



END USER LICENSE AGREEMENT - Standard

This is a limited, non-exclusive, non-transferable license to Use Product between KARI and the End User.

The End User accepts and agrees to be bound by the terms of this End-User License Agreement ("EULA") by doing any of the following: (a) breaking the seal on the package containing the Product; (b) downloading and/or installing and/or manipulating the Product on any computer; (c) making available any Derivative Works; (d) damaging or destroying the Product; (e) retaining the Product for more than 7 days following receipt thereof.

Article 1 – License

1.1 Permitted Uses

The End User is hereby granted by KARI a limited, non-exclusive, non-transferable license:

- (a) **Internal Use of Product:** to use, store, access, copy, share, and/or process the Product in any internal devices in its premises including any third party secured cloud infrastructure for its own internal purpose only;
- (b) **VAP and DW generation:** to alter or modify the Product to produce VAP and/or DW;
- (c) **Internal use of VAP:** to use any VAP for its own internal purpose. In order to use the VAP for the purpose other than internal use, including but not limited to distribute to the third party, prior permission from KARI is required;
- (d) **Share with Contractor:** to make available the Product and/or any VAP to Contractors and consultants, only for use on behalf of the End User, subject to such Contractors and consultants agreeing in writing (I) to be bound by the same limitations on use as applicable to the End User, and (II) to return the Product and VAP to End User, and to keep no copy thereof, upon completion of the contracting or consulting engagement;
- (e) **Use of Image Clip:** to display the Image Clip on a public website for non-Commercial Purpose only. The End User is also granted to include the Image Clip into a DW, such as a report, .pdf or similar, for visualization purpose only;
- (f) **Printing:** to print any extract, maximum size 12,000 x 12,000 pixels, of a Product or a VAP, and to distribute such print for non-Commercial Purposes only. Such print shall include the following credit conspicuously displayed: "includes material ©KARI ____ (year of production), distributed by SI Imaging Services ("SIIS"), all rights reserved" written in full; and
- (g) **DW use:** to use and distribute Derivative Works freely.

All rights not expressly granted by KARI under the present Article 1.1 are hereby retained by KARI. The End User shall not do anything not expressly permitted under Article 1.1.

1.2 Prohibited Uses

The End User recognizes and agrees that the Product is and shall remain the property of KARI, and contains proprietary information of KARI and thus is provided to the End User on a confidential basis. The End User shall NOT and will NOT permit any third party to:

- (a) **No transfer:** reproduce, distribute, sublicense, make available, sell, rent, lease, or otherwise transfer access to the Product or VAP, for free of charge or in return for payment, other than those described in Article 1.1.(d);
- (b) **No Image Clip redistribution:** reproduce, distribute, transmit, make available, transfer, sell, rent, lease, sublicense, or get any direct or indirect gain from the Image Clip on stand-alone basis to any third party, other than those described in Article 1.1.(d). In no event the End User shall be entitled to make revenues from the Image Clip on a stand-alone basis;
- (c) **No copyrights modification:** alter, remove, or modify any credit notice or proprietary legend in the Product, VAP, and/or Image Clip;
- (d) **No reverse engineering:** reverse engineer the Product, VAP and Image Clip to derive any original image pixel, metadata, data structure, algorithm used, and so on. The End user shall not use any Image Clip to reproduce the Product or similar data;
- (e) **No use on public:** store, post or process the Product or the VAP in a system or platform that is publicly accessible;
- (f) **No disclosure of competitive analysis:** disclose or provide to any third party the content or result of competitive analysis, such as benchmarking, of any Product and/or VAP; and
- (g) otherwise use or access the Product and/or VAP for any purpose not expressly authorized under this EULA,



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including but without limitation for commercial purpose.

1.3 Additional License Rights

1.3.1 Academic License Rights. If the End User licenses a Product pursuant to the Academic Discount, the permitted use of the Product in section 1.1 is limited to academic purpose only. Academic purpose means use of Product for research or educational purpose such as academic training by or on behalf of the End User, within the facilities of the End user. Academic purpose excludes any competitive analysis, such as benchmarking, and any commercial consulting activities. For the Academic Discount, the End User shall be duly accredited academic organization or research center.

1.3.2 Multi-User License Rights. If the End User licenses a Product pursuant to the Multi-User License, the End User is responsible for documenting and providing to KARI the name and address of each Authorized End User sharing the Product. The End User is responsible for ensuring that individuals of the Authorized End Users to accept and comply with the entire EULA Terms. The End User is liable for all acts and omissions of its Authorized End Users relating to the Product or any violation of these EULA Terms. A breach of these EULA Terms by the Authorized End User is deemed to be a breach by the End User. The End User is not permitted to switch or change the Authorized End User. If the End User shares the Product to more users than permitted under the license it purchased, the End User must purchase an upgrade to its EULA that covers all of the Authorized End Users that are using the Product.

Article 2 – Export Control

The End User will not export or re-export the Product(s) in violation of the regulations of Republic of Korea or any other applicable laws and regulations. The End User will defend, indemnify, and hold harmless SIIS/KARI from and against all fines, penalties, liabilities, damages, costs, and expenses incurred by SIIS/KARI as a result of any violation of such laws and regulations by the End User or any of End User employees.

Article 3 – Intellectual Property Rights

3.1 The satellite imagery data contained in the Product are the property of KARI.

3.2 The Product is protected by Korean and international copyright laws.

Article 4 – Warranty – Liability

4.1 KARI warrants that it has sufficient ownership rights in the Product to make the Product available to the End User under the terms thereof.

4.2 The Product is complex; KARI does not warrant that the Product is free of bugs, errors, defects or omissions, and that operation of the Product will be error free or uninterrupted nor that all non-conformities will or can be corrected. It does not warrant that the Product shall meet the End User's requirements or expectations, or shall be fit for the End User's intended purposes. There are no express or implied warranties of fitness or merchantability given in connection with the sale or use of this Product. KARI disclaims all other warranties not expressly provided in Articles 4.1 and 4.2.

In case the medium on which the Product is supplied by SIIS to the End User is deficient, as demonstrated by the End User and accepted by KARI, KARI shall replace said medium. Any such claim for replacement shall be submitted to KARI within seven (7) days after delivery of the Product to the End User.

4.3 In no event shall KARI nor SIIS, nor anybody having contributed to the development and/or production and/or delivery of the Product, 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 the Product, and shall not be subject to legal action in this respect. The financial cumulative liability of KARI and SIIS and of anybody having contributed to developing and/or production and/or delivery of the Product is limited to distribution of the Product and shall not in any case exceed the price paid by the End User to purchase the Product.

Article 5 – Miscellaneous

5.1 This EULA shall run for an unlimited term. KARI may, in addition to all other remedies to which it may be entitled



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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 claim to any kind of refund in this case. Upon termination, the End User shall return to KARI the Products and VAPs.

5.2 The End User shall not transfer part or all of this EULA without KARI's prior written consent.

5.3 In the event that any provision of this EULA is declared invalid or unenforceable, the remaining provisions of this EULA shall be applicable.

5.4 This EULA is governed by the laws of ROK. All disputes shall be referred to the courts of Seoul, ROK.

Article 6 – Definitions

Unless expressly stated otherwise, in this EULA the singular includes the plural and vice versa, and the "include" used means "include, but not limited to". And the following terms shall be defined and construed as follows;

"Authorized End User" means any person or legal entity in a joint project with the End User as detailed by the End User to SIIS/KARI in the order form (via order form document or API) and accepted by SIIS/KARI.

"Background Map" means a satellite image map used as a background layer in services provided by End User to its customers. The Background Map can be integrated into End user's web services or mobile applications, or can be embedded in End user's stand-alone solution. The Background Map must be subjected to the following conditions:

- (a) The Background Map should be produced and provided in a secure, non-extractable, and non-downloadable format that prohibits manipulation of any pixel or metadata contained therein;
- (b) The Background Map should be used for visualization purpose only. And the Background Map can be used in dynamic forms that can be zooming in/out/panning; and
- (c) The following credit shall be properly displayed:

"includes material © KARI ____ (year of production), distributed by SIIS, all rights reserved".

"Background Map Use" means integrating or embedding the Background Map into End User's services on any device (standalone, mobile, platform, or web).

"Contractor" means an individual or a corporation contracted by the END-USER, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of the END-USER.

"Derivative Work (DW)" means any derivative product or information developed by the End User from the Product, which does not contain any imagery data from the Product and is irreversible and uncoupled from the source imagery data of the Product.

"End User" means either the person, acting in his own name, or the legal commercial business entity, including its possible offices and branches in its country of residence, or the government agency, which is supplied with the Product and accepts this EULA. When the Product is supplied to a public entity, 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 KARI prior agreement in writing.

"Image Clip" is an extract of a Product or a VAP, produced in a secure, non-extractable, and non-downloadable format that prohibits manipulation of any pixel or metadata contained therein. The Image Clip must be subjected to the following conditions:

- (a) maximum size 2,048 x 2,048 pixels;
- (b) at a resolution no better than resolution of the imagery in the Product;
- (c) in a format without geo-referencing information such as .png, .gif, .jpg, .bmp;
- (d) only image acquisition date/time, satellite name, and band composition can be published together; and
- (e) properly displayed the following credit:

"includes material © KARI ____ (year of production), distributed by SIIS, all rights reserved".

"Internal Use" means use of the Product and the VAP solely for the internal business purposes of End User and not for any Commercial Purpose. The internal purpose excludes Media Use and Background Map Use.

"Media" means any means of communication including but not limited to:

- (a) reports, white papers, presentations, manuals, books, newspapers, magazines, articles and journals, whether printed or electronic;



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- (b) posters, brochures and booth displays, whether printed or electronic;
- (c) online media such as websites and social media; and
- (d) video media including movies, television programs, documentaries, webinars and other broadcasts.

"Media Image" is an extract of a Product or VAP, converted to media format by the End User. The Media Image must be subjected to the following conditions:

- (a) at a resolution no better than resolution of the imagery in the Product;
- (b) only image acquisition date/time, satellite name, and band composition can be together;
- (c) in case of online or electric media:
 - (1) in a format without geo-referencing information such as .png, .gif, .jpg, .bmp, .tif;
 - (2) in a secure, non-extractable and non-downloadable format; and
- (d) properly displayed the credit:
 - "includes material © KARI _____(year of production), distributed by SIIS, all rights reserved":
 - (1) in case of printed, on or adjacent to the image; and
 - (2) in case of video media, in the credits at the end of the video media.

"Media Use" means use of the Product, VAP or Media Image in Media.

"Product" means the KOMPSAT-2, -3, -3A & -5 product(s) supplied by SIIS to the End User under this EULA.

"Value Added Product (VAP)" means any product developed by the End User, which contains imagery data from the Product, and resulting in a significant modification of the Product, through technical manipulations and/or addition of other data.

Signed by End User

Date (dd/mm/yyyy) : _____

Name : _____

Organization : _____

Signature : _____