

END USER LICENSE AGREEMENT

This END USER LICENSE AGREEMENT ("EULA") is made between SpaceWill Info. Co., Ltd.(SPACEWILL) and End User ("You"). You have ordered or otherwise expressed an interest in obtaining a license to SuperView Satellite Data ("the Raw Satellite Imagery"). SPACEWILL is willing to provide a non-exclusive license of the Raw Satellite Imagery to You.

Please read these terms and conditions of this EULA provided below carefully. By accessing and using the Product, you acknowledge that you have read and agreed to be bound by:

- (a) accepting the quote of whole or partial Raw Satellite Imagery;
- (b) tearing the sealing tap of the product packaging;
- (c) downloading, accessing, installing or using the Raw Satellite Imagery;
- (d) producing any derivatives based on the Raw Satellite Imagery;
- (e) damaging or destroying the Raw Satellite Imagery, and
- (f) keeping the Product for 5 days since receiving them.

1. Definitions

"**End User**" means any individual, legal entity or governmental agency to whom SPACEWILL provides the Product, accepting this EULA. "**End User**" specifies the individual, entity or agency with its address that the Product is delivered, it may be the branches or business entities or offices of the said individual, entity or agency only when there is a prior written agreement between You and SPACEWILL.

"**Derivative Image Product (DIP)**" means a product or information derived from the Products, but it does not contain any imagery data derived from the Products and is irreversible and uncoupled from the source imagery data derived from the Products. Notwithstanding the foregoing, for the sake of clarity, any Digital Elevation Model("DEM") or Digital Terrain Model ("DTM") (in any form whatsoever, i.e. database for instance) derived from the Products shall never be considered as a DIP.

"**Value Added Product (VAP)**" means any product developed by You from the Products through technical manipulation and /or addition of other data and resulting in a significant modification of the corresponding product. Notwithstanding the foregoing, any DEM or DTM derived from the Products is regarded as a VAP.

"**Raw Satellite Imagery(the Products)**" means any product provided by SPACEWILL, including SuperView-1/ SuperView-2/SuperView NEO-1 Satellite Data with level in 1B and 2A.

2. License

2.1 Grant of License

Subject to Your compliance with the terms and conditions of the EULA, SPACEWILL grants You a non-exclusive, non-transferable and limited license to:

- (a) install the Raw Satellite Imagery in Your computers in your business places. These computers are confined to use for the work in 2.1 (b)-(i);
- (b) create up to 100 copies of the Products for the purpose of installation and backup in accordance with 2.1 (a);
- (c) use the Products for internal needs;
- (d) modify the Products in order to create a VAP and or derivative;
- (e) use a VAP for internal needs;
- (f) grant Your sub-Reseller and consultant to access the Products and/or VAP subject to a prior written agreement to make sure of their compliance with the same terms and conditions of the EULA and return of the same Product or VAP to You without retaining any copy;
- (g) post a sample image of the Products or VAP (not corresponding to metadata) to publicly accessible Internet web sites provided that the size is no bigger than 1024 x 1024 pixels and it contains the following notice conspicuously displayed in connection with the Product or VAP work: "SuperView Satellite – distributed by SPACE VIEW", for non-Commercial Purposes and in a non-distributable/transferrable/ disposable / rentable manner;
- (h) print and hand out any sample image of the Products or VAP at a size no bigger than 1024 x 1024 pixels for demonstration and non-Commercial Purposes and containing the following notice conspicuously displayed in connection with the Product or VAP work: "SuperView Satellite – distributed by SPACEWILL"; and / or
- (i) use, apply and allocate a DIP as you need.

SPACEWILL RESERVES ALL THE RIGHTS NOT GRANTED IN 2.1. herein the EULA.

2.2 Restrictions

You recognize and agree that the Raw satellite imagery is the property of SPACEWILL. You will not, or will not permit any sub-Reseller and consultant in accordance with 2.1 (f) to

- (a) Use or access the Raw satellite imagery for any purpose not expressly permitted in Article 2.1., and/or
- (b) Change or remove any trademark, logo or ownership signs over or inside the Raw satellite imagery.

3. IP Ownership

- 3.1 You acknowledge that SuprView IP ownership rights to the Raw satellite imagery belongs to China Siwei Surveying & Mapping Technology Co., Ltd.
- 3.2 The Raw satellite imageries are protected by Chinese laws and international copyright laws.

4. Warranties and Liabilities

- 4.1 SPACEWILL warrants to own full rights of the Products in connection with the terms and conditions of this EULA;
- 4.2 As for the complexity of the Raw satellite imagery, SPACEWILL warrants the resolution and cloud percentage consistent with this Agreement but doesn't warrant the Products must be free of fault and errors in Your applications, or meet Your plan. SPACEWILL does not make other warranties apart from Article 4.1 and 4.2.
- 4.3 SPACEWILL will, at its own expense and as its sole obligation, replace any defective media reported by You and accepted by SPACEWILL. A request for the replacement shall be notified by You to SPACEWILL within seven (7) days after you receive the Raw Satellite Imagery, otherwise SPACEWILL will deem your acceptance of the Product and will not assume any liability hereof.
- 4.4 In no event will SPACEWILL or its staff in connection with development and (or) production and (or) delivery of the Raw Satellite Imagery be liable for any claim, damage or loss caused or incurred by You, including but not limited to any incidental, consequential, special, exemplary, or indirect damage arising from, or relating to, the EULA or the Product. No law suit shall be raised for this damage.

SPACEWILL or its staff's total cumulative liability in connection with development and (or) production and (or) delivery of the Product, if any, whether in contract or tort or otherwise, will not exceed the amount of fees paid to SPACEWILL for the Raw Satellite Imagery.

5. Additional Terms

- 5.1 This EULA shall commence as of the Effective Date and shall remain in effect for an indefinite period.

SPACEWILL may obtain all the indemnities by means of this EULA or related laws, or terminate immediately upon a written notice to the other Party, if You breach any material obligation under the EULA and fails to cure the breach to the notifying's SPACEWILL's satisfaction. In this condition, You shall not claim for any refund upon the termination of the EULA and return the Product and VAP to SPACEWILL upon the termination.

- 5.2 You cannot transfer its rights and obligations under this EULA, in part or in whole, without the prior written consent of SPACEWILL;
- 5.3 If any provision of this EULA is held to be non-effective, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent under applicable law, and the remaining provisions will continue in full force and effect;
- 5.4 This EULA will be governed and interpreted by the laws of the People's Republic of China. All disputes arising out of or in connection with this EULA shall be finally settled in Beijing law court, PRC.

Your Company Name:

Signed by: _____ Date: _____