

End User License Agreement - EULA for GÖKTÜRK-1 Products

This “End User License Agreement (EULA) for Göktürk-1 Products” or “Göktürk-1 EULA” or “License” shall apply to all Göktürk-1 Product/s.

Göktürk-1 Product/s, object of this EULA, are property of SSB Presidency of the Republic of Turkey Presidency of Defense Industries, (as follows “Licensor”), which is the holder of the intellectual property rights in the Göktürk-1 data obtained through the programming of the Göktürk-1 satellite, and therefore in the Product/s.

Göktürk-1 Product/s and also the raw data acquired by the satellite and/or stored in the archives are protected by the laws governing the protection of databases, are protected by Turkish copyright laws and international agreements.

IMPRO Satellite Image Processing and Telecommunication Inc. which has been appointed by the Presidency of Defense Industries as its partner and world-wide authorized distributor of GÖKTÜRK-1 Satellite data for the exploitation market and exclusive right-holder of the title of GÖKTÜRK Commercial Image Products, has also the right to take all legal actions, on behalf of the Licensor, for the protection of copyrights and/or protection against unauthorized use of GÖKTÜRK Products, in accordance with the Turkish copyright laws and international agreements.

Under the terms of this EULA, Göktürk-1 Product/s are distributed by IMPRO (as follows “Contractor”) to (as follows “Licensee” or “End User” or “User”).

1. Definitions

Affiliated User/s: The natural or legal persons sharing the use of the Product/s with the Licensee/s, as authorized in writing by Contractor, in the context of a Joint Project.

Göktürk-1 System or System: The Satellite System or Space Segment and the Ground Segment of the Göktürk-1 satellite.

Derivative Product/s: A product generated from Product/s by any method which significantly and irreversibly modifies the original Product/s so that the initial characteristics of the original Product/s are no longer identifiable either in whole or in part.

Internal Use: The use of the Product/s for the internal purpose of Licensee/s. It does not include any right to, disclose, sell, assign, lease, sublicense, distribute or transfer the Product/s or any part thereof, or to use the same in any manner or for any purpose not expressly authorized by this Göktürk-1 EULA.

Joint Project: The specific project to be jointly carried out by the Licensee/s and the Affiliated User/s.

Joint Use: The use of the Product/s for a specific Joint Project for which the Licensee/s is authorized in writing by Contractor to share the Product/s with other Affiliated User/s.

License or Göktürk-1 EULA: A limited, non-transferable, non-exclusive, License to use the Product/s and to develop Value Added Product/s for Licensee/s internal use only.

Licensor: The SSB Presidency of the Republic of Turkey Presidency of Defence Industries.

Licensee/s or End User or User: The natural or legal person accepting the terms and conditions of this Göktürk-1 EULA and entitled to use the Product/s for its own Internal Use. The Licensee/s can be Single User or Multiple Users. In case of Multiple Users, a Göktürk-1 Multiple EULA is required.

Multiple License or Göktürk-1 Multiple EULA: A limited, non-transferable, non-exclusive, License to use the Product/s and to develop Value Added Product/s for more than one Licensee or Multiple Users internal business only.

Academic License or Göktürk-1 Academic EULA: A limited, non-transferable, non-exclusive, License to use the Product/s and to develop Value Added Product/s only for non-commercial study or for research undertaken solely to further education and not for commercial purpose.

Product/s: the Göktürk-1 Product/s, provided by Contractor to the Licensee/s under the terms and conditions of the present Göktürk-1 EULA.

Value Added Product/s: Product/s generated from Product/s in which the initial characteristics of the original Product/s are still identifiable in whole or in part. A few not exhaustive examples are: fused imagery Product/s, orthorectified Product/s, enhanced image Product/s including any histogram manipulation, analogue Product/s (hardcopy/printed), displaying map-based Product/s. Distribution of Value Added Products to third parties requires an ad-hoc authorization from Contractor and an additional Göktürk-1 EULA for the third party.

2. Object

2.1 Contractor grants to the Licensee/s a limited, non-transferable, non-exclusive, License to use the Product/s and to develop Value Added Product/s for Licensee/s Internal Use.

2.2 The present Göktürk-1 EULA confers rights solely to the Licensee/s and not to any shareholders or controlling entities or consortia of which the Licensee/s is a party to.

2.3 The Licensee/s may involve in the use of the Product/s its employees, consultants or contractors only for the purposes of the Internal Use of the Licensee/s, upon written authorization by Contractor. Those employees, consultants or contractors are required to accept in writing the terms and conditions of the Göktürk-1 EULA and undertake to use the Product/s accordingly. Such employees, consultants or contractors assume no rights in the Product/s and in particular are not allowed to use the Product/s for their own purposes or to keep copies of it. They are further required to return the Product/s on completion of the activities for which the Product/s is provided.

3. Duration – Withdrawal - Termination

3.1 The present Göktürk-1 EULA shall be effective upon delivery of the Product/s and runs for an unlimited duration of time.

3.2 The Licensee/s may terminate at any time the present Göktürk-1 EULA upon 30 days prior written notice, with respect to the date of termination, to Contractor by registered mail,

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3.3 Contractor reserves the right to terminate the present Göktürk-1 EULA upon 15 days prior notice in writing under the following circumstances:

- a) Violation of the terms and conditions of the present Göktürk-1 EULA.
- b) The Licensee/s goes into bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or goes out of business.
- c) Violation of any applicable laws and regulations.

3.4 Contractor reserves the right to terminate the present Göktürk-1 EULA in the case of violation of the terms and condition of the Göktürk-1 EULA by any Affiliated User/s.

3.5 In the cases specified in paragraphs 3.2, 3.3 and 3.4 above, the Licensee/s and any Affiliated User/s are not entitled to further use the Product/s and/or Value Added Product/s. In such case Licensee/s and any Affiliated User/s shall make its best effort to return or destroy the Product/s, any parts of it, copies and relative documentation.

4. Permitted Use

4.1 The Licensee/s is authorized to copy the Product/s to new digital media, to install it on its computers for back-up purposes and to post extracts of the Product/s or Value Added Products (1024 x 1024 pixels maximum) on its Internet site with the credit mentioned in 6.1. The posting of such extract shall be used for Licensee/s' promotion purposes only, and may in no event allow downloading.

4.2 The Product/s may be processed using also information from outside the Göktürk-1 System in order to elaborate Derivative Product/s.

4.3 The Licensee/s may be authorized in writing by Contractor to share the Product/s with Affiliated User/s, when this is necessary to carry out a Joint Project, under the following conditions:

- a) Characteristics and duration of the Joint Project are indicated in the Product/s order;
- b) Details of the Affiliated User/s are made available to Contractor at the time of ordering;
- c) Each Affiliated User/s accepts in writing and in advance the terms and conditions of the present Göktürk-1 EULA.
- d) The Affiliated Users acknowledge that they retain no rights of use of the Product/s beyond those necessary for carrying out the Joint Project. At the end of the Joint Project, the Affiliated User/s are required to promptly return or destroy the Product/s according to the instructions given by Contractor.

5. Prohibited use

5.1 Any use other than those specified in articles 2 and 4 above is prohibited, unless expressly authorized in writing by Contractor.

5.2 Contractor reserve all rights in the Product/s not specifically granted by the present Göktürk-1 EULA.

5.3 The Licensee/s acknowledges that no Licensed Material will be exported, directly or indirectly, in violation of UN

limitation lists, or will be used for any purpose prohibited by UN including, without limitation, war, discrimination, terrorism, or illegal activities.

6. Intellectual Property Rights

6.1 The Licensee/s recognizes the intellectual property rights of SSB in the Product/s and Value Added Product/s and undertakes to reproduce the copyright notice as follows:

“Göktürk-1 Product – © SSB [year of acquisition], distributed by Contractor.

6.2 It is prohibited to alter, modify or delete the copyright notice attesting SSB's intellectual property rights ownership in the Product/s, as well as any associated trademarks

6.3 The Licensee/s undertakes to comply with SSB's intellectual property rights in the Product/s and undertakes to refer promptly and in writing to Contractor any of unlawful use, including those by third parties, of this Product/s and/or Value Added Product/s processed under the terms this Göktürk-1 EULA. Licensee/s also undertakes to use all his/her best efforts and to take all adequate measures to prevent the infringement of SSB's intellectual property rights by any third parties.

7. Guarantee and Limitation of Liability

7.1 If a Product is defective compared to the Göktürk-1 Product official User Guide, Contractor's guarantee is limited to the replacement of the Product/s, if available, or with a refund of the fee paid by the Licensee/s.

7.2 Any claim regarding defects in the Product/s must be submitted to Contractor by e-mail, fax or registered post within 15 working days of the date the Product/s was delivered by Contractor to the Licensee/s, after which time Contractor will not accept any complaint.

7.3 Contractor and SSB are not responsible for the accuracy and/or suitability of the Product/s for any intended use by the Licensee/s.

7.4 Contractor and SSB accept no responsibility/nor liability for any damage, direct or indirect, suffered by the Licensee/s, caused by the Product/s, or connected to the use or non-use of the Product/s.

7.5 In case contractual responsibilities of Contractor to the Licensee/s are anyway found to be applied, the liability of Contractor shall be limited to the amount of the price for the Product/s paid by the Licensee/s.

8. Force Majeure

8.1 Contractor is not responsible for any delays and/or inadequacies in obligations foreseen by the present Göktürk-1 EULA due to force majeure, such as System malfunctions, natural events, strikes, etc.

8.2 The Licensee/s acknowledges and agrees that the competent Turkish security governmental authorities may at any time prevent the reception and/or distribution of the Product/s. The Licensee/s therefore expressly accepts that delivery of the Product/s, may be prevented, without any liability of SSB and/or Contractor.

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9. Miscellaneous

9.1 The present Göktürk-1 EULA replaces any preceding agreement, understanding or negotiation between the Parties concerning the subject of this Göktürk-1 EULA.

9.2 This Göktürk-1 EULA may only be amended by written agreement of both Parties.

9.3 Each Party undertakes to treat in confidence and in accordance with applicable law any information received from the other Party.

9.4 This Göktürk-1 EULA shall be governed by Turkish Law.

9.5 Any controversy or claim between the Parties hereto arising out of or in connection with this License that will not be settled amicably and in good faith by the Parties, shall be subjected to the arbitration in Ankara. The arbitrators shall settle disputes in accordance with the Turkish Laws, in terms of substantive law, and in accordance with the International Arbitration Law numbered 4686, in terms of procedural law.

END USER DETAILS			
Name:	Title:		
Organization:			
Address:	Post Code:	City:	Country:
Phone:	Fax:		
e-mail:			
Order Details/Reference:			
Signature:			