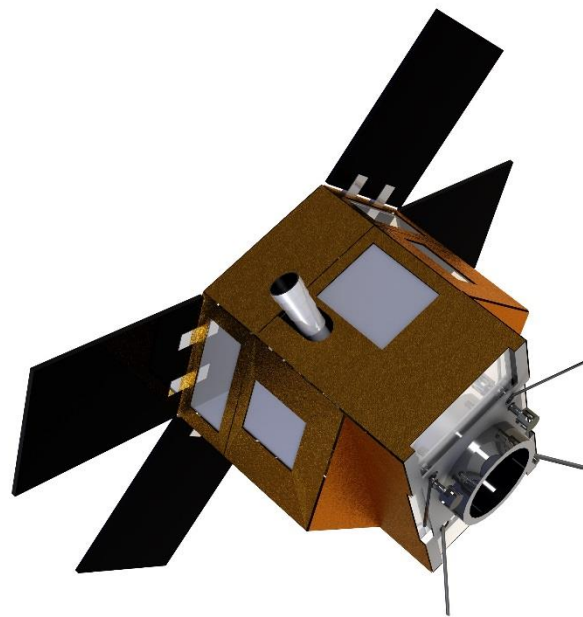


Annex C



TeLEOS-1 Imagery Products Order Form

Apr 2016

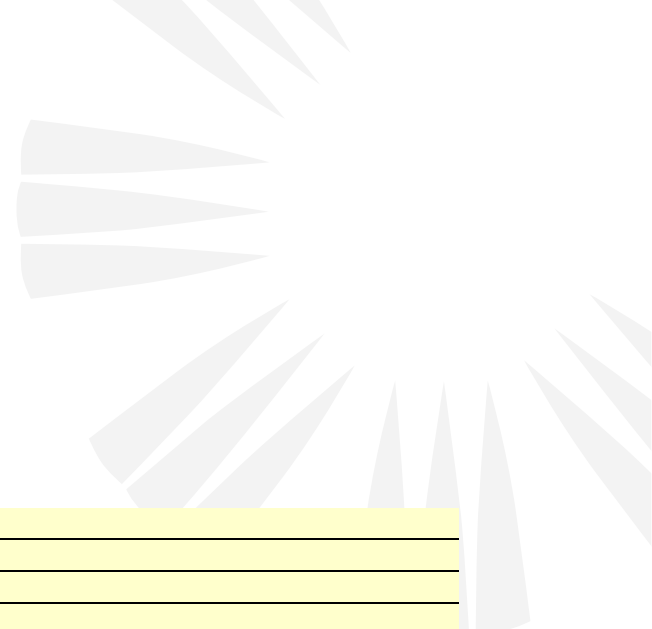
ST Electronics (Satcom & Sensor Systems) Pte Ltd
1 Ang Mo Kio Electronics Park Road
#06-02 ST Engineering Hub
Singapore 567710



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Reseller / End User Information

Billing Info

Company	
Contact Name	
Designation	
Address	
Email	
Phone No	
Fax No	

Shipping Info Same as Billing Info

Company	
Contact Name	
Designation	
Address	
Email	
Phone No	
Fax No	

General Order Information

Order Type	Select an Order Type
Delivery Media	Select type of Delivery Media
Delivery Option	<input type="checkbox"/> Standard (3 Working Days) <input type="checkbox"/> Rush (1 Working Day)
Application	Select Field of Application
Others	

* Delivery Media types such as DVD, Thumbdrive or Hard Disk will incur additional cost.

Archive Order Information

Archive Order – Min. Order Size 100 km²

Scene ID	
Location, Country	
Order Size	
Processing Level	<input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2

Scene ID	
Location, Country	
Order Size	
Processing Level	<input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2

Additional Description	
------------------------	--



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New Tasking Order Information

New Tasking Order - Min. Order Size 100 km²

Processing Level Level 1 Level 2

Tasking Option

Specific Date*

* Only for Assured Tasking.

Area of Interest

Location, Country

AOI Attachment

Attachment Name

Point

Shapefile KMZ/KML

Centre Latitude:

Centre Longitude:

Rectangle

UL Latitude:

UL Longitude:

LR Latitude:

LR Longitude:

Additional Description

Licensing Information

Licensing Type

Standard (1~5 users)

Work Group (6~10 users)

Enterprise (11~25 users)

Enterprise Plus (26+ users)

Educational

Issued By

Date

Signature

END USER LICENCE AGREEMENT

Non Exclusive Licence to use TeLEOS-1 Products

The End-User accepts and agrees to be bound by the terms of this End-User Licence Agreement (“EULA”) by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of the Products; (b) breaking the seal on the package containing the Products; (c) downloading or installing or manipulating the Products on any computer; (d) paying in whole or in part for the Products; (e) making available any Value Added Products and/or Derivative Works; (f) damaging or destroying the Products; (g) retaining the Products for more than 7 days following receipt thereof. This EULA is entered into by and between the End-User and ST Electronics (Satcom & Sensor Systems) Pte Ltd (hereinafter referred to as “SatComS”).

Article 1 - Definition

“**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 Products and accepts this EULA. When the Products are supplied to a government entity (civil agency, public department, etc), the End-User shall be deemed to be only such part of the government entity as located at the address to which the Products are supplied, except upon SatComS prior agreement in writing.

“**Products**” is a collective term for Data, and any TeLEOS-1 image product or service as listed in TeLEOS-1 Product List and Discounts.

“**Value Added Products**” means any derived Product, 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.

“**Derivative Works**” means any works or information derived and developed by the End-User from the Products, which does not contain any imagery data from the Products and is uncoupled from the source imagery data of the Products.

“**Extract**” means a copy of imagery made from the Products or Value Added Products or Derivative Works, which is of a smaller area than the original total area and/or of a lower resolution and quality for the purpose of marketing and promotion.

Article 2 - Licence

2.1 Permitted Uses

The End-User is hereby granted by SatComS a limited, non-exclusive, non-transferable, licence:

- (a) to install the Products 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 (f) below) for the Permitted Uses specified in this Article 2.1;
- (b) to use the Products for its own internal needs;
- (c) to alter or modify the Products to produce Value Added Products and/or Derivative Works;
- (d) to use any Value Added Products for its own internal needs;
- (e) to make the Products and/or any Value Added Products available 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 Products and Value Added Products to End-User, and to keep no copy thereof, upon completion of the contracting or consulting engagement. The End-User has to inform SatComS in advance about such contractors and consultants;
- (f) to post one Extract on an Internet site, in an Internet-compatible image format (without associated metadata), with the following credit conspicuously displayed and written in full: “© ST Electronics (Satcom & Sensor Systems) Pte Ltd ____ (year of Production). All rights reserved” for TeLEOS-1 satellite imagery;

The posting of such Extract shall be used for End-User’s promotion purposes only, and may in no event allow downloading of the Extract posted or allow a third party to access the Products or Value Added Products as a standalone file, nor be used to distribute, sell, assign, dispose of, lease, sub licence or transfer such Extract. Prior to any posting, the End-User shall inform SatComS by email to Sales@agilspace.com, specifying the URL used by End-User;

- (g) to print one Extract, and to distribute such print for promotion purposes only. Such print shall include the following credit conspicuously displayed and written in full: “© ST Electronics (Satcom & Sensor Systems) Pte Ltd ____ (year of Production). All rights reserved” for TeLEOS-1 satellite imagery;

(h) to distribute Derivative Works.

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

2.2 Prohibited Uses

The End-User recognises and agrees that the Products are and shall remain the property of SatComS, and contain proprietary information of SatComS and thus are provided to the End-User on a confidential basis.

The End-User shall guarantee that any contractor or consultant engaged as per the provisions of Article 2.1(e) not to do any of the following:

- (a) Sell, rent or lease any Products or Value Added Products;
- (b) Alter or remove any copyright notice or proprietary legend contained in or on the Products;
- (c) Use the Products or an Extracts in the framework of competitive analysis (such as benchmarking); or do anything not expressly permitted under Article 2.1.

Article 3 - Intellectual Property Rights

3.1 The satellite imagery Data contained in the Products are the property of SatComS.

3.2 The Products are protected by Singapore and international copyright laws.

Article 4 - Warranty – Liability

4.1 SatComS warrants that it has sufficient ownership rights in the Products to make the Products available to the End-User under the terms hereof.

4.2 The Products are complex; SatComS does not warrant that the Products are free of bugs, errors, defects or omissions, and that operation of the Products will be error-free or uninterrupted nor that all non-conformities can be corrected. It does not warrant that the Products 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 these Products. SatComS disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2. In case the Products delivered directly by SatComS are substantially different from the applicable technical specifications of the Products ordered or from the ordered area of interest or if the medium on which the Products is supplied by SatComS to the End-User is defective, as demonstrated by the End-User and accepted by SatComS, SatComS shall, at its sole discretion and subject to prior return of the Products and all copies thereof to SatComS, either replace the concerned Products or refund the price paid by the End-User for the Products / said medium. Any such claim shall be notified to SatComS within fourteen (14) calendar days after delivery of the Product by STEE-SatComS. After this period, the Products shall be considered as being compliant with the specifications and unconditionally and irrevocably accepted by the End-User.

4.3 In no event shall SatComS, nor anybody having contributed to the development and/or Production and/or delivery of the Products, 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, or inability to use, the Products and shall not be subject to legal action in this respect.

Article 5. No Corruption

5.1 End-User shall;

- a) comply with all applicable laws, rules and regulations relating to anti-corruption and anti-bribery, including those in the jurisdiction where it is incorporated or registered and the jurisdiction where the services will be performed ("the Regulatory Requirements").
- b) not engage in any conduct which would constitute an offence under any of the Regulatory Requirements.
- c) comply with the Anti-Corruption Policy (Annex D) or has its own anti-corruption policy with equivalent or similar standards and will comply therewith.



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5.2 End-User represents and warrants, in relation to the services contemplated under this agreement, that no payments, gifts, transfers of value, favours or other advantages (nor any offer or promise of any of the foregoing) have been made or will be made, directly or indirectly, to any government or public officials, or other persons or organisations: (a) to influence, induce or reward any official action or any performance of a function or activity, whether by that official, person or others, (b) for an improper or illegal purpose or (c) to secure any advantage.

5.3 End-User undertakes to hold SatComS, its representatives, staff and shareholders harmless in respect of all the consequences, in particular, financial consequences, which may fall upon them as a result of any breach or infringement whatsoever of the above undertakings to which he has subscribed and accordingly to exonerate and guarantee them in consequence.

5.4 End-User undertakes to hold any and all legal entities of SatComS and its staff harmless in respect of all the consequences which may fall upon them as a result of any false statement in relation with this Agreement.

Article 6: Miscellaneous

6.1 This EULA shall run for an unlimited term. SatComS 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 hereof. The End-User shall have no claim to any kind of refund in this case. Upon termination, the End-User shall return to SatComS all the Products and Value Added Products.

6.2 The End-User shall not transfer part or all of this EULA unless it has obtained SatComS prior written consent.

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

6.4 This EULA is governed by the laws of Singapore. All disputes shall be referred to the courts of Singapore.

Signed by End User

(Name & Signature)

(Appointment)

(Organization)

(Date)