PRODUCTOS SAOCOM



License to Use Agreement for the institutional use of images and/or products of the SAOCOM 1A and 1B satellites in the framework of the Memorandum of Understanding (MoU) signed by the Parties: the "COMISIÓN NACIONAL DE ACTIVIDADES ESPACIALES (CONAE) and the AGENZIA SPAZIALE ITALIANA (ASI)" in 2005, as amended, concerning the development of the Italo-argentine satellite system for emergency management (SIASGE –Sistema Ítalo-argentino satelital para gestión de emergencias) and the associated applications.

I. Introduction. Parties to the License Agreement

- 1. This End User License Agreement ("the License"), is the agreement that governs the conditions of use of all the SAOCOM Products originated in the SAOCOM 1A and 1B SATELLITES, and regulates the relationship between the ASI as the End User (LICENSEE) with registered offices at Via del Politecnico s.n.c. 00133 Roma Italy, who signs this License, and CONAE (LICENSOR), with registered offices at Av Paseo Colón 751, Ciudad Autónoma de Buenos Aires, Argentina. This is a limited, non-exclusive, and non-transferable License to Use in the framework of the SIASGE Memorandum of Understanding signed by the Parties.
- The End User shall be deemed to have accepted and agreed to abide by the terms and conditions of this License upon its signature, and prior to the SAOCOM Products being delivered to the End User.

II. Definitions

"SIASGE Memorandum of Understanding": Is the cooperation agreement signed between CONAE and ASI on July 7th, 2005, as amended.

"Contractors and Consultants": Natural and/or legal persons, other than the End User and the Affiliated Users, who will use the ORIGINAL PRODUCT or the PROTECTED PRODUCT to perform only the activities entrusted by and for the End User under the conditions established in this License of Use prior to having accepted it accordingly. Contractors and Consultants may not retain the ORIGINAL PRODUCT or PROTECTED PRODUCTS or copies thereof after completion of the project entrusted to them by the End User.

"Ancillary Data": Subset of technical data related to the SAOCOM system that are added to the SAOCOM Product.

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- The User hereby commits to notify CONAE in case of development of a new intellectual property right in the course of the processing of a Protected Product.
- 5. Should that be the case, the User and CONAE shall agree upon the allocation of the intellectual property rights mentioned 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:

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 The User and CONAE shall specifically agree upon the transfer to the Protected Products of any ancillary data supplied by CONAE together with a Product.

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 the SAOCOM Products and will entail the direct
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 - provide the identification data in accordance with the requirements of the registration procedures,
 - accept and subscribe in writing the conditions of use prescribed in this License.
- Affiliated Users shall have the right to use SAOCOM Products only for the purpose of the performance of the Joint Project. Once the same is finished, the Affiliated Users will not have the right to continue with the Use of the SAOCOM Products, nor to keep it, nor to keep copies of it, unless otherwise agreed with CONAE.
- 3. CONAE shall have the right to terminate this License immediately in the event of breach of any of the clauses by the Affiliated Users, as specified therein, and to request the immediate return of the SAOCOM Products. Any conduct not in conformity with or in violation of the instructions and directives under this License to use or of further and/or different ones given by CONAE within the scope of the MoU, shall cause a direct liability of the User and or the affiliated also for the compensation of the damage in case caused to CONAE's rights.

4. Notwithstanding the previous paragraph, in case of infringement of this License to Use by an Affiliated User, CONAE reserves the right to authorize the prosecution of the Joint Project by the User and other Affiliated Users

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

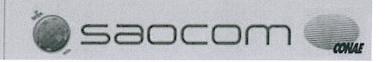
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- The End User and any potential Affiliated User, Consultant or Contractor shall be liable for the use they give to SAOCOM Products supplied by CONAE;
- The End User shall be responsible for its own use and that of its Contractors, Consultants and Affiliates.
- 4. The SAOCOM Product is delivered "as is", therefore, CONAE does not assume nor will be responsible for the accuracy or suitability of the SAOCOM Products that the User has had or may have in view with the use thereof, or with any present or future expectation that the User may have with respect to the acquisition, application and/or functionality of the SAOCOM Product, and this may not give rise to a claim of any kind.
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XI. Governing law and settlement of disputes

 This End User License and any other circumstance related to it shall be governed by the Laws of the Argentine Republic,





 The Parties undertake to amicably solve any possible dispute relating to the interpretation and/or implementation of this Licence to use. In the event that a dispute cannot be amicably solved by the Parties, art. 21 of the SIASGE MoU shall apply.

XII. Right of Termination

- CONAE hereby has the right to terminate this License immediately in case of breach of any of the clauses and conditions contained herein by the End User, its Affiliates and Contractors and Consultants.
- In the event that CONAE terminates this License in accordance with the foregoing paragraph, the User shall have no right to any claim; in such case, the User shall return the SAOCOM Product(s) and any copies thereof, and shall no longer have any right of use over it.

XIII. Entry into Force. Duration

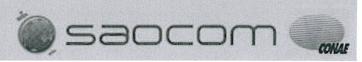
- This License shall come into force on the date of signature by the End User or, and shall remain in force until it is superseded by the licese that is agreed in the framework of the SIASGE DP&RS signed by the Parties unless terminated by CONAE pursuant to the foregoing Section XII above.
- Notwithstanding the expiration or termination of this License, the provisions relating to Intellectual Property Rights shall apply for the entire term provided by intellectual property laws.
- 3. The Licence to Use may be amended only upon agreement in writing between CONAE and the User.

	LICENSEE (End User)
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PLACE DATE

2'6 FEB. 2020





Annex

List of ASI's Affiliated Users or Contractors and Consultants under the License to Use of SAOCOM

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