

GENERAL TERMS AND CONDITIONS

1. Definitions

1.1 Agreement – The written agreement between RapidEye and the Client that is the subject matter of the transaction between RapidEye and the Client and to which these General Terms and Conditions are attached. RapidEye and the Client are referred to herein individually as "Party" and collectively as "Parties".

1.2 Client – Any legal entity or government agency that enters or intends to enter into a binding agreement with RapidEye to obtain RapidEye products and/or services.

1.3 Confidential Information – All information related to the subject matter of the transaction between RapidEye and the Client provided by a disclosing Party to a receiving Party in any form, whether in print, hard copy, electronic or otherwise.

1.4 Product – Any imagery, data, product, value-added product, service or work supplied by RapidEye, including, without limitation, information products and digital data sets.

1.5 Service – Any information product or value-added product developed by RapidEye or RapidEye in cooperation with the Client.

1.6 Value-Added Product – Any product generated by an end-user that contains source image data from the RapidEye Product (including a reasonable facsimile thereof) and by modifying the Product through higher processing, technical manipulations and/or the integration of additional data.

2. General Provisions These General Terms and Conditions govern the legal relationship between the Client and RapidEye for the provision of RapidEye Products and/or Services. They are an essential part of the Parties' Agreement and govern the rights and obligations of the Parties with respect to the transaction described herein. The Client and RapidEye are deemed to have accepted these General Terms and Conditions which are incorporated into the Agreement by reference. Conflicting conditions of the Client or conditions of the Client differing from those indicated in the General Terms and Conditions are invalid, unless approved by RapidEye in writing. In the event these General Terms and Conditions conflict with the terms of the Agreement between the Parties, the Agreement will prevail.

3. Price

The price for the Products and/or Services supplied by RapidEye to the Client will be the price specified by the Parties in the Agreement.

4. Delivery

Products and/or Services will be delivered in accordance with terms specified by the Parties in the Agreement.

5. Payment

Any and all payments will be made in accordance with the terms of the Agreement. Unless otherwise stated in the Agreement, invoices are due and payable within net thirty (30) days from the date of receipt of the invoice. All amounts payable by the Client to RapidEye are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction. Any late payment will incur interest in the amount of ten (10) percent above EURIBOR p.a. Any rights to claims for further damages for delay are reserved.

6. Confidentiality

This Agreement for the supply of Products and/or Services by RapidEye to the Client, including all information and discussions related thereto, is confidential to both Parties. The Parties acknowledge that Products and/or Services supplied by RapidEye, and information provided by the Client in relation to a purchase hereunder, may contain Confidential Information and that the Parties may receive or have access to other proprietary or Confidential Information disclosed hereunder. Both Parties agree to use the Confidential Information solely and exclusively for the performance of the Parties' obligations hereunder.

7. Intellectual Property

7.1 Intellectual property includes, without limitation, all published or unpublished, written or unwritten discoveries, improvements, ideas, patents, patent applications, copyrights, copyright applications, industrial design, industrial design applications, trademarks, trademarks applications, trade names, logos, data, systems, confidential information, trade secrets, know-how, business plans, goodwill and the like, in each case residing with each Party or its licensors.

7.2 The ownership of intellectual property in or related to data, products and/or services furnished by one Party to the other are and will remain the exclusive property of the relevant Party.

8. Licensing

RapidEye licenses Products to clients and end-users rather than transferring title outright through sale of the Products. Unless expressly stated otherwise in the Agreement, the Client acknowledges that, as between RapidEye and the Client, RapidEye retains ownership of the Products.

9. Warranty and Liability

9.1 RapidEye warrants that the Products and/or Services delivered correspond to the Client's order, and the media on which they are supplied are free from defects in materials and workmanship for a period of thirty (30) days after the date of delivery. RapidEye does not warrant that the Products and/or Services will meet the Client's needs or expectations. RapidEye shall correct or replace the deficient Products and/or Services or, if RapidEye determines that such remedies are not practicable, refund to the Client the amount paid for such Products and/or Services.

9.2 In case of intentional harm or gross negligence on the part of RapidEye or RapidEye's agents in performance, RapidEye is liable according to the provisions of applicable law. The same applies in case of breach of fundamental contract obligations by RapidEye. To the extent the breach of contract is unintentional, RapidEye's liability for damages will be limited to the damage reasonably predictable.

9.3 Subject to the provisions above and the extent to which applicable law requires liability, under no circumstances will either Party, or its licensors or associated persons, be liable for consequential damages, including indirect, special, punitive and/or incidental damages and lost profits, foreseeable or unforeseeable, based on claims of the other Party, its agents, associated persons and/or customers. The Parties expressly waive the right to claims for such damages, which may include but are not limited to, claims for loss of data, goodwill, use of funds or products, interruption in use or availability of data, stoppage of work or impairment of assets.

9.4 RapidEye's liability for culpable damage to life, body or health, as well as RapidEye's liability under the German Product Liability Act, (ProdHaftG), remains unaffected.

9.5 Any liability not expressly provided for above is disclaimed.

10. Term and Termination

10.1 The Agreement will be effective as of the date of signature by both Parties.

10.2 In case of a material breach of these General Terms and Conditions by one Party, the other Party may cancel or terminate the Agreement with thirty (30) days written notice provided that the breaching Party has not cured the breach during such thirty (30) day period.

10.3 Upon termination by RapidEye, all rights granted to the Client hereunder will immediately cease.

11. Final Provisions

11.1 If any provision of these General Terms and Conditions becomes invalid or unenforceable, the remaining provisions will not be affected.

11.2 The Client shall not assign, delegate, subcontract, or otherwise transfer any of its rights or obligations under the Agreement to any third party without RapidEye's prior written consent.

11.3 This Agreement is governed by the laws of the Federal Republic of Germany, excluding conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods. Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement will be Potsdam, Germany.

11.4 Unless otherwise agreed, all correspondence and communications required or desired to be given in connection with the supplying of RapidEye Products and/or Services will be in the English language.

11.5 This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between the Parties. This Agreement may be amended only in writing signed by both Parties.

11.6 The Parties' Agreement may be executed in one or more counterparts, including by facsimile, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

END-USER LICENSE AGREEMENT

This End-User License Agreement ("EULA") is by and between the customer ("Customer") and RapidEye AG ("RapidEye") is the basis upon which RapidEye supplies products ("Products") to end-users. The following terms and conditions represent a legally binding contract between the Customer and RapidEye for use of the Products.

1. Definitions

"Customer" means the natural person or other legal entity entering into a binding agreement for the purchase of RapidEye Products.

"Derivative Product" means any product or information derived and developed by the End-User from the RapidEye Product that does not contain any source image data from the Product (including a reasonable facsimile thereof) and is irreversibly modified and uncoupled from the Product. Notwithstanding the foregoing, a digital elevation model or digital terrain model derived from the Product, in any form whatsoever, is never considered a Derivative Product.

"End-User" means any ONE (1) of the following as identified by the Customer at the time of purchase: One individual; One company or corporation, not including subsidiaries, affiliates or representative offices; One office or department of a civilian federal agency at the cabinet level; One civilian federal agency below the cabinet level; One office or department of a branch of a national military; One office or department of a national defense agency, national intelligence agency or unified command; One state or provincial agency, county or local government; One non-governmental organization or non-profit organization; One department within an educational organization within a country; One office or department within an international organization, institution or agency, including the United Nations or European Union; or Any one entity or equivalent to any of the entities listed above.

"Imagery" or "Data" means any imagery or data from the RapidEye satellites.

"Information Product" means any Product supplied by RapidEye that is characterized by an element of value-added or analytical work.

"Joint Project" means an undertaking between the Customer and one or more End-Users based upon a contractual or organizational relationship existing at the time of purchase of the license.

"Product" means any Imagery, Data, product, value-added product, service or work supplied by RapidEye, including, without limitation, information products and digital data sets.

"Value-Added Product" means any product generated by the End-User that contains source image data from the RapidEye Product (including a reasonable facsimile thereof) and by modifying the Product through higher processing, technical manipulations and/or the integration of additional data. Notwithstanding the foregoing, a digital elevation model or digital terrain model derived from the Product is always considered a Value-Added Product.

2. Acceptance of Licensing Terms

The Customer accepts and agrees to be bound by the terms of the EULA by doing any of the following: (a) accepting, wholly or partially, a quotation for the supply of the Product; (b) agreeing in writing to the terms of this EULA; (c) opening the package containing the Product; (d) downloading, installing and/or using the Product on a computer or other electronic device; (e) developing, using or making available any Derivative Products; (f) damaging or destroying the Product; or (g) retaining the Product for more than five (5) days following receipt thereof. The license granted is non-transferable, and RapidEye reserves all rights not expressly granted.

3. Scope of the End-User License

Under the terms of this EULA, the number of End-Users identified by the Customer at the time of purchase determines the type of EULA acquired and the number of End-Users granted a sublicense to engage in permitted use. There are four (4) license types ("License Types"). The number of End-Users permitted under the EULA depends upon the License Type purchased:

License Type	Number of End-Users
Single-User	1
Multi-User	5
Enterprise	10
Expanded Enterprise	11+

The Customer purchasing a Single-User License is deemed to be the sole End-User. The Customer may not sublicense or otherwise transfer the other License Types to multiple End-Users up to the maximum number permissible provided that (a) the sublicensees agree to be bound by the EULA; (b) the sublicensees and the Customer are engaged in a Joint Project; and (c) the Customer assumes responsibility for noncompliance by the sublicensees whose breach of this EULA will be considered a breach by the Customer.

A temporary sublicense may also be granted to an independent contractor or consultant provided that (a) the contractor/consultant agrees to be bound by the EULA; (b) the contractor/consultant uses the Product solely for purposes otherwise consistent with permitted use and immediately returns the Product and all copies to the Customer upon completion of the assigned tasks; and (c) the Customer assumes responsibility for noncompliance by the contractor/consultant whose breach of this EULA will be considered a breach by the Customer.

4. Granted License and Permitted Uses

In consideration of the mutual covenants herein and for other good and valuable consideration, and conditioned upon the Customer's acceptance of and compliance with all terms of this EULA, RapidEye grants the Customer a limited, non-exclusive, non-transferable license. The Customer may: Make unlimited copies of the Product for internal use only; Use, alter and/or modify the Product to create Value-Added Products for internal use; Redistribute reduced resolution data sets with a ground sampling distance degraded to 30 meters or more and with the proper copyright conspicuously displayed; "Includes material © (Year) RapidEye AG, Germany. All rights reserved."; Redistribute Derivative Products without restriction; Make the Product or Value-Added Product available to consultants and contractors for customization with no right to sublicense or otherwise transfer to a third party; Display Products or Value-Added Products on an internet site at full resolution for non-commercial purposes in a non-downloadable, non-distributable, non-interactive fashion that does not allow a third party to access the Product or Value-Added Product as a stand alone file and with the proper copyright conspicuously displayed; "Includes material © (Year) RapidEye AG, Germany. All rights reserved."; and Publish Data or Value-Added Products in a non-digital format and for non-commercial purposes in research reports or similar publications with the proper copyright conspicuously displayed; "Includes material © (Year) RapidEye AG, Germany. All rights reserved."

The Customer may NOT: Sublicense, sell, rent, lease or otherwise transfer or assign the Products to a third party, except as expressly provided in this EULA; Copy or otherwise reproduce the Products except as provided in this EULA; Use the Product or a Value-Added Product for any purpose not expressly permitted under this EULA; or Alter or remove any copyright notice or proprietary legend contained in or on the Product.

5. License Upgrade

To redistribute the Products or Value-Added Products for commercial purposes or any other purpose not permitted by this EULA, the Customer must request additional licensing from RapidEye or RapidEye's representative. Licensing allowing additional uses may be granted to the Customer upon the conclusion of a license upgrade ("License Upgrade") for which the appropriate license fees have been paid to RapidEye. The relevant License Upgrade will be attached as an amendment to this EULA and read and interpreted in conjunction with the EULA. The inclusion of the Products, or Imagery and Data contained in the Products, in any product for resale or distribution is considered value-added work and is NOT allowed under this EULA.

6. Intellectual Property

The Products and Data contained therein are owned by RapidEye and protected by the laws of Germany and applicable international laws, treaties and conventions regarding intellectual property or proprietary rights. RapidEye retains all rights, title and ownership not granted herein and to all copies of the Data and Products licensed under this EULA. From the date of acceptance of this EULA by one of the means listed above, the Customer agrees to employ all reasonable efforts to protect the Data and Products, or any part thereof, from unauthorized use, distribution, disclosure or publication. RapidEye retains all rights over its trademarks.

7. Confidentiality

The Customer acknowledges and agrees that the Data and Products contain information proprietary to RapidEye and as such are provided to the Customer on a confidential basis. The Customer agrees not to disclose the Data and Products in any manner not expressly authorized and shall not alter or remove any copyright notice or proprietary statement contained in or on the Data and Products. Furthermore, the Customer agrees to impose this same obligation on any contractor or consultant engaged.

8. Limited Warranty

RapidEye warrants that it has sufficient ownership rights in the Data and Products to make these available to the Customer under the terms of this EULA.

RapidEye makes no warranties as to the suitability of the Data and Product to their fitness for the Customer's requirements or intended purposes. RapidEye makes no warranties that the Data and Product are free of errors, defects or omissions, or that the operation and use of the Data and Product will be error-free, or that all non-conformities can or will be corrected.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, RAPID EYE DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, SYSTEM INTEGRATION AND NON-INFRINGEMENT. RAPID EYE DOES NOT WARRANT THAT THE PRODUCTS WILL MEET THE CUSTOMER'S NEEDS OR EXPECTATIONS, OR THAT OPERATIONS OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED.

In case the Product supplied by RapidEye is defective as demonstrated by the Customer and acknowledged by RapidEye, RapidEye will replace the Product. Any such claim for remedy should be sent in writing by the Customer to RapidEye within fourteen (14) calendar days of delivery of the Product to the Customer.

9. Limitation of Liability

In case of intentional harm or gross negligence on the part of RapidEye or RapidEye's agents in performance, RapidEye is liable according to the provisions of applicable law.

SUBJECT TO THE PROVISIONS ABOVE AND THE EXTENT TO WHICH APPLICABLE LAW REQUIRES LIABILITY, RAPID EYE SHALL NOT BE LIABLE TO THE CUSTOMER FOR COSTS OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS IN OTHER BUSINESS CONCERNING LOST GOODWILL; OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS EULA OR THE USE OF THE DATA AND/OR PRODUCTS.

RapidEye's liability for culpable damage to life, body or health, as well as RapidEye's liability under the German Product Liability Act, (ProdHaftG), remains unaffected.

Any liability not expressly provided for above is excluded.

10. Indemnification

The Customer shall indemnify RapidEye against all loss, damages, claims, expenses or attorney's fees sustained by or asserted against RapidEye arising from or connected with the breach by the Customer of any provision of this EULA.

11. Term and Termination

This EULA will run for an unlimited term. The Customer shall, upon request by RapidEye, provide reasonable assurances to RapidEye that use of the Products is consistent with the permitted uses under the EULA. RapidEye is entitled to terminate this EULA with immediate effect by notice in writing if the Customer breaches any provision of this EULA. In this case, the Customer shall have no claim to any remedy or refund of license fees paid. In the event that Customer uses the Products in an unauthorized manner, or otherwise violates this EULA, RapidEye may, at its option, select any one or more of the following remedies in addition to any remedy available at law: (i) demand return of the Products; (ii) enjoin the Customer's use of the Products; (iii) charge the Customer a fee appropriate to the Customer's actual use of the Products; or (iv) charge the Customer for reasonable inspection and enforcement costs. Upon such termination, the Customer shall return all Data and Products to RapidEye.

12. Applicable Law

The laws of the Federal Republic of Germany, excluding conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods, will govern all matters relating to this EULA. The exclusive jurisdiction and venue for any legal action arising out of this EULA will be Potsdam, Germany.

13. Complete and Binding EULA

This EULA constitutes the complete and exclusive understanding between the Customer and RapidEye relating to its subject matter, and supersedes all prior and contemporaneous representations, correspondence, proposals or EULAs, whether oral or written. If any provision is determined to be invalid or unenforceable, the remaining provisions of this EULA will continue to be valid and enforceable. RapidEye's failure to enforce any of the provisions in this EULA will not constitute a waiver of its right to do so.