![hisdeSAT logo]

END USER LICENSE AGREEMENT

for

PAZ Data and any derived products for Scientific Use

Single User License

between   **Hisdesat Servicios Estratégicos S.A.**   and   **END USER**
Paseo de la Castellana, 149
4ª Planta
28046 Madrid (Spain)
Hereinafter called HISDESAT

Proposal ID	**AO-XXX-xxx_xxx**
Project Title	**xxx**
PI Name	**xxx**
PI Signature and Date	

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

This license is applicable to all PAZ Data and any derived products. The license does not apply to Derivative Works with the exceptions specified in the point 1.2.e). For the purposes of this Agreement, Derivative Works refers to any products or information, developed by the END USER, from the PAZ Data as well as any products created from PAZ Data but which do not contain any original imagery data in an "as-is" format. Derivative Works also refers to any products which are irreversible and uncoupled from the source data

and in which the PAZ origin is not recognizable. Digital Elevation Models (DEM) extracted from PAZ 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 HISDESAT.

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

1. LICENSE

All PAZ Data is property of HISDESAT and are governed by Spanish Regulations. Therefore, the END USER shall only be granted non-exclusive rights to use PAZ 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 PAZ Data and any derived products on as many individual computers as needed in its premises, including internal computer network;

b) to use the PAZ Data and any derived products only for its own internal needs;

c) to alter or modify delivered PAZ Data and any derived products by himself or his contractor(s). The END USER has to inform HISDESAT in advance about the contractor(s) and shall ensure that his contractor(s) will use PAZ 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 PAZ Data, any derived products and the altered and/or modified PAZ Data and any derived products upon completion of the contract given by the END USER.

d) to publish PAZ Data, any derived products and the altered and/or modified PAZ Data and any derived products as hardcopy prints and in presentations, with the exception of all use cases related to Security, Defense or Intelligence as specified in point 1.2.d), and provided that the END USER conspicuously mark 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 HISDESAT of the URL that will be used and the contents that will be published, 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 HISDESAT.

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 PAZ Data and any derived products;

c) to publish, distribute or transfer in any way the digital format of PAZ Data and/or Quicklooks.

d) to publish or post in any form (hardcopy, presentations, websites, displaying map-based products, etc.)

PAZ Data or derived products, or to do any reference to PAZ or HISDESAT, in all use cases related to Security, Defense or Intelligence, without express authorization in written from HISDESAT.

e) to publish or post in any form (hardcopy, presentations, websites, displaying map-based products, etc.) Derivative Works by the End User including any reference to PAZ Data and/or HISDESAT, unless otherwise authorized in written by HISDESAT.

2. INTELLECTUAL PROPERTY RIGHTS

PAZ Data delivered to the END USER remains the property of HISDESAT. PAZ Data and any derived products are the intellectual property of HISDESAT.

HISDESAT affirms that has an exclusive license that authorizes the right of use to promote, reproduce and sell the PAZ data and any derivative product for commercial devices and is authorized to issue the license to the END USER in this END USER LICENSE.

HISDESAT 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 HISDESAT's right to copyright protection and/or protection against unauthorized use of the PAZ Data and any derived products, in accordance with the copyright laws of Spain and applicable international agreements.

This License does not give the right to the use of HISDESAT trademarks or logos unless explicitly authorized by HISDESAT. Unless otherwise communicated by HISDESAT, the copyright statement applies to all PAZ Data and any derived products distributed by HISDESAT.

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 PAZ Data and any derived products from misuse, unauthorized duplication or distribution and shall notify HISDESAT immediately should any abuse occur.

3. WARRANTY

HISDESAT does not guarantee that PAZ Data and any derived products are free of errors, defects or omissions.

HISDESAT does not guarantee that PAZ 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 PAZ Data and any derived products. HISDESAT disavows all other guarantees not expressly provided in this EULA.

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

In no event shall HISDESAT, nor anybody having contributed to development and/or production and/or delivery of PAZ 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 PAZ Data and any derived products, and shall not be subject to legal action in this respect.

The financial cumulative liability of HISDESAT, 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 for cause is possible, particularly in the case of breach by the END USER of one of the obligations under this EULA. HISDESAT 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 right whatsoever to demand compensation or damages as a consequence of the termination of this license by HISDESAT. Upon termination, the END USER shall return all PAZ Data and derived products to HISDESAT.

5. MISCELLANEOUS

This Agreement shall be construed in accordance with and governed by the laws of Spain. The exclusive place of jurisdiction for all obligations of the END USER shall be the registered office of HISDESAT.

Notwithstanding the above, HISDESAT may seek injunctive relief in any court of competent jurisdiction against the END USER for improper use or disclosure of PAZ Data and any derived products.

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

Any change of this EULA must be made in writing; 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 to modify the invalid provision in such a way as to achieve a valid provision.

The copyright notice to be used in PAZ Data products is: "PAZ satellite image © Hisdesat Servicios Estratégicos S.A., <YYYY>". Alternatively, the copyright notice for derived products including PAZ Data is: "© Hisdesat Servicios Estratégicos S.A., <YYYY>".

Any S/W, Algorithm or Application developed using PAZ products or derived PAZ products (even if it is an update from an older version) shall belong to the END USER. If HISDESAT is interested to use or acquire this S/W, Algorithm or application as considers it is a valuable commercial product, HISDESAT will have the right to be the first company to come into negotiation with the END USER to use or acquire the S/W, Algorithm or application. In the same way, if the END USER intend is to commercialize the S/W, Algorithm or Application, HISDESAT shall be the first company to have the right to acquire it and therefore, END USER shall have the obligation to present and offer the S/W, Algorithm or Application to HISDESAT in advance to any other commercialization process.