

## ImageSat's End User License Agreement (Imagery)

This End User License Agreement (“**Agreement**”) is an agreement between you (both the individual using the Product (as defined below) or any legal entity on whose behalf such individual is acting), as end user (hereinafter “**You**”, “**Your**” or “**User**”), and ImageSat International (I.S.I) Ltd. (“**ImageSat**” or “**Company**”).

Carefully read the terms and conditions of this Agreement before using the Product. You are deemed to accept the terms of this Agreement by doing any one of the following: (a) copying, downloading, accessing, or otherwise using the Product; (b) making any use, commercial or otherwise, of the Product or any value added products derived from the Product; or (c) retaining the ImageSat Data for more than 3 days following receipt thereof. If you do not or cannot agree to the terms of this Agreement, do not access or use the Product or otherwise indicate refusal, and contact your vendor within thirty (30) days in order to return the Product.

### 1. **DEFINITIONS**

1.1. “**Intellectual Property**” means the intangible legal rights or interests evidenced by or embodied in (i) any idea, design, concept, technique, process, drawings, specification, methodologies, procedures, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, trade secrets, trademarks, trade and business names, and know-how; (ii) any work of authorship, regardless of copyrightability, but including copyrights and any moral rights recognized by law; and (iii) any other intellectual property rights or similar rights, in each case on a worldwide basis, including trademarks and know-how.

2. **LICENSE.** Subject to the terms and conditions of this Agreement, ImageSat grants to you a limited, personal, non-transferable and non-assignable, non-exclusive, pre-paid (subject to payment of the license fee) license to use the ImageSat Image and information products received from ImageSat, including any imagery derived from the Services (as defined below), whether directly or indirectly (“**ImageSat Data**” or the “**Product(s)**”), subject to and in accordance with the following:

#### 2.1. Permitted Uses:

2.1.1. You and any governmental Agency of the Government of India may use the Product solely for your and such governmental Agency of the Government of India internal use in such branches/locations as set forth in the applicable agreement between you and ImageSat (or ImageSat’s vendors) (the “**Order Form**”), and you shall not, and shall not allow any other persons to use the Product other than for such internal use.

2.1.2. You may either (a) make one copy of the ImageSat Data solely for backup or archival purposes and use only the original ImageSat Data, or (b) transfer the ImageSat Data to a single hard disk within User

jurisdiction and use the hard disk version of the ImageSat Data, provided you keep the original ImageSat Data solely for backup or archival purposes;

2.1.3. You and any governmental Agency of the Government of India may analyze, process, and display the ImageSat Data, in each case only within your or such Agency organization and within your jurisdiction, and may make such ImageSat Data and the results of such analysis or processing available to employees of your or such agency organization within your jurisdiction for use solely in accordance with this License;

2.1.4. You may make an unlimited number of print copies of the ImageSat Data, but only for use within your or any governmental Agency of the Government of India organization and within your jurisdiction, provided that you and any governmental Agency of the Government of India may not sell, license or in any manner distribute or make available any copies made for such purposes and all copies must include the ImageSat copyright notice affixed to the original ImageSat Data;

2.1.5. You may make the ImageSat Data available to your and any governmental Agency of the Government of India’s contractors and consultants, but only for use on behalf of your or such agent organization and within your jurisdiction, and only if each such person agrees in writing (a) to be bound by the same limitations on use as apply to you; and (b) to return to you all ImageSat Data, the accompanying written materials and any embodiments of the foregoing upon completion of the contracting or consulting engagement; and

2.1.6. During each use of the Product, any embodiment of the ImageSat Data or any copies thereof for any of the purposes stated in this Agreement you shall include the following notice: © 20XX ImageSat International (I.S.I) Ltd.

#### 2.2. Prohibited Uses:

2.2.1. You may not alter, use, copy, create derivative work, display, distribute, make available or otherwise reproduce the Product or the accompanying written materials (even if merged with other materials) other than as expressly set forth above;

2.2.2. You may not distribute, sell, license, transfer, disclose, rent, lease, sublicense or otherwise transfer or dispose of the Product or the accompanying written materials (even if merged with other materials) other than as expressly set forth above;

2.2.3. You may not alter or remove any trademark, logo, copyright notice or other proprietary legend contained in or on the Product.

2.3. You shall at all times take all necessary security measures to assure the protection of the Products, including without limitation, proper storage

and restricted access on a need to know basis, etc.

3. **INTELLECTUAL PROPERTY RIGHT.** This Agreement does not grant to you or any governmental Agency of the Government of India any title or rights of ownership in or other Intellectual Property rights to the Products or the accompanying written materials. The sole and exclusive ownership of and all right and title in and to, all Intellectual Property rights in the Products whether in the form delivered to you or as may have been altered by you in any way, are and shall remain exclusively vested in ImageSat or its suppliers, whether or not specifically recognized or perfected any applicable law.

4. **SUSPENSION OF USE.** Without derogating from any right and remedies available to Company under any contract, at law or equity, in the event of the User's breach or a threatened breach of any of its obligations under this Agreement, ImageSat shall be entitled, in its sole discretion, to suspend or otherwise prevent your access and/or use of the Products and the User irrevocably waives any claim or demand in connection therewith.

5. **EQUITABLE REMEDIES.** ImageSat would be materially and irreparably injured by a breach of this Agreement and, in such an event or upon the threat thereof, ImageSat and its affiliates shall be entitled, to seek any and all available remedies, including (a) seeking and obtaining an injunctive relief and specific performance, without showing or proving any actual damage sustained by ImageSat and without posting any bond; (b) demanding return or destruction of the ImageSat Data, (c) assessing you the cost of ImageSat's inspection and enforcement efforts (including any reasonable attorney fees); and/or (d) assessing you a use fee appropriate for your actual use of the ImageSat Data.

6. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in this agreement or applicable law, in no event shall Imagesat and/or anyone acting on its behalf and/or any of its suppliers, be liable to you or any third party for any special, consequential, indirect, incidental or punitive damages of any kind, including without limitation, lost profits or loss of income resulting from, loss of business, business interruption, loss of revenue or the use of money, loss of goodwill or use, work stoppage, loss of contracts, loss of data and/or undertaking the restoration of data or costs of procurement of substitute goods or services arising out of this agreement, any defect, error or bug in any Product or any injury or loss caused by any Product or any defect or delay in delivery, all whether based on breach of contract, tort, statute, or regulation, including, without limitation, those resulting from the use of the Product, or the failure of the Product to perform, or for any other reason, and even if those damages were foreseeable or Imagesat has been advised of the possibility of such damage or potential liability, and in no event, will Imagesat's (and/or anyone acting on its behalf and/or any of its suppliers) entire aggregate liability for damages hereunder, from all causes of action of any kind,

including tort, contract, and breach of warranty, exceed the license fee paid for the Product giving rise to the liability. In no event shall imagesat be liable for damages arising from unauthorized or improper use of the Products by the User and anyone on its behalf.

## 7. **CONFIDENTIAL INFORMATION**

7.1. The User shall not disclose to any third party any of the Company's Confidential Information (whether in written, oral, electronic or other form), which is obtained from the Company or otherwise prepared or discovered in the performance of this Agreement. As used herein, the term "Confidential Information" means all information or data concerning or related to the Company and/or the Products (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations, which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. The foregoing does not apply to Confidential Information which User can demonstrate by tangible evidence that is or becomes a matter of public knowledge through no fault of User and/or anyone acting on its behalf, or required to be disclosed under operation of law or valid court order.

7.2. The User agrees that during the term of this Agreement, it shall, at all times maintain the confidentiality of the Confidential Information, using the same degree of care that User uses to protect its own proprietary information but not less than reasonable care.

8. **ASSIGNMENT.** The assignment provisions of the Order Form shall apply to this Agreement, *mutatis mutandis*.

## 9. **TERMINATION.**

9.1. Your license hereunder shall terminate automatically upon the termination of the Order Form.

9.2. The provisions this Agreement that by their nature survive expiration or termination, including without limitation the provisions of Sections 1, 3, 5, 6, 7 and 10 hereto shall survive the termination of this Agreement, for any reason whatsoever

10. **EXPORT REGULATIONS.** At all times, the User agrees not to export or re-export the Products in violation of any applicable laws or regulations. User specifically acknowledge that the export and re-export of the Products is subject to the laws of the State of Israel, and required approvals from the Israeli Defense Export Controls Agency. The User also agrees to comply with all applicable laws and regulations with respect to the import into any country or the use in any country of the Products.

11. **MISCELLANEOUS.** Together with the Order Form, this is the exclusive and entire Agreement between you and ImageSat regarding its subject matter, merging all prior or contemporaneous instruments or agreements and discussions between the parties. This Agreement may not be modified, in whole or in part, except by written agreement of the parties. The Governing law and

dispute resolution provisions of the Order Form shall apply to this Agreement, *mutatis mutandis*. ImageSat retains all rights not expressly granted. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights

and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent permissible the intent and agreements of the parties herein set forth. The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.