and/or Spot Image may, in addition to all other remedies to which it may be entitled under this EULA or at law, terminate this EULA by notice in writing if the END USER breaches any provision of this EULA. The END-USER shall have no claim to any kind of refund in this case. Upon termination, the END-USER shall return to Spot Image the PRODUCTS and VAPs.

5.2 The END-USER shall not transfer part or all of this EULA without Spot Image's prior written consent.

5.3 In the event that any provision of this EULA is declared invalid or unenforceable, the remaining provisions of this EULA shall be applicable.

5.4 This End-User Licence Agreement is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.

Date:

For the END-USER.