



SAOCOM over ASI Zone of Exclusivity

Release of Liability Declaration  
Issue 1.0 Date 13/07/2021

## RELEASE OF LIABILITY DECLARATION

with registered offices in

duly represented by its legal representative

(hereinafter referred to as “the Declarant” and/or “Affiliated User”)

WHEREAS the Comision Nacional de Actividades Espaciales (CONAE) and Agenzia Spaziale Italiana (ASI), within the framework of the SIASGE (Sistema Italo-Argentino de Satelites para la Gestion de Emergencis) Memorandum of Understanding, concluded in 2005 as amended, signed in 2020 the License to Use Agreement (the “SAOCOM License to Use Agreement”), concerning the institutional use of images and/or Products of the SAOCOM 1A and 1B satellites, and regulating the relationship between ASI as the End User (Licensee) and CONAE (Licensor), a copy of which is attached to this declaration as a SAOCOM Data Package (consisting of: ASI-CONAE SAOCOM License to Use Agreement; SAOCOM PRIVACY POLICY; Membership Request form),

WHEREAS art. II of the SAOCOM License to Use foresees the possibility – for users other than the Licensee – to become affiliated to the Licensee and hence to share with him the use of the SAOCOM products,

WHEREAS the Declarant has electronically submitted a Membership Request which includes the

(the “Joint Project”), that entails the joint use of the SAOCOM Products, under the terms of the SAOCOM License to Use Agreement,

WHEREAS the approval of the Membership Request implies the approval and implicit subscription of the “Joint Project” by the Licensee,

WHEREAS the Declarant is therefore requesting to become an Affiliated User of the Licensee under the terms of the SAOCOM License to Use Agreement,

### **HEREBY, by signing the present document, DECLARES**

1. to accept and subscribe the terms and conditions of the SAOCOM License to Use Agreement, pursuant to Article VIII, par. 1, let. b);

2. pursuant to Article X, par. 1 and 3, of the SAOCOM License to Use Agreement, to be liable and responsible for the use of the SAOCOM Products within the Join Project as described in the Membership Request;
3. to acknowledge and accept, pursuant to Article XII, par. 1 of the SAOCOM License to Use Agreement, the right of CONAE to terminate the SAOCOM License to Use Agreement immediately in case of breach of any of the clauses and conditions contained therein by the Affiliated User and/or the End User, and, accordingly, the right of ASI to terminate the Joint Project;
4. to indemnify and hold harmless ASI from and against any claims or liabilities connected to the possible misuse of the SAOCOM Products;
5. to entitle ASI to claim the full compensation for the amount due for any damages and harms, including those relevant to any legal fees or expenses, it could have sustained as a consequence of the Declarant's breach or alleged breach of the terms of the SAOCOM License to Use Agreement.

The foregoing does not constitute an admission by the Declarant that any such breach or damage has occurred.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized legal representative.

Place and date of signature

Electronic qualified signature  
of Declarant's Legal Representative