

APPENDIX D

End User License Agreement (EULA) to use 21AT Asia Data Products

This is a legally binding Agreement between the End User, and Twenty First Century Aerospace Technology (Asia) Pte. Ltd. (21AT Asia). 21AT Asia has the right to license worldwide satellite image products and value added products developed by 21AT Asia.

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) accepting, in whole or in part, a quotation for the supply of the Product;
- (b) breaking the seal on the package containing the Product;
- (c) downloading and/or installing and/or manipulating the Product on any computer;
- (d) making available any Derivative Works;
- (e) damaging or destroying the Product;
- (f) retaining the Product for more than seven (7) days following receipt thereof.

1. DEFINITIONS

"Data" or "Imagery" means satellite raw image data, as downloaded or acquired from the satellites by 21AT Asia.

"Derivative Works" means any product or information developed by the End User from Imagery Data or a VAP, which does not contain any Imagery Data and is irreversible and uncoupled from the source Imagery Data or VAP.

"Distributor" means 21AT Asia's authorized distributor within the Territory through which the End User License was procured, where the sale has been completed.

"Affiliated End User" means any legal commercial business entity or government agency engaged in a joint project with the End User, as identified by the End User to 21AT Asia and accepted in writing by 21AT Asia in the order confirmation. When the Affiliated End User is a government agency (civil agency, public department ...), it shall be deemed to be only such part of the government agency as located at the address to which the Product is supplied, except upon 21AT Asia's prior agreement in writing.

"Products" means Imagery Data and/or Value Added Products provided by 21AT Asia to the End User under the terms of this License.

"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 government entity (civil agency, public department, ...), the End User shall be deemed to be only such part of the government entity as located at the address to which the Product is supplied, except upon 21AT Asia prior Agreement in writing.

"Trademarks" means any trademarks, service marks and logos owned by 21AT Asia.

"Value Added Products" or **"VAP"** means any product(s) or information developed by the End User under the terms of this Agreement or directly by 21AT Asia, which contains imagery or Data of 21AT Asia.

"21AT" means Twenty First Century Aerospace Technology Co., Ltd, with its registered office in Beijing, PRC.

2. LICENSE

This EULA permits End User to use the Products under the following terms and conditions of this License Agreement:

Copyright

The Products are owned by 21AT Asia and are protected by laws of Singapore and applicable international copyright laws.

Permitted Uses

The End User is hereby granted by 21ATAsia a limited, non-exclusive, non-transferable license to install the Product on as many individual computers as needed in its premises, including internal computer network (with the express exclusion of the internet) for the Permitted Uses as follows:

- (a) to make a maximum of ten (10) copies for installation of the Product or archiving and back-up purposes;
- (b) to use the Product for its own internal needs;
- (c) to alter or modify the Product to produce VAPs and/or Derivative Works;
- (d) to use any VAP for its own internal needs;
- (e) 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 or consultants agreeing in writing to be bound by the same limitations on use as applicable to the End User, and to return the Product and VAP to End User, and to keep no copy thereof, upon completion of the contracting or consulting engagement;
- (f) the End User may print or post an extract, maximum size 1024 x 1024 pixels, of a Product or a VAP on an internet site, in research reports, journals or other type of publication, with the following copyright notice and logo of 21AT Asia conspicuously displayed: "xxx ©21AT Asia____(year of production), distribution 21AT Asia, all rights reserved". Such print and posting shall be used for promotion purposes or on a non-commercial basis. Prior to any print or posting, the End User shall inform 21AT Asia of intended use or the URL address used by End User.

The logo of 21AT Asia will be supplied by 21AT Asia as an electronic file on request.

- (g) to share the Product and/or any VAP with Affiliated End Users in the framework of a joint project, subject to the following cumulative conditions:
 - the End User shall have detailed in the order form accepted by 21AT Asia:

- the name, legal structure, site address of each Affiliated End User;
- the details of the joint project in which the End User the Affiliated End User are cooperating and for which the Product is ordered;
- the End User shall sign with each Affiliated End User an agreement under which;
 - Each Affiliated End User may be granted the rights provided under paragraph a) to f) above;
 - the terms and conditions of such agreement shall in no event be less protective to 21AT Asia's respective rights than the provisions of this EULA; and
- the End User shall guarantee that each Affiliated End User complies with the provisions and restrictions provided in the present EULA, and shall indemnify and hold 21AT Asia harmless in connection thereto.

Restrictions:

The End User understands and agrees following restrictions:

- (a) The End User shall not use the Product other than for peaceful and legal purposes.
- (b) The End User shall not reproduce, sell, lease, rent, sub-license, or transfer the Product other than as permitted under this EULA.
- (c) The End User shall not delete, obscure, remove or alter any copyright notice contained in or appearing on the Product.
- (d) The End User shall not put or install Product in an unsecure place or a network where Product can be easily accessed and downloaded by unlicensed users.

The End User further agrees and acknowledges that

- (a) all rights in the Data and/or Product remain vested in 21AT Asia and this EULA does not purport to assign or transfer any rights in the Data and/or Product to Distributor and/or any End User
- (b) The End User shall not assert any claim or interest in or to anything which may adversely affect the validity or enforceability of any of the Trademarks;
- (c) The End User shall not register, seek to register, or cause to be registered any of the logos and Trademarks without 21AT Asia's prior written consent.

3. LIMITED WARRANTY

21AT Asia will use reasonable endeavors to ensure that any of Products provided to End User conform to its order and that the medium in which the Product delivered is free of physical defect. If any Product does not meet the foregoing standards, End User's sole and exclusive remedy will be to return such Product to 21AT Asia through the Distributor within thirty (30) days of receipt thereof. If the End User returns the Product within such period and 21AT reasonably determines that such Product, at the time they were delivered to the End User, failed to meet such standards, 21AT Asia will replace or repair the Product and return it to the End User.

Except as provided in the preceding paragraph, any Product licensed pursuant to this EULA is

provided without warranty of any kind, whether express or implied, including implied warranties of merchantability and fitness for a particular purpose, even if 21AT Asia is advised of such purpose.

21AT Asia's liability with respect to any such Product will, in any case, be limited to replacement or repair of the Product. In no event will 21AT Asia be liable to End User for any special or consequential damages, including lost profits resulting from any defect in any Product or any delay in delivery.

4. **OTHER**

This EULA shall be governed by laws of Singapore. 21AT Asia retains all rights not expressly granted. The End User shall not transfer part or this entire License without 21AT Asia's prior written consent.

All disputes under or related to this EULA shall first be settled amicably through friendly negotiations between 21AT Asia and the End User. If the dispute has not been resolved between 21AT Asia and the End User within thirty (30) days from the commencement of such friendly negotiations, then either 21AT Asia or the End User can submit the dispute for arbitration in Singapore by Singapore International Arbitration Centre (SIAC) in accordance with the arbitration rules of SIAC effective at that time. The committee of arbitration shall be formed by three arbitrators, one by each of the two Parties and the third appointed by the SIAC. The arbitration proceedings shall be conducted in English and the arbitration award shall be written in English. Arbitration award shall be final and binding on 21AT Asia and Distributor. The cost of arbitration shall be borne by the losing Party or in accordance with the ruling of the arbitrator(s).

This License is effective until terminated. It may be terminated by End User by destroying all copies of the Products. It will terminate automatically if End User fails to comply with any of the terms of this License, and on any such termination the End User will destroy all copies of the Products.

Signed by End User	
Date (dd/mm/yyyy)	
Name	
Organization	
Signature	
Product ID reference	

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