

End User License Agreement for IRS Products

This End User License Agreement is the basis upon which GAF AG ("GAF") makes available to the "End-User" the space-based remote sensing IRS satellite image product (the "Product").

End-User 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 *End-User'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 use of the *Product*;
- (d) damaging or destroying the *Product*;
- (e) retaining the *Product* for more than 30 days following receipt thereof.

End-User agrees to acquire the *Product*, as licensee, upon the terms and conditions of this Agreement, which shall govern all licenses of *Product* between GAF and *End-User*.

1 Definitions

End-User: means the person, the legal business entity, the government agency, or any other legal entity, which is supplied with the *Product* and which accepts this Agreement.

Product: means a) the space-based IRS remote sensing satellite image, or b) any product created by GAF from the space-based IRS remote sensing satellite image (e.g. mosaics, Digital Elevation Models), supplied by GAF to the *End-User*.

Altered Product: is a product generated by the *End-User* or on behalf of the *End-User*, by modifying or altering the *Product*. *Altered Product* contains the original pixel structure of the *Product*. Digital Elevation Models, which are generated from the *Product* by the *End-User*, or on behalf of the *End-User*, will be considered as *Altered Products*.

Derivative Works: means products that are created by the *End-User* or on behalf of the *End-User*, through derivation or analysis of the *Product* or the *Altered Product* and an irreversible modification of the *Product* or the *Altered Product*. *Derivative Works* do not contain any more the original pixel structure of the *Product* or the *Altered Product*. Vectorisation or thematic classification will be considered as *Derivative Works*. Digital Elevation, Models, which are generated from the *Product*, shall not be considered as *Derivative Works*.

2 Grant of License, Permitted Use

The *End-User's* "Permitted Use" is defined as the following:

- Single User License:** Permits internal use of *Product* within a legal commercial business entity, not including subsidiaries, within a government agency, not including sub-entities, or within any other legal entity, not including sub-entities.
- Multi User License:** Permits internal use of *Product* by a legal commercial business entity, including subsidiaries at different locations, by a government agency, including sub-entities at different locations, or by any other legal entity, including sub-entities at different locations.

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

- (a) Reformat the *Product* into different formats or media from those in which it is delivered;
- (b) Make copies of the *Product* for *End-User's* internal archival or backup purposes;
- (c) Distribute only excerpts of the *Product* and the *Altered Product* on an isolated, non-commercial basis, in a non-manipulateable 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 *Altered Product*, for *End-User's* internal use only;
- (e) Make the *Product* or *Altered Product* available to its consultants, agents and subcontractors for purposes otherwise consistent with the Permitted Use;
- (f) Sell, license, distribute or make available the *Derivative Works*.

3 Limits on License, Prohibited Activities

End-User recognizes and agrees that the *Product* is property of Antrix and/or GAF, contains valuable assets and proprietary information of GAF, and is provided to *End-User* on a confidential basis. *End-User* shall not do any of the following without GAF's written permission:

- (a) Copy, reproduce or publish the *Product* or *Altered Product* (even if merged with other materials), other than as consistent with the Permitted Use;
- (b) Sell, license, transfer or disclose the *Product* or *Altered 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 *Product*.

End-User agrees that any embodiment of the *Product* or *Altered Product* permitted under this Agreement will contain the following notice:

- (d) "Includes material © Antrix, distributed by GAF AG" in case the *Product* is a space-based IRS remote sensing satellite image, or
- (e) "© GAF AG. Includes material © Antrix, distributed by GAF AG" in case the *Product* is created by GAF from the space based IRS remote sensing satellite image (e.g. mosaics, Digital Elevation Models) and supplied by GAF to the *End-User*.

4 Exceeding Application

End-User will, from time to time and as requested by GAF, provide assurances to GAF that it is using the *Product* consistent with the Permitted Use, and *End-User* grants GAF access, at reasonable times and in reasonable manner, to the *Product* in *End-User's* hands, and to *End-User's* books, records and facilities to permit GAF to verify appropriate use of the *Product*. GAF'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 *End-User's* use of the *Product* exceeds the Permitted Use, or if *End-User* otherwise violates the terms of this License, GAF may, since remedies at law may be inadequate, in addition to its other remedies:

- (a) demand return of the *Product* and destruction of *Altered Product* and *Derivative Works*;
- (b) forbid and enjoin further use of the *Product*, *Altered Product* and *Derivative Works*;

- (c) assess *End-User* the cost of GAF's inspection and enforcement efforts (including attorney fees); and/or
- (d) assess *End-User* a use fee appropriate to *End-User's* actual use of the *Product*, *Altered Product* and *Derivative Works*.

5 Limited Warranty and Liability

GAF warrants:

- (a) that it has sufficient rights in the *Product* to make the *Product* available to *End-User* 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 GAF's specifications when used on appropriate computer hardware. The *Products* are complex and may contain some non-conformities, defects or errors. GAF does not warrant that the *Products* will meet *End-User'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*.

End-User must notify GAF within the 30-day warranty period of any warranty claim. GAF's SOLE OBLIGATION and *End-User's* SOLE REMEDY under this Limited Warranty is that GAF 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 GAF's documentation, or
- (b) refund the amount of the initial fee previously paid by *End-User* 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 GAF. The Limited Warranty is for *End-User's* benefit only, and is non-transferable. GAF is not liable for any incidental or consequential damages associated with *End-User'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 applicable law that cannot be preempted. This warranty gives the *End-User* specific legal rights, and *End-User* may also have other rights.

6 Miscellaneous

This is the exclusive and entire Agreement between GAF and *End-User* regarding its subject matter, merging all prior or contemporaneous instruments or agreements and discussions between the parties. *End-User* may not assign any part of the Agreement without GAF's prior written consent. This Agreement shall be governed by German law. All disputes shall be referred to the court of Munich, Germany. *End-User* shall pay any taxes on the *Product* or transactions, except for those based on GAF's income. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect.

The original and only binding version of this End User License Agreement is the English version.