

Non-Exclusive License to Use KOMPSAT-2 and/or KOMPSAT-3 and/or KOMPSAT-5 Products 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) 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 7 days following receipt thereof.

## Article 1 – Definitions

**"DERIVATIVE WORKS"**: 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 (civil agency, public department, ...), 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.

**"PRODUCT"**: means the KOMPSAT-2, -3 & -5 product(s) supplied by SI Imaging Services to the END-USER.

**"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.

## Article 2 – License

### 2.1 Permitted Uses

The END-USER is hereby granted by KARI a limited, non-exclusive, non transferable license:

(a) 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, except as provided under paragraph (g) below) for the Permitted Uses under paragraphs (b) to (i) below;

(b) to make a maximum of ten (10) copies for (I) installation of the PRODUCT as per paragraph (a) above and (II) archiving and back-up purposes;

(c) to use the PRODUCT for its own internal needs;

(d) to alter or modify the PRODUCT to produce VAPs and/or DERIVATIVE WORKS;

(e) to use any VAP for its own internal needs;

(f) 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;

(g) to post an extract, maximum size 1024 x 1024 pixels, of a PRODUCT or a VAP on an internet site, in a JPEG format, with the following credit conspicuously displayed: "includes material © KARI \_\_\_\_ (year of production), Distribution (SI Imaging Services, Republic of Korea), all rights reserved" written in full. Such posting shall be used for promotion purposes only, and may in no event allow downloading of the extract posted, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer such extract. Prior to any posting, the END-USER shall inform KARI, specifying the URL address used by END-USER: kocust@kari.re.kr;

(h) to print any extract, maximum size 1024 x 1024 pixels, of a PRODUCT or a VAP, and to distribute such print for promotion purposes only. Such print shall include the following credit conspicuously displayed: "includes material ©KARI \_\_\_\_ (year of production), Distribution (SI Imaging Services, Republic of Korea), all rights reserved" written in full;

(i) to distribute DERIVATIVE WORKS.

All rights not expressly granted by KARI under the present Article 2.1 are hereby retained by KARI.

### 2.2 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 cause any contractor or consultant engaged as per the provisions of Article 2.1(f) to, do any of the following:

- (a) do anything not expressly authorized under Article 2.1; and
- (b) alter or remove any copyright notice or proprietary legend contained in or on the PRODUCTS.

### **Article 3 – 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 4 – Intellectual Property Rights**

**4.1** The satellite imagery data contained in the PRODUCT are the property of KARI.

**4.2** The PRODUCT is protected by Korean and international copyright laws.

### **Article 5 – Warranty – Liability**

**5.1** KARI warrants that it has sufficient ownership rights in the PRODUCT to make the PRODUCT available to the END-USER under the terms thereof.

**5.2** 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 5.1 and 5.2. In case the medium on which the PRODUCT is supplied by SI Imaging Services 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.

**5.3** In no event shall KARI nor SI Imaging Services, 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 SI Imaging Services 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 6 – Miscellaneous**

**6.1** This End-User License Agreement shall run for an unlimited term.

KARI may, in addition to all other remedies to which it may be entitled 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.

**6.2** The END-USER shall not transfer part or all of this EULA without KARI's prior written consent.

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

**6.4** This End-User License Agreement is governed by the laws of ROK. All disputes shall be referred to the courts of Seoul, ROK.

### **Signed by End User**

**Name :**

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**Signature :**

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