

END USER LICENSE AGREEMENT

for

TerraSAR-X data and any derived products
for Commercial Use

Single User License

between **Infoterra GmbH**
Claude-Dornier-Strasse
88090 Immenstaad and **END USER**
Germany
hereinafter called INFOTERRA

Under the terms and conditions of this End User License Agreement (EULA), INFOTERRA grants to the END USER a non-exclusive, non-transferable license to use TerraSAR-X data and any derived products.

This license is applicable to all TerraSAR-X data and any derived products, except Derivative Works. For the purposes of this Agreement, Derivative Works refers to any products or information, developed by the END USER, from the TerraSAR-X data as well as any products created from TerraSAR-X data but which do not contain any original imagery data in an "as-is" format. It also refers to any products which are irreversible and uncoupled from the source data and in which the TerraSAR-X origin is not recognizable. Digital Elevation Models (DEM) extracted from TerraSAR-X data (in any form whatsoever, i.e. databases) will be considered as derived products and not as Derivative Works.

END USER means either the person, acting in his own name, or the organization, 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 prior written agreement from INFOTERRA.

In accordance with INFOTERRA's licensing and pricing structure, this EULA applies to all TerraSAR-X data and any derived products (except Derivative Works) purchased by the END USER. This license permits use of the TerraSAR-X data and any derived products by one person/organization as identified by the END USER at the time of purchase.

1. LICENSE

All TerraSAR-X data is property of the Federal Republic of Germany represented by the Deutsches Zentrum für Luft-und Raumfahrt e. V. (DLR) and subject to the "Satellite Data Security Act (SatDSiG)". Therefore the END USER shall only be granted non-exclusive rights to use TerraSAR-X data and any derived products according to this EULA; this point must be acknowledged before any use.

1.1 Permitted Rights:

- a) to install the TerraSAR-X data and any derived products on as many individual computers as needed in its premises, including internal computer network;
- b) to use the TerraSAR-X data and any derived products only for its own internal needs;

- c) to alter or modify delivered TerraSAR-X data and any derived products by himself or his contractor(s). The END USER has to inform INFOTERRA in advance about the contractor(s) and shall ensure that his contractor(s) will use TerraSAR-X data and any derived products only for the purpose of the contract given by the END USER, and shall keep no copy of any and all TerraSAR-X data, any derived products and the altered and/or modified TerraSAR-X data and any derived products upon completion of the contract given by the END USER.
- d) to publish TerraSAR-X data, any derived products and the altered and/or modified TerraSAR-X data and any derived products as hardcopy prints and in presentations, provided that the END USER conspicuously marks the copyright. Such publishing shall be used for END USER business promotion purposes only.
- e) to post derived products as browse images or equivalent (resampled to 20 meters) to internet web sites after notifying INFOTERRA of the URL that will be used, provided that the END USER conspicuously marks the copyright. Such posting shall be used for END USER business promotion purposes only. In no event this Agreement allows downloading of the posting by third parties, nor using to distribute, sell, assign, dispose of, lease, sublicense or transfer such posting.

All permitted rights not expressly granted above are hereby retained by INFOTERRA.

1.2 Explicitly Prohibited Uses:

- a) to assign the license to third parties or to grant sublicenses;
- b) to alter or remove any copyright notice or proprietary legend contained in or on the TerraSAR-X data and any derived products;
- c) to publish, distribute or transfer in any way the digital format of TerraSAR-X data and/or Quicklooks.

2. INTELLECTUAL PROPERTY RIGHTS

TerraSAR-X data delivered to the END USER remains the property of the Federal Republic of Germany represented by the Deutsche Zentrum für Luft-und Raumfahrt e. V. (DLR). TerraSAR-X data and any derived products are the intellectual property of INFOTERRA.

INFOTERRA affirms that it has been granted an exclusive license to promote, reproduce and sell the right to use TerraSAR-X data and any derived products for commercial purposes and is authorized to grant the sub-license to the END USER in this EULA.

INFOTERRA reserves all intellectual property rights not expressly granted to the END USER acc. **Art. 1.** Any right to sublicensing by the END USER is explicitly excluded from this EULA.

The END USER recognizes INFOTERRA's right to copyright protection and/or protection against unauthorized use of the TerraSAR-X data and any derived products, in accordance with the copyright laws of Germany and applicable international agreements.

This License does not give the right to the use of INFOTERRA trademarks or logos unless explicitly authorized by INFOTERRA. Unless otherwise communicated by INFOTERRA, the copyright statement applies to all TerraSAR-X data and any derived products distributed by INFOTERRA.

The END USER may be held responsible for any copyright infringement caused by the END USER's failure to comply. The END USER shall take all reasonable steps to protect TerraSAR-X data and any derived products from misuse, unauthorized duplication or distribution and shall notify INFOTERRA immediately should any abuse occur.

3. WARRANTY

INFOTERRA does not guarantee that TerraSAR-X data and any derived products are free of errors, defects or omissions.

INFOTERRA does not guarantee that TerraSAR-X data and any derived products meet the END USER's requirements or expectations, or are fit for the END USER's intended purposes. There are no expressed or implied warranties of fitness or marketability given in connection with the sale or use of TerraSAR-X data and any derived products. INFOTERRA disavows all other guarantees not expressly provided in this EULA. Notwithstanding the foregoing, this clause does not limit or disclaim any of the warranties specified in the GSA Multiple Award Schedule (MAS) Contract under General Services

Administration Acquisition Regulation (GSAR) 552.212.4(o) Warranty and Federal Acquisition Regulation (FAR) 12.404(b)(2).

In the event that the medium on which the TerraSAR-X data and any derived products supplied by INFOTERRA to the END USER is deficient, as demonstrated by the END USER and accepted by INFOTERRA, INFOTERRA shall replace said medium. For any such claim for replacement, INFOTERRA shall be notified within ten (10) days after delivery to the END USER of the TerraSAR-X data and any derived products.

In no event shall INFOTERRA, nor anybody having contributed to development and/or production and/or delivery of TerraSAR-X data and any derived products, 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 TerraSAR-X data and any derived products, and shall not be subject to legal action in this respect.

The financial cumulative liability of INFOTERRA, and of anybody having contributed to developing and/or production and/or delivery of the data and any derived products, is limited to distribution of the data and any derived products and shall not in any case exceed the price paid by the END-USER to purchase the data and any derived products.

4. TERM, TERMINATION

This EULA shall run for an unlimited term.

Termination, suspension, or cancellation of this EULA shall be governed by GSAR 552.212-4(l) Termination for the Ordering Activity's Convenience, GSAR 552.121-4(m) Termination for Cause, GSAR 552.212-4(d) Disputes, and the Contract Disputes Act 41 U.S.C Chapter 71. In accordance with GSAR 552.212-4(w)(1)(iv), if the GSA MAS Contractor or INFOTERRA believes the END USER to be in breach of the EULA, the GSA MAS Contractor or INFOTERRA shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in GSAR 552.212-4(d) Disputes. The END USER shall have no right whatsoever to demand compensation or damages as a consequence of the termination of this license by INFOTERRA. Upon termination, the END USER shall return all TerraSAR-X data and derived products to INFOTERRA.

5. MISCELLANEOUS

This Agreement shall be construed in accordance with and governed by the federal laws of the United States of America.

The END USER shall be responsible for the payment of any taxes, fees, duties or levies on the TerraSAR-X data and any derived products arising out this EULA.

No collateral agreements to this Agreement have been made.

The invalidity in whole or in part of any provision of this EULA shall not void or affect the validity of any other provision or the total Agreement. The parties agree that a court of competent jurisdiction may construe the invalid provision in such a way as to achieve a valid provision.