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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.
2. 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.

"ORIGINAL SAOCOM PRODUCT and/or "SAOCOM PRODUCT": Indistinctly means any Product generated from Raw Data from the SAOCOM 1 satellites, generated by CONAE with its metadata. They can be classified as Level 1 (Standard Product 1 A, 1 B, 1 C, 1 D), Level 2 or Higher-Level. Level 2 or Higher Level products shall be considered Original SAOCOM Products, regardless of whether it still contains identifiable initial characteristics of the Level 0 or 1 products used by CONAE to process and generate them. In this sense, the Products under this category (Level 2 or Higher Level) such as the "Soil Moisture Map", the "Ships

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"User" or "End User": The Italian Space Agency (ASI Agenzia Spaziale Italiana) who has the right to use the Products for the Purposes of the MOU

"Affiliated User": Natural or legal person who shares the use of the ORIGINAL SAOCOM PRODUCT or the PROTECTED PRODUCT with the End User within a Joint Project, based on the clauses and conditions established in this License, which must be accepted accordingly.

III. Permitted Uses

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1. The SAOCOM 1A and 1B satellites have been developed by the NATIONAL COMMISSION FOR SPACE ACTIVITIES (CONAE) of the Argentine Republic, in accordance with the competences derived from Decree PEN N° 995/91 ratified by Law 11.672 (t.o. Decree N° 1.110/05), within the framework of the National Space Programme (Decreets PEN N° 1330/99 and 532/2005 and concordant).
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 - a. provide the identification data in accordance with the requirements of the registration procedures,
 - b. accept and subscribe in writing the conditions of use prescribed in this License.
2. 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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2. 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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3. 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

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



2. 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

1. 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.
2. 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

1. 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 license 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.
2. 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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Country	Italy
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Signature	

PLACE DATE **26 FEB. 2020**



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

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