

## END USER LICENSE AGREEMENT

Using this END USER LICENSE AGREEMENT ("EULA") is required by the China Siwei Surveying & Mapping Technology Co. Ltd (SiWei). You have ordered or otherwise expressed an interest in obtaining a license to Satellite Data or/and products developed on the base of SiWei's satellite Data ("the Products"). SiWei is willing to provide a non-exclusive license of the Raw Data to You.

The license terms apply to the following satellite constellations:

SuperView Neo-1
SuperView-1
SuperView-2
GaoFen-2
GaoFen-3
GaoFen-5
GaoFen-7
NaturEYE
ZY Tri-Stereo
ZY Hyperspectral

Please read these terms and conditions of this EULA provided below carefully. By accessing and using the Product, you acknowledge that you have read and agreed to be bound by:

- (a) accepting the quote of whole or partial Raw Data;
- (b) tearing the sealing tap of the product packaging;
- (c) downloading, accessing, installing or using the Raw Data;
- (d) producing any derivatives based on the Product;
- (e) damaging or destroying the Raw Data, and
- (f) keeping the Raw Data for 5 days since receiving them.

### 1. Definitions

"**End User**" means any individual, legal entity or governmental agency to whom SiWei provides the Raw Data, accepting this EULA. "**End User**" specifies the individual, entity or agency with its address that the Raw Data is delivered, it may be the branches or business entities or offices of the said individual, entity or agency only when there is a prior written agreement between You and SiWei.

"**Derivative Image Product (DIP)**" means a product or information derived from the Products, but it does not contain any imagery data derived from the Products and is irreversible and uncoupled from the source imagery data derived from the Products. Notwithstanding the foregoing, for the sake of clarity, any Digital Elevation Model ("DEM") or Digital Terrain Model ("DTM") (in any form whatsoever, i.e. database for instance) derived from the Products shall never be considered as a DIP.

"**Value Added Product (VAP)**" means any product developed by You from the Products through technical manipulation and /or addition of other data and resulting in a significant modification of the corresponding product. Notwithstanding the foregoing, any DEM or DTM derived from the Products is regarded as a VAP.

"**Raw data**" means any product provided by SiWei, including all commercial data in Level 1A.

### 2. License

**SIWEI RESERVES ALL THE RIGHTS NOT GRANTED IN 2.1. herein the EULA.**

#### 2.2 Restrictions

You recognize and agree that the Product is the property of SiWei. You will not, or will not permit any sub-Reseller and consultant in accordance with 2.1 (f) to

- (a) use or access the Products for any purpose not expressly permitted in Article 2.1., and/or
- (b) change or remove any trademark, logo or ownership signs over or inside the Product.

### 3. IP Ownership

- 3.1 You acknowledge that the satellites' IP ownership rights to the Product belong to the Satellite operator.
- 3.2 The Products are protected by Chinese laws and international copyright laws.

### 4. Warranties and Liabilities

- 4.1 SiWei owns full rights of the Raw Data in connection with the terms and conditions of this EULA;
- 4.2 As for the complexity of the Raw Data, SiWei warrants the resolution and cloud percentage consistent with this Agreement but doesn't warrant the Raw Data must be free of fault and errors in Your applications, or meet Your plan. SiWei does not make other warranties apart from Article 4.1 and 4.2.
- 4.3 SiWei will, at its own expense and as its sole obligation, replace any defective media reported by You and accepted by SiWei. A request for replacement shall be notified by You to SiWei within seven (7) days after you receive the Raw Data, otherwise SiWei will deem your acceptance of the Raw Data and will not assume any liability hereof.
- 4.4 In no event will SiWei or its staff in connection with development and (or) production and (or) delivery of the Raw Data be liable for any claim, damage or loss caused or incurred by You, including but not limited to any incidental, consequential, special, exemplary, or indirect damage arising from, or relating to, the EULA or the Raw Data. No law suit shall be raised for this damage.

SiWei or its staff's total cumulative liability in connection with development and (or) production and (or) delivery of the Raw Data, if any, whether in contract or tort or otherwise, will not exceed the amount of fees paid to SiWei for the Raw Data.

### 5. Additional Terms

- 5.1 This EULA shall commence as of the Effective Date and shall remain in effect for an indefinite period.

SiWei may obtain all the indemnities by means of this EULA or related laws, or terminate immediately upon a written notice to the other Party, if You breach any material obligation under the EULA and fails to cure the breach to the notifying's SiWei's satisfaction. In this condition, You shall not claim for any refund upon the termination of the EULA and return the Raw Data and VAP to SiWei upon the termination.

- 5.2 You cannot transfer its rights and obligations under this EULA, in part or in whole, without the prior written consent of SiWei;
- 5.3 If any provision of this EULA is held to be non-effective, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent under applicable law, and the remaining provisions will continue in full force and effect;
- 5.4 This EULA will be governed and interpreted by the laws of the People's Republic of China. All disputes arising out of or in connection with this EULA shall be finally settled in Beijing law court, PRC.

Your Company Name:

Signed by: \_\_\_\_\_ Date