

EOMAP Product End User Licence Agreement

1. Preamble

Thank you for your interest on EOMAP products.

By using products provided by EOMAP GmbH & Co.KG or one of its affiliates ("EOMAP") products, you ("the user") agree to be legally bound, without limitation, to the following Terms and Conditions.

This Agreement will be entered into as of the date You first download, access or use the Product (the "Effective Date"). This Agreement consists of these terms and conditions and Your confirmation (e.g. acceptance with one the procedures provided with 3). Unless otherwise amended as set forth herein, this Agreement represents the entire agreement and understanding between You and EOMAP as to the matters set forth herein and will exclusively govern Your access to and use of the Product and will supersede any oral or written proposal, agreement or other communication between You and EOMAP regarding the Product. Your/the users acceptance of this Agreement is expressly limited to the terms and conditions set forth herein. Any additional or inconsistent terms provided by the User in any other documents such as a purchase order will not have any legally binding effect on EOMAP. This Agreement may be modified only by a binding written instrument entered into by the User and EOMAP. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

EOMAP products are provided under terms and conditions as described as follows:

2. Definitions

"EOMAP" means EOMAP GmbH & Co.KG (located in Seefeld/Germany) or one of its affiliates: EOMAP Australia Pty Ltd (located in Stapylton, QLD, Australia), EOMAP USA Inc. (located in Dover, Delaware USA).

"User" is defined as any one of the following that has accepted the Terms and Conditions of EOMAP and is supplied with a product or service:

- Individual
- Company or corporation, not including subsidiaries, affiliates, or representative offices;
- Office or department of a civilian federal agency at the cabinet level;
- Civilian federal agency below the cabinet level;
- Office or department of a branch of a national military,
- Office or department of a national defense agency, national intelligence agency, or unified command;
- State or provincial agency, country, or local government;
- Nongovernmental organization or nonprofit organization;
- Educational organization within a country;
- Office or department within an international organization, institution, or agency, including the United Nations or European Union; or
- Any entity or equivalent to any of the entities listed above.

"Products" means data products, services, software or work licensed by EOMAP, including information products and digital data sets. The term "Data products" excludes the software, and the term "EOMAP software" means just software licensed by EOMAP and excludes data products.

"Value-Added Product" or VAP means any derived product on basis of the Product, where the Product is significantly modified through technical manipulation and / or addition of other data, but where the Value-Added Product still contains significant data from the Product.

3. Acceptance of Licensing Terms

The User agrees and accepts the terms and conditions with doing one of the following procedures:

- accept a quotation of Products
- opening, downloading or installing any Product on an electronic or non-electronic device
- using, altering or damaging the Product
- signing the Terms and Conditions

A license granted hereunder is nontransferable, unless otherwise approved in writing by EOMAP, and EOMAP reserves all rights not expressly granted by this Terms and Conditions and/or other signed in writing between User and EOMAP.

4. Scope of the End-Users-License

Unless otherwise approved in writing by EOMAP, the standard licence type identified at the time of purchase of the Product is "Single-User" with one (1) End-User, and subject to the payment of all applicable fees. Other User types or License upgrades such as Multi-User has to be agreed and signed in writing at the time of purchase of the Product.

5. Permissions

5.1. With the acceptance of the Terms and Conditions the user is allowed to

- Make unlimited copies of the Data Products for internal use
- Use the Product to create Value-Added Products for internal use;
- Make the Data product or Value-Added Product available to consultants and contractors for customization with no right to sublicense, use for other commercial purpose or otherwise transfer to a third party;
- Display EOMAP Data Products or Value-Added Products on Your internet site at a resolution no better than 10 times reduced per dimension in spatial and if applicable in temporal resolution for noncommercial purposes and in a non-downloadable, non-interactive fashion that does not allow a third party to access the Product or Value-Added Product as a standalone file, and with the proper copyright conspicuously displayed as given in 5.2.; and
- Publish Products data or Value-Added Products in a non-digital format and for noncommercial purposes in research reports or similar publications with the proper copyright conspicuously displayed as given in 5.2.

5.2. Display of copyrights:

- The information to be displayed with the Data Products and VAP's is usually provided within the EOMAP product metadata. If information is displayed to third parties, the following rules shall be applied:
 - Bathymetry, Seafloor and Waterquality products shall be named by its brand name: "© (Year) EOMAP Bathymetry", "© (Year) EOMAP Water Quality", "© (Year) EOMAP Seafloor Map", followed by "All rights reserved".
 - All other products and products significantly assimilated with non-EOMAP products, shall be displayed by "Includes material © (Year) EOMAP GmbH & Co.KG. All rights reserved."
 - Note that EOMAP products may be linked with third party licensed materials (e.g. satellite data). If so, additional information to be displayed is usually provided within the EOMAP product metadata.
 - Example for EOMAP Bathymetry products generated from Digitalglobe satellite data: "© (Year) EOMAP Bathymetry, includes material © (Year) Digitalglobe satellite data. All rights reserved."
 - The display of other third party licensed materials shall be accounted for analogous, e.g. for Rapideye or other satellite data.

5.3. The user is not allowed to



- use the Product other than for their own Internal Use;
- reproduce the Product or provide the Product and Value Added Products to any other party, with the exception of consultants and contractors for customization and with no right to sublicense.
- re-engineer, de-compile or reverse-engineer the EOMAP software
- display, distribute, supply, licence, hire, let, trade or expose for sale the Product and Value Added Product

Any exceptions to this has to be written and signed by the User and EOMAP. Sublicensing or providing of EOMAP products or Value-Added Products assimilating EOMAP products to a third party is not granted under this agreement, unless agreed in writing within an additional agreement between User and EOMAP.

6. Ownership

Products are licensed to the User, not sold, under this Agreement. The Product, and all worldwide intellectual property and proprietary rights therein and related thereto, including, without limitation, all patents, copyrights, trademarks, trade secrets, moral rights, sui generis rights and other right in databases, and all rights arising from or pertaining to the foregoing rights, are and will remain the exclusive property of EOMAP and its suppliers. All rights in and to the Product not expressly granted to the User are reserved by EOMAP and its suppliers. This Agreement does not grant the User title to the EOMAP Software or any copies of the Product. Any rights of the User in any Value Added Products do not provide the User with any rights in or to any Product used or incorporated in that Value Added Products except as granted under this Agreement. From the date of acceptance of this Terms and Conditions by one of the means listed above, the User agrees to employ all reasonable efforts to protect the data and/or Products, or any part thereof, from unauthorized use, distribution, disclosure, or publication. EOMAP or its licensor retains all rights over its trademarks.

7. Proprietary Information

User agrees that the data and/or Products contain information proprietary to EOMAP or its licensor. User shall not alter or remove any copyright notice or proprietary statement contained in or on the data and Products, unless otherwise agreed by EOMAP. Additionally, User agrees to impose this same obligation on any third party engaged to perform work on behalf of the User, who requires access to the Product for such work.

8. Limited Warranty/Disclaimer

EOMAP warrants it has sufficient rights in the data and/or Products to make these available to User under the terms of this Terms and Conditions.

EOMAP makes no warranties as to the suitability of the data and/or Products or their fitness for User's requirements or intended purposes. EOMAP makes no warranties that the data and/or Products are free of errors, defects, or omissions, or that the operation and use of the data and/or Product will be error-free, or that all nonconformities can or will be corrected.

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

In case a Product supplied is defective as demonstrated by User, not generated by the EOMAP production standards and acknowledged as defective by EOMAP, an EOMAP representative will (a) replace the Product, or (b) refund all fees paid by You for the non-conforming Product returned during the warranty period. Any such claim for remedy should be sent in writing by User to the appropriate EOMAP representative within fourteen (14) calendar days of delivery of the Product to User.

9. Limitation of Liability

IN NO EVENT WILL EOMAP OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR LOST DATA) ARISING FROM, OR RELATING TO, THIS AGREEMENT OR THE PRODUCT, EVEN IF EOMAP OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EOMAP AND ITS SUPPLIERS' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE PRODUCT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO EOMAP OR ITS SUPPLIERS FOR THE PRODUCT. THIS SECTION SHALL BE GIVEN FULL EFFECT EVEN IF THE WARRANTY PROVIDED IN SECTION 9 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. Indemnification

You will indemnify, defend, and hold harmless EOMAP and its subsidiaries, affiliates and subcontractors, and their respective owners, officers, directors, employees and agents, from and against any and all direct or indirect claims, damages, losses, damages, liabilities, expenses, and costs (including reasonable attorneys' fees) arising from or out of: (1) Your use of the Product for any purpose; (2) Your actual or alleged breach of any provision of this Agreement; or (3) damage to property or injury to or death of any person directly or indirectly caused by You. EOMAP will provide You with notice of any such claim or allegation, and EOMAP has the right to participate in the defense of any such claim at its expense.

11. Termination

These Terms and Conditions run for an unlimited term. User shall, upon request by EOMAP, provide reasonable assurances to EOMAP that use of the Products is consistent with the permitted uses under the Terms and Conditions. EOMAP is entitled to terminate this agreement with immediate effect by notice in writing if the User breaches any provision of the terms and Conditions. In this case, the User will have no claim to any remedy or refund of license fees paid. In the event the User uses the Products in an unauthorized manner, or otherwise violates the Terms and Conditions, EOMAP may, at its option, select any one or more of the following remedies in addition to any remedy available at law:

- demand return of the Products;
- enjoin User's use of the Products;
- charge User a fee appropriate to End-User's actual use of the Products;
- charge User for reasonable inspection and enforcement costs.

Upon such termination, User shall delete all data and Products upon demand by EOMAP, and User shall provide evidence of deletion upon request by EOMAP.

12. Export Control

You will comply with all applicable export control laws, rules and regulations.

13. Governing Law

The law of the Germany will govern all matters relating to these terms and Conditions.

14. Complete and Binding Terms and Conditions

Subject to any specific terms of an order for Products incorporating these Terms and Conditions, they constitutes the complete and exclusive understanding between User and EOMAP relating to its subject matter, and supersedes all prior and contemporaneous representations, correspondence, proposals or User license agreements, whether oral or written. If any provision is determined to be invalid or unenforceable, the remaining provisions of these Terms and Conditions will continue to be valid and enforceable. EOMAP's failure to enforce any of the provisions in these Terms and Conditions will not constitute a waiver of its right to do so.

15. Changes to this Licence

EOMAP may revise the Terms and Conditions at any time without notice from time to time and for any reason. EOMAP GmbH & Co.KG, Schlosshof 4a, 8229 Seefeld, GERMANY. Commercial Register Nr.: HRA 88424