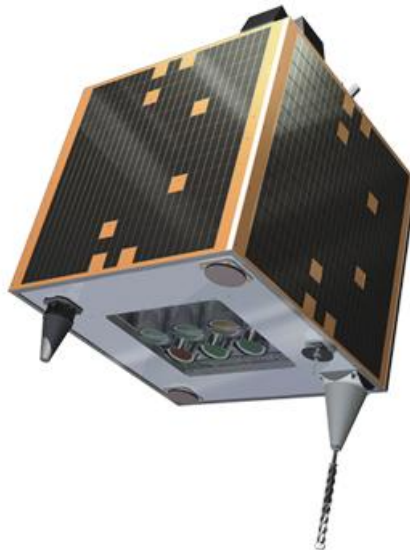


# Non-Exclusive Licence to Use DEIMOS-1 Satellite Products between DEIMOS Imaging and the End-User

Version : 1.0  
Effective : 01/11/2010



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## **NON-EXCLUSIVE LICENCE TO USE DEIMOS-1 SATELLITE PRODUCTS BETWEEN DEIMOS Imaging AND THE END-USER**

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

### **ARTICLE 1 –DEFINITIONS**

- “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 government entity (civil agency, public department, ...), the END-USER shall be deemed to be only such part of the government entity as located at the address to which the PRODUCT is supplied, except upon DEIMOS Imaging (DMI) prior agreement in writing.
- “PRODUCT”: means the DMI satellite products supplied by DMI 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 DMI 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, any for use on behalf of the END-USER subject to such contractors and consultants agreeing in writing, in advance, (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 one extract, maximum size 1024 x 1024 pixels, of any PRODUCT or VAP on an internet site, in an internet-compatible image format (without associated metadata), with the following credit conspicuously displayed: "includes material DEIMOS Imaging \_\_\_\_\_ (year of production), Distribution DEIMOS Imaging S.L., Spain, all right reserved" written in full. The posting of such an extract shall be used for END-USER activity promotion purposes only and only if such event doesn't 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 DEIMOS Imaging, specifying the URL address used by END-USER: [comercial@deimos-imaging.com](mailto:comercial@deimos-imaging.com)

- 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 consciously displayed: " includes material DEIMOS Imaging \_\_\_\_\_ (year of production), Distribution DEIMOS Imaging S.L., Spain, all rights reserved" written in full;
- i. To freely use and distribute DERIVATIVE WORKS.

All rights not expressly granted by DEIMOS Imaging under the present Article 2.1 are hereby retained by DEIMOS Imaging.

## 2.2 Prohibited uses

The END-USER recognizes and agrees that the PRODUCT is and shall remain the property of DEIMOS Imaging, and contains proprietary information of DEIMOS Imaging 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 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.

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### **ARTICLE 3 – Intellectual Property Rights**

3.1 The satellite imagery data contained in the PRODUCT are the property of DEIMOS Imaging (DMI), Spain.

3.2 The PRODUCT is protected by Spanish and international copyright laws.

3.3 In addition, the PRODUCT and the satellite imagery data contained therein are protected by the Spanish Law based on the EU Directive nº 96/9 of 11 March 1996 on database copyright into their laws.

### **ARTICLE 4 – Warranty - Liability**

4.1 DEIMOS Imaging warrants that it has sufficient ownership rights in the PRODUCT to make the RPRODUCT available to the END-USER under the terms thereof.

4.2 The PRODUCT is complex; DEIMOS Imaging does no warrant 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 expectation, 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. DEIMOS Imaging disclaims all other warranties not expressly provided in Articles 4.1 and 4.2.

In case the medium of which the PRODUCT is supplied by DEIMOS Imaging to the END-USER is deficient, as demonstrated by the END-USER and accepted by DEIMOS Imaging, DEIMOS Imaging shall replace said medium. Any such claim for replacement shall be notified to DEIMOS Imaging within seven (7) days after delivery of the PRODUCT to the END-USER.

4.3 In no event shall DEIMOS Imaging, 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 DEIMOS Imaging and of anybody having contributed to developing and/or production and/or delivery of the PRODUCT is limited to the 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. DEIMOS Imaging may, in addition to all other remedies to which it may be entitled under this EULA or at law, terminate immediately 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

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case. Upon termination, the END-USER shall return to DEIMOS Imaging the PRODUCTS and VAPs.

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

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

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

Date:

For the END-USER,