



END USER LICENSE AGREEMENT



Non-Exclusive License to Use KOMPSAT-2 and/or KOMPSAT-3 and/or KOMPSAT-5 Products between KARI and the END-USER.

The END-USER accepts and agrees to be bound by the terms of this End-User License Agreement ("EULA") by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of the PRODUCT; (b) breaking the seal on the package containing the PRODUCT; (c) downloading and/or installing and/or manipulating the PRODUCT on any computer; (d) making available any DERIVATIVE WORKS; (e) damaging or destroying the PRODUCT; (f) retaining the PRODUCT for more than 7 days following receipt thereof.

Article 1 – Definitions

"DERIVATIVE WORKS": means any derivative product or information developed by the END-USER from the PRODUCT, which does not contain any imagery data from the PRODUCT and is irreversible and uncoupled from the source imagery data of the PRODUCT.

"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 PRODUCT and accepts this EULA. When the PRODUCT is supplied to a public entity (civil agency, public department, ...), the END-USER shall be deemed to be only such part of the public entity as located at the address to which the PRODUCT is supplied, except upon KARI prior agreement in writing.

"PRODUCT": means the KOMPSAT-2, -3 & -5 product(s) supplied by Satrec Initiative to the END-USER.

"VAP": means any product developed by the END-USER, 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.

Article 2 – License

2.1 Permitted Uses

The END-USER is hereby granted by KARI a limited, non-exclusive, non transferable license:

(a) to install the PRODUCT 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 (g) below) for the Permitted Uses under paragraphs (b) to (i) below;

(b) to make a maximum of ten (10) copies for (I) installation of the PRODUCT as per paragraph (a) above and (II) archiving and back-up purposes;

(c) to use the PRODUCT for its own internal needs;

(d) to alter or modify the PRODUCT to produce VAPs and/or DERIVATIVE WORKS;

(e) to use any VAP for its own internal needs;

(f) to make available the PRODUCT and/or any VAP 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 PRODUCT and VAP to END-USER, and to keep no copy thereof, upon completion of the contracting or consulting engagement;

(g) to post an extract, maximum size 1024 x 1024 pixels, of a PRODUCT or a VAP on an internet site, in a JPEG format, with the following credit conspicuously displayed: "includes material © KARI ____ (year of production), Distribution (Satrec Initiative, Republic of Korea), all rights reserved" written in full. Such posting shall be used for promotion purposes only, and may in no event allow downloading of the extract posted, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer such extract. Prior to any posting, the END-USER shall inform KARI, specifying the URL address used by END-USER: kocust@kari.re.kr;

(h) to print any extract, maximum size 1024 x 1024 pixels, of a PRODUCT or a VAP, and to distribute such print for promotion purposes only. Such print shall include the following credit conspicuously displayed: "includes material © KARI ____ (year of production), Distribution (Satrec Initiative, Republic of Korea), all rights reserved" written in full;

(i) to distribute DERIVATIVE WORKS.

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

2.2 Prohibited Uses

The END-USER recognizes and agrees that the PRODUCT is and shall remain the property of KARI, and contains proprietary information of KARI and thus is provided to the END-USER on a confidential basis.

