ANNEX I

GENERAL CONDITIONS FOR THE PROVISION OF COSMO-SkyMed PRODUCTS

Definitions		
Agreement	The agreement signed by ASI and the User which entails the use of COSMO-SkyMed Products	
Contractors and Consultants	Natural and legal persons, other than the User and/or the Affiliated Users, the User intends to avail itself of, for the use of the PRODUCT in order to carry out the activities as specified in the Project Form (Annex III).	
Original PRODUCT	Hereinafter also referred to as the "PRODUCT", Level 0, Standard (1 A, 1 B, 1 C, 1 D) or Higher-Level COSMO-SkyMed System Product, made available to the User under the terms of the present General Conditions in HDF5, JPEG, GEOTIFF, HTML format.	
Ancillary Data	Technical information related to the COSMO SkyMed system, included in the Original PRODUCT.	
Derived Product	Product generated elaborating an original or a protected Product by any method which introduces significant and irreversible modifications to the original PRODUCT so that the initial characteristics of the PRODUCT are no longer identifiable either in whole or in part.	
Protected Product	Product generated from a Standard or Higher-Level PRODUCT, where the initial characteristics of the PRODUCT are still identifiable either in whole or in part. Copies of the Protected Product and/or parts of it on whatever support (paper printing, etc.) are Protected Products.	
Purposes of Use	PRODUCT utilization activities as specified under the terms and conditions of the agreement signed with ASI and in the Project Form (Annex III). In case of multiple use of the PRODUCT, they correspond to the specific Joint Project within whose framework the shared use of the PRODUCT by the User and any Affiliated Users has been authorised by ASI.	
User The natural or legal person receiving and using the PRODUCT, in compliance terms specified in these General Conditions, and thus becoming the Licence (attached hereto as Annex II) holder.		
Affiliated User The natural or legal person who shares the use of the PRODUCT with the Us a Joint Project as specified in the Project Form (attached hereto as Anne authorised by ASI.		
Use	The term "Use" includes but it is not limited to: installation, visualisation, copying, processing, printing, via web transmitting/receiving, storing of the PRODUCT in computers or in other User devices.	
Joint Project	Specific project which entails the PRODUCT joint use by the User and one or more Affiliated Users, which has been authorised by ASI and specified in the Project Form .	

1. <u>Registration of the User</u>

The delivery of the PRODUCTS requires the User registration; to this end, the User must fill in the Project Form (Annex III) providing its own personal data and those relevant to any possible Contractors and Consultants it intends to avail itself of, and those of any possible Affiliated User.

Following the accreditation procedures, the User will be assigned one or more accreditation account. The description of the PRODUCT request in the Project Form implies the User's knowledge of the COSMO-SkyMed PRODUCTS characteristics and the limitation the service may be subject to.

2. General Provisions

ASI shall authorize in writing the involvement of any Contractors and Consultants as well as any Affiliated User in the use of the PRODUCT, as stated by the User in the Project Form or under any other conditions defined by ASI.

The elaboration of Protected and Derived Products, as stated by the User in the Project Form or under any other conditions defined by ASI, must be authorized in writing by the Agency.

In order to guarantee the delivery of the products subject to the present licence, ASI avails itself of the operational support of e-GEOS S.p.A, whose registered office is located in Matera, Località Terlecchie, CAP 75100, Fiscal Code 01032180778, Partita IVA 01032180778, under the terms of a specific agreement.

3. Limitations of Warranty

The COSMO-SkyMed PRODUCTS are complex in nature and the User acknowledges their peculiarity and complexity hereby.

ASI therefore shall in no way guarantee that the PRODUCTS are free from any mistake, anomalies or defects and the User hereby accepts such possibility.

In no case and for no reason whatsoever ASI shall be held liable for any damage, loss of data or whatever else, caused by the above mentioned mistakes, anomalies or defects.

In case the User receives a PRODUCT which is considered as unusable jointly by ASI and the User, ASI commits itself to replace the PRODUCT according to the most suitable technical modalities.

4. <u>Personal Data Protection</u>

The filling in of the Project Form shall require the User to register and provide its own data as well as those of any Contractor or consultant and Affiliated User, as specified in the Project Form. To such aim, the User hereby guarantees that all provided information and personal data are correct, up-to-date and fully detailed. The User commits itself to up-date its personal registration data with the aim keeping them correct, up-dated and complete.

Should the User give false information or not up-to-date or not complete, or should ASI reasonably hold them as such, ASI reserves the right to suspend or disconnect the User's registration account and/or reject any request of Product delivery.

All of the User's personal data shall be electronically archived by ASI and subsequently communicated to e-GEOS S.p.A to allow the necessary supporting activities and stored in conformity with the provisions of the laws in force, and in particular the Legislative Decree no. 196 dated 30th June 2003, which approved the "Personal Data Protection Code". ASI shall be entitled to examine the given information or transfer the same to national securities authorities in conformity with the laws in force also for the purpose of allowing competent public authorities to discharge their functions and meet their obligations under the existing laws and regulations.

The personal data and information supplied by the User may be used for possible promotional purposes concerning the COSMO-SkyMed Products institutional use within the activities specified in the Project Form.

5. Force Majeure

The User hereby acknowledge and accepts that Italian Government or the competent national security authorities reserve the right to prevent the acquisition and/or distribution of COSMO-SkyMed Products.

The User hereby expressly accepts that the delivery of the PRODUCTS may be prevented by such aforementioned inhibiting measures, without any liability incurring for ASI.

The User also hereby acknowledges that COSMO-SkyMed is a "dual" System and that it is subject to constraints (e.g. Ministry of Defence priority, etc.) stemming from such characteristic.

6. Applicable law and Settlement of Disputes

These General Conditions for the COSMO-SkyMed PRODUCTS delivery, the attached Licence to Use and any other circumstances pertaining or relating to them shall be governed by the Italian Law.

The Parties undertake to amicably solve any possible dispute relating to the interpretation and/or implementation of these General Conditions and the attached Licence to use (Annex II).

Any dispute that cannot be amicably solved by the Parties, and any other circumstance pertaining or relating to it shall be referred uniquely to the Court of Rome.

ANNEX II

LICENCE to USE

1. Parties to the Licence

On the one part, the Agenzia Spaziale Italiana ("ASI" – Italian Space Agency), whose registered office is located in Via del Politecnico, s.n.c., 00133 Roma, and on the other part, the User and/or Affiliated Users, hereinafter also referred to as the User,

2. Object of the Licence

The definitions contained in the General Conditions for the provision of the COSMO-SkyMed Products shall be deemed as entirely reproduced, used and applicable to the present Licence to Use.

This Licence to Use confers to the User a non-exclusive right to use the PRODUCT, for the purposes stated in the Project Form (Annex III) under the terms and conditions specified hereinafter.

The User shall guarantee and notify ASI the written acceptance of all Contractors and consultants it intends to avail itself of, concerning the respect of the PRODUCTS limitations to use as specified in this Licence. Contractors and consultants shall not be authorised to keep copies of the PRODUCTS nor to further use the Products once performed their contractual or consultancy activities.

After the PRODUCT delivery, ASI hereby reserves the right to ask at any time information concerning the PRODUCT utilization, ensuring confidentiality of the information provided by the User.

The User shall not disclose, reproduce, transfer or make in any way available to third parties such information or any ancillary data supplied by ASI together with a PRODUCT.

The transfer in whole or in part of this Licence to Use or any of the hereto-related rights, or the granting of sub-licences or similar assignments to third parties is explicitly prohibited without the prior written consent of ASI.

Such prohibition shall apply to any provisions of this Licence towards any third party, under any title or for any reason whatsoever.

3. Intellectual Property Rights

The COSMO–SkyMed System PRODUCTS, object of this Licence to Use, are property of the Government of the Italian Republic. Under Article no. 2 of the Interdepartmental Decree no. 32 dated 1st December 2006, ASI is the owner of the intellectual property rights pertaining to the data stemming from its tasking of the satellites

The PRODUCTS are protected by the Italian and international copyright laws; moreover, raw data acquired by the satellites or anyway present in the archives are protected by the regulations concerning database protection under Directive EU 96/9 dated 11th March 1996, as adopted within the Italian law system by Legislative Decree no. 169 dated 6th May 1999.

The User hereby acknowledges that COSMO-SkyMed® and CSK® are registered trademarks and commits itself to reproduce the trademark as follows: COSMO-SkyMed® and CSK®.

The User hereby acknowledges ASI copyright over the PRODUCTS and commits itself to reproduce the copyright notice irrespective of the supporting device of the PRODUCT, as follows:

"COSMO-SkyMed Product - ©ASI - Agenzia Spaziale Italiana - (year of acquisition). All Rights Reserved"

Within the limits of its own business, the User hereby guarantees the respect of the ASI's intellectual property rights over the PRODUCTS and commits itself to promptly notify in writing to ASI of any unlawful use, including that of third parties, of the supplied PRODUCTS or of the Protected Products processed under the terms of this Licence to Use.

Any infringement and/or violation of ASI's intellectual property rights shall lead to the User's direct and unlimited liability even for the compensation of the highest damage possibly caused to the rights of ASI.

4. <u>Permitted Uses</u>

1. This Licence to Use provides for the sole use of the PRODUCT for the Purposes of Use stated in the Project Form.

2. The PRODUCT may be used by the employees of the User, the Licence Holder, and by those Contractors and consultants it intends to avail itself of for the sole and limited purpose of pursuing the Purposes of Use. Such natural or legal persons shall not to such effect acquire any right of use over the PRODUCT, further to those needed for pursuing the Purposes of Use.

- 3. The User shall be entitled to make a copy of the PRODUCT exclusively:
 - a. to meet the needs relevant to the pursuing of the Purposes of Use;
 - b. for the purpose of preserving the PRODUCT.

4. The PRODUCT may be processed with the aim of generating Protected and Derived Products, in accordance with what stated in the Project Form and as further specified in Articles 6 and 7 below.

5. The User shall be entitled to publish on its own Internet site the PRODUCT or the Protected Product, or to use it in printed form for promotional purposes only, with ASI's prior consent, provided that the format image published or printed has a maximum size of 1024x1024 pixel and with the obligation to mention ASI's copyright over the initial PRODUCT.

5. <u>Prohibited Uses</u>

Any use of the PRODUCT other than those authorised by this Licence to Use shall be prohibited. In particular, the PRODUCTS may not be reproduced, made available, disclosed or distributed to any third party, except for the purposes provided for under Art. 4 and 8 of this Licence or as explicitly authorised by ASI. No use for commercial purposes of the PRODUCT is allowed under the present Licence to Use.

No alteration, modification or deletion of the copyright notice, the trademarks or of any other feature attesting ASI rights on the PRODUCTS is allowed.

Any conduct not in conformity with or in violation of the instructions and directives under this Licence to use or of further and/or different ones given by ASI within the scope of the Agreement, shall cause a direct and unlimited liability of the User also for the compensation of the highest damage in case caused to ASI rights.

6. <u>Protected Products</u>

- 1. The User is hereby entitled to generate Protected Products derived from the PRODUCT for the purposes stated in the Project Form (Annex III).
- 2. The User shall ask for the specific authorisation and agree upon with ASI the terms and conditions for any possible further distribution of the Protected Product.
- 3. The User hereby commits to notify ASI in case of development of a new intellectual property right in the course of the processing of a Protected Product.
- 4. should that be the case, the User and ASI shall agree upon the allocation of the intellectual property rights mentioned in 3) above, as well as upon any future use, including that for commercial purposes.
- If applicable, the User is entitled to attach its own copyright notice on the Protected Product and shall also attach the following notice on the Protected Product:
 Product processed by ... under license from ASI; Original COSMO-SkyMed Product - ©ASI -
- Agenzia Spaziale Italiana (year of acquisition).
 6. The User and ASI shall specifically agree upon the transfer to the Protected Products of any ancillary data supplied by ASI together with a Product.

7. <u>Derived Products</u>

- 1. The User is hereby entitled to process the PRODUCT with the aim of generating Derived Products, upon prior ASI consent, as stated by the User in the Project Form.
- 2. The User hereby commits to notify ASI in case of development of a new intellectual property right in the course of the elaboration of a Derived Products.
- 3. The User is hereby entitled to attach its own copyright notice on the Derived Product and shall also commit to mention the PRODUCT as the origin of the Derived Product.
- 4. The User shall not disclose, duplicate or transfer to the Derived Products the ancillary data supplied by ASI together with a Product.

8. <u>Multiple Use of the PRODUCT by the User and Affiliate Users</u>

The User may be authorised by ASI to share the use of the PRODUCT with third parties, Affiliated Users, in case it is required for the purpose of performing the Joint Project as stated in the Project Form, provided that such Affiliated Users:

- a. provide their own identifying data in compliance with the requirements of the registration procedures as referred to in art.1 above;
- b. accept in writing the terms and conditions provided for by this Licence to Use.

Affiliated Users shall be granted only the utilization right to use necessary for the purpose of the Joint Project performance. Upon the Joint Project completion, the Affiliated Users shall not be entitled to use the PRODUCT anymore, except as otherwise agreed with ASI.

The User itself shall have the right to use the PRODUCT only for the purposes of the Joint Project performance and shall not have any further right whatsoever over the PRODUCT, except as otherwise agreed with ASI.

ASI shall be entitled to immediately terminate this Licence to use in case of infringement of any of its terms by any Affiliated Users, as specified under Article 11 below.

In case of infringement of this Licence to Use by an Affiliated User, ASI reserves the right to authorise the prosecution of the Joint Project by the User and other Affiliated Users.

9. Guarantees and Limits of Liability

The User and any possible Affiliated User shall be responsible for any use (their own use and that of any Contractors and/or consultants) of the PRODUCTS supplied by ASI; ASI is not responsible for the accuracy or suitability of the PRODUCT for any intended use by the user. The User shall therefore not be entitled to present any lawsuit against ASI for any direct or indirect loss and/or damage, connected to the use of the PRODUCTS.

10. <u>Reports, Publications and Participation to conferences</u>

The User shall be authorised to publish the results of the activities specified in the Project Form, covered by the Agreement with ASI and to present the results in national and international conferences, upon previous authorization by ASI.

The User shall mention in any publication relevant to the activities undertaken within the Project carried out using COSMO-SkyMed PRODUCTS the following notice: "*Project carried out using CSK® Products,* © *ASI (Italian Space Agency), delivered under an ASI licence to use*".

11. <u>Right of Termination</u>

- a) ASI is hereby entitled to immediately terminate this Licence to Use in case of infringement of the Agreement with ASI or of any of the terms and conditions herein contained, by the User and/or any Affiliated User and/or Contractor and consultant.
- b) In case of termination of this licence by ASI under a) above, the User and /or any Affiliated User shall in no way be entitled to any right and/or claim whatsoever, nor shall they be otherwise entitled to any compensation by ASI; in such case, they shall return or destroy the PRODUCT and any of its copies and cease to have any utilization right over it.
- c) The User shall be further bound to immediately notify ASI of the names of any Contractor and/or consultant holding the PRODUCT or parts of it and to request them to destroy any copy of the PRODUCT. The User shall be responsible for any action, omission and/or breach committed by its Contractors and/or consultants.

12. <u>Entry into Force, Duration, Amendments</u>

This Licence to use shall enter into force on the date of its signature by ASI and the user and shall remain in force for an unlimited period of time, unless its termination by ASI as per Article 11 above. This licence to use may be amended only upon agreement in writing between the Parties.

Date

Date

For the User

For ASI

COSMO-SkyMed Mission Director Alessandro COLETTA

ANNEX 3

PROJECT FORM

INTRODUCTION

The main goal of the Project Form is to provide an explicit and detailed description of the needs of the User who signed the specific Agreement with ASI and is proposing the present project.

The User's needs must be made explicit in terms both of activity purposes requiring the use of COSMO-SkyMed data takes acquisition and typology/volume of required products (tasking from new programming/production from archived data) to allow the necessary feasibility analysis be performed by the System operational chain.

The following fields are included in the Project form:

- PROJECT TITLE
- PROJECT TIME PERIOD
- AREA(S) OF INTEREST
- PRIMARY APPLICATION DOMAIN AND UTILIZATION SCOPES
- EXEC UTIVE SUMMARY (PROJECT DESCRIPTION)
- END USER INFORMATION (PROJECT RESPONSIBLE)
- PROJECT TEAM:
 - USERS
 - AFFILIATED USERS
 - CONTRACTORS/CONSULTANTS
- PLANNING OF THE ACTIVITIES (Optional)
- PROJECT REQUEST DETAILS
- ANNEXES (If considered necessary by the User himself)

Should you have any problem in filling/submitting the Project Form, please don't hesitate to contact us:

ASI Viale del Politecnico, s.n.c. 00133 Roma - Italy e-mail gmu_csk.help@asi.it

PROJECT TITLE

Please insert the title of the project

PROJECT TIME PERIOD

AREA(S) OF INTEREST

Please insert name and geographic coordinates (lat, lon of area centre and radius, or lat, lon of box corners) of each area of interest. We suggest you to insert or attach an image showing each area marked on a map.

PRIMARY APPLICATION DOMAIN AND UTILIZATION SCOPES

Please specify project primary application and project goal For example:

Landslides, Floods, Drought, Water pollution, Fires, Seismology, Volcanology, Coastal processes, Precipitation, Topographic mapping, Land user/cover mapping, Agriculture, Forestry, Hydrology, Geology, Ocean and ice, Archaeology, Interferometry, Persistent Scatterers, Subsidence, Geo Hazard - Risk Management, Marine & Coastal Environment, etc.;

EXECUTIVE SUMMARY (PROJECT DESCRIPTION) (1 out of 3)

Detailed description of the Project, with specific reference to activities requiring the use of the COSMO-SkyMed System: goals, methods, activities, detailed needs for requiring a specific amount of COSMO-SkyMed products, possible processing of Protected and Derived Products, etc.

EXECUTIVE SUMMARY (PROJECT DESCRIPTION) (2 out of 3)

EXECUTIVE SUMMARY (PROJECT DESCRIPTION) (3 out of 3)

END USER INFORMATION (PROJECT RESPONSIBLE)

Fill in with the END USER INFORMATION (PROJECT RESPONSIBLE)

The PROJECT RESPONSIBLE shall be the PROJECT CONTACT POINT with ASI.

All the official communications relevant to the Project shall be sent by ASI to the PROJECT RESPONSIBLE.

Name	
Surname	
Address	
Code	
City	
State/Province	ex. Rome
Country	
Telephone	
Fax	
Mobile	11
e-mail address	
Company	
TAX ID	<i>II</i>
VAT ID	<i>II</i>

Date

Signature for form table

I've read and accepted the "GENERAL CONDITIONS FOR THE PROVISION OF COSMO-SkyMed PRODUCTS" (Annex I) and the "LICENCE to USE" (Annex II)

PROJECT TEAM

<u>USERS</u>

The following form table must be filled in for any User. Please, fill in more copies if necessary.

Name	
Surname	
Address	
Code	
City	
State/Province	
Country	
Telephone	
Fax	
Mobile	<i>II</i>
e-mail address	
Company	
TAX ID	<i>II</i>
VAT ID	<i>II</i>

Date

Signature for form table

I've read and accepted the "GENERAL CONDITIONS FOR THE PROVISION OF COSMO-SkyMed PRODUCTS" (Annex I) and the "LICENCE to USE" (Annex II)

<u>USERS</u>

The following form table must be filled in for any User. Please, fill more copies if necessary.

Name	
Surname	
Address	
Code	
City	
State/Province	
Country	
Telephone	
Fax	
Mobile	
e-mail address	
Company	
TAX ID	<i>II</i>
VAT ID	<i>II</i>

Date

Signature for form table

I've read and accepted the "GENERAL CONDITIONS FOR THE PROVISION OF COSMO-SkyMed PRODUCTS" (Annex I) and the "LICENCE to USE" (Annex II)

AFFILIATED USERS

The following form table must be filled in for any Affiliated User. Please, fill more copies if necessary.

Name	
Surname	
Address	
Code	
City	
State/Province	
Country	
Telephone	
Fax	
Mobile	
e-mail address	
Company	
TAX ID	
VAT ID	

Date

Signature for form table

I've read and accepted the "GENERAL CONDITIONS FOR THE PROVISION OF COSMO-SkyMed PRODUCTS" (Annex I) and the "LICENCE to USE" (Annex II)

AFFILIATED USERS

The following form table must be filled in for any Affiliated User. Please, fill more copies if necessary.

Name	
Surname	
Address	
Code	
City	
State/Province	
Country	
Telephone	
Fax	
Mobile	
e-mail address	
Company	
TAX ID	<i>II</i>
VAT ID	//

Date

Signature for form table

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AFFILIATED USERS

The following form table must be filled in for any Affiliated User. Please, fill more copies if necessary.

Name	
Surname	
Address	
Code	
City	
State/Province	
Country	
Telephone	
Fax	
Mobile	
e-mail address	
Company	
TAX ID	
VAT ID	

Date

Signature for form table

I've read and accepted the "GENERAL CONDITIONS FOR THE PROVISION OF COSMO-SkyMed PRODUCTS" (Annex I) and the "LICENCE to USE" (Annex II)

CONTRACTORS / CONSULTANTS

The following form table must be filled in for any Contracor / Consultant. Please, fill more copies if necessary.

Name	
Surname	
Address	
Code	
City	
State/Province	
Country	
Telephone	
Fax	
Mobile	
e-mail address	
Company	
TAX ID	//
VAT ID	//

Date

Signature for form table

I've read and accepted the "GENERAL CONDITIONS FOR THE PROVISION OF COSMO-SkyMed PRODUCTS" (Annex I) and the "LICENCE to USE" (Annex II)

PLANNING OF THE ACTIVITIES (OPTIONAL FORM)

TEXT

PROJECT REQUEST DETAILS

Please fill the following table for each area of interest (AOI) .

Approximate number of product	Product type New Acquisition (Tasking), Archive (Production)	Acquisition mode SPOTLIGHT 2, STRIPMAP HIMAGE, SCANSAR (WIDE region), SCANSAR (HUGE region), STRIPMAP (PINGPONG)	Processing level	Monthly granularity Request distribution in the period of interest (only for new acquisition)
Note.				

ANNEXES

File name & brief description on annexes content, if any.

ANNEX 4

AMOUNT DUE FOR THE PROVISION OF COSMO-SKYMED PRODUCTS AND PAYMENT MODALITIES

Economic conditions for the provision of COSMO-SkyMed Products are specified in the following Table:

RANGE	TYPOLOGY	TASKING	PROCESSING FROM ARCHIVE DATA	
RANGE		(NEW ROGRAMMING)	< 6 months	> 6 months
Α	up to 50 products	 € 100,00.= for any SCANSAR /STRIPMAP product. € 200,00.= for any SPOTLIGHT product. 	€100,00 .= for any kind of product	€ 50,00.= for any kind of product
В	between 51 and 100 products	 € 340,00.= for any SCANSAR /STRIPMAP product. € 680,00.= for any SPOTLIGHT product. 	€100,00.= for any kind of product	€ 50,00 .= for any kind of product
С	> 100 products	 € 430,00.= for any SCANSAR /STRIPMAP product. € 860,00.= for any SPOTLIGHT product. 	€100,00.= for any kind of product	€ 50,00 .= for any kind of product

ASI shall proceed to cash in the amounts due on the competent fiscal year and indicate to the counterpart on the relevant invoice the payment modalities and conditions.