

GENERAL SUPPLY CONDITIONS OF SATELLITE IMAGERY PRODUCTS

1-DEFINITIONS

- 1.1 AIRBUS DS:** shall mean Airbus DS Geo Inc.
- 1.2 CATALOGUE:** shall mean the catalogue of existing PRODUCTS referenced and available at AIRBUS DS or at its licensor.
- 1.3 CLIENT:** shall mean either the person acting in his own name or the legal entity which orders or intends to order one or more PRODUCTS from AIRBUS DS within the context of its professional activity. When the PRODUCT is supplied to a government entity (civil agency, public department, ministry...), the CLIENT shall be deemed to be only such part of the government entity as located at the address to which the PRODUCT is supplied.

2 -GENERAL PROVISIONS

Except in case of AIRBUS DS's prior written agreement, all the supplies of any PRODUCT shall be governed by these General Supply Conditions, the terms and conditions of the GSA Multiple Award Schedule (MAS) Contract into which the Conditions have been incorporated, and the appropriate EULA (the present General Supply Conditions and the applicable EULA being jointly referred as the "Conditions"). In case of any conflict between any EULA and the present General Supply Conditions, the provisions of the EULA shall prevail.

The CLIENT accepts and agrees to be bound by the terms of these Conditions upon acceptance of the Task or Delivery Order, in writing, by a duly warranted U.S. Government Contracting Officer.

If a particular agreement concluded with a CLIENT expressly derogates from the Conditions, the other provisions of the Conditions shall remain applicable.

3 -PURCHASE ORDERS

A purchase order can be validly issued by electronic mail or in paper form (model available on: www.geo-airbusds.com/geostore/) duly filled in.

3.1 – PRODUCTS referenced in a CATALOGUE

Upon receipt of an order for PRODUCTS, the GSA MAS Contractor, on behalf of AIRBUS DS, shall send to the CLIENT an acknowledgement of receipt mentioning all the order data as acceptable to AIRBUS DS.

3.2– PRODUCTS not referenced in a CATALOGUE

Upon receipt of an order for PRODUCTS, AIRBUS DS shall send to the CLIENT a proposal describing the appropriate satellite programming conditions. The CLIENT shall confirm in writing his acceptance or refusal of this proposal within the deadlines indicated. The acceptance of AIRBUS DS' proposal shall imply the express adherence by the CLIENT to these Conditions, and shall irrevocably bind him to purchase all the PRODUCTS obtained in compliance with the accepted proposal.

Upon the CLIENT's acceptance of AIRBUS DS's proposal, AIRBUS DS shall use reasonable efforts to obtain programming of the satellite. Such efforts shall be AIRBUS DS's sole obligation under the order.

The CLIENT shall not be entitled to claim any indemnity or damage in the event the programming request has not been taken into consideration by the satellite operator, or in the event the programming has not been successful. In any case, AIRBUS DS reserves the right to refuse any order it considers not reasonably possible under normal operating conditions.

4 - DELIVERY

4.1 - Should AIRBUS DS, for any reason, be unable to deliver any ordered PRODUCT, the CLIENT shall be entitled only to a refund of the price or the undelivered part of the order, without any indemnity, penalty or damages of any nature whatsoever.

4.2 –The PRODUCTS can be delivered on-line. The on-line delivery service is free of charge. Upon written request by the CLIENT, the GSA MAS Contractor, acting on behalf of AIRBUS DS, may agree on the additional delivery of the PRODUCTS by the physical sending of a CD or DVD or other electronic medium for an additional charge which the GSA MAS Contractor shall invoice CLIENT

On-line delivery: after registration at AIRBUS DS, an electronic message shall be sent automatically to the CLIENT to inform him about the availability of the ordered PRODUCTS and about the deadline within which he must download his ordered PRODUCTS. Unless otherwise indicated the CLIENT shall then have a deadline of ten (10) days, starting from the said electronic message, to download the ordered PRODUCT. Should the CLIENT not download the ordered PRODUCTS within the time allowed, AIRBUS DS shall upon his request place the available ordered PRODUCT back on the delivery server at an additional cost of two hundred (200) dollars for management costs which the GSA MAS Contractor shall invoice CLIENT. If the CLIENT should be unable to download the ordered PRODUCT, AIRBUS DS shall send him, upon his request, and at his own costs, the said PRODUCT on CD or DVD, as the case may be.

5 – PRICES

5.1 - Prices applicable for any PRODUCT are those defined in the AIRBUS DS Price List available at the following web address: www.geo-airbusds.com/en/122-price-lists or the GSA MAS Contractor's Schedule Pricelist, as applicable. Such prices "Ex-Works" (I.C.C. Incoterms 2010), are exclusive of taxes, and include standard packing.

5.2 - the risks pertaining to the PRODUCTS shall be transferred to the CLIENT as from the placing of the PRODUCTS on the delivery server (as confirmed automatically by the electronic message referred in Article 4.2 above); in the case of a supply on physical medium for open market orders, the risk related to the medium shall be transferred as from the placing of the PRODUCT at the disposal of the first carrier.

5.3 – In all cases; the customs charges and taxes shall be borne exclusively by the CLIENT. Should the CLIENT have given AIRBUS DS the mandate to negotiate and to sign in its name the PRODUCT transport contract, the CLIENT shall take care of all the risks linked to the transportation; therefore, should the case arise, the CLIENT shall make the standard disclaimers before the carrier within the legal deadlines.

6 - PAYMENT

6.1 - All AIRBUS DS invoices are payable without discounts or reductions. Payment accepted shall be defined in the acknowledgement of receipt of the order. Unless otherwise stated, the payment must be made by transfer at the latest thirty (30) days after the PRODUCTS are made available. All overdue sums, totally or partially, shall carry, after formal notice to pay addressed in writing to the CLIENT, interest at a rate of 1.5%, (one and a half percent) per month, from the due date until the actual date of payment. Without prejudice to any other action, AIRBUS DS reserves the right to apply one or more of the following provisions:

- to suspend the current orders until complete payment of the price;
- to refuse all future orders;
- to suspend the license of use and/or the right to make added value on the PRODUCTS;
- to claim and obtain the refund of all the costs incurred as the result of the contentious recovery of the sums due, including the legal fees;
- to bring a legal action in order to defend the interests of AIRBUS DS.

In any case, payments may not be suspended, nor form the subject of any compensation, without prior written consent by AIRBUS DS.

6.2 - By express agreement, any payment term not complied with by the CLIENT shall cause ipso facto the cancellation of the payment deadlines which may have been granted upon confirmation of the order. AIRBUS DS shall then be able to claim immediate payment of all outstanding invoices. Concerning the non-delivered quantities, AIRBUS DS shall be able to either claim payment before delivery, or cancel the balance of the order, without prejudice to any other damages.

Notwithstanding the content of this Section 6, CLIENT's payment shall be in accordance with GSAR 552.212-4(a) Inspection/Acceptance, GSAR 552.212-4(i) Payment and the Prompt Payment Act 31 USC 3903.

7 - WARRANTY - LIABILITY

7.1 - The CLIENT defines the characteristics of his needs and ensures the suitability of the PRODUCTS to their satisfaction. AIRBUS DS shall provide no advice or recommendation whatsoever in this respect, and shall under no circumstances be held responsible as regards the suitability of the PRODUCTS concerning any use whatsoever.

7.2 - PRODUCTS are complex. AIRBUS DS does not warrant that PRODUCTS are free of bugs, errors, defects or omissions, and that operation of the PRODUCTS will be error free or uninterrupted nor that all non-conformities will or can be corrected.

AIRBUS DS's warranty for PRODUCTS shall be limited either to the replacement of the defective PRODUCT if available, or to its refund, with the exclusion of any indemnity or damages. Any claim related to the quality and/or quantity of any PRODUCT delivered must, to be admissible, be well-founded and duly formulated by registered mail at the latest seven (7) days after the delivery of the PRODUCTS. No return of any PRODUCTS shall be accepted without prior written and definite consent by AIRBUS DS and its licensor.

7.3 - The warranty does not cover the apparent defects insufficiently indicated upon receipt of the PRODUCT. Defects or deterioration caused by fair wear and tear or by an external accident (erroneous assembly or loading, faulty maintenance, abnormal use etc) or by a modification of the PRODUCT shall not be covered by the warranty.

7.4 - Under no circumstances can AIRBUS DS and/or its licensor be held responsible, on the basis of responsibility arising from the faulty PRODUCTS, for the damages caused to the CLIENT's goods which are useful for his profession. In addition, the CLIENT shall not be able to bring an action against AIRBUS DS and/or its licensor on these grounds.

7.5 - Under no circumstances can AIRBUS DS and/or its licensor be held liable or responsible for the damages caused to the CLIENT, and the CLIENT shall not be able to bring an action against AIRBUS DS and/or its licensor on these grounds. Under no circumstances can AIRBUS DS and/or its licensor be held liable or responsible for all indirect and/or immaterial damages such as loss of profit, loss of production, loss of operation, loss of dates, loss of data or information, loss of a right, interruption of a service provided by a person or possession, and other such losses caused to the CLIENT or to any third party.

7.6 - The financial cumulative liability of AIRBUS DS and/or its licensor is limited, in any case and for whatever reason and/or legal basis, to the price paid by the CLIENT to purchase the concerned PRODUCT.

8 - NON-EXCLUSIVITY

No CLIENT shall be able to claim an exclusive right of use on the PRODUCT.

9 - CONFIDENTIALITY

The CLIENT commits, for a period of five (5) years from the date of issuance of an AIRBUS DS' proposal, to consider confidential all information, of any nature whatsoever, which he may have obtained as a result of or in connection with AIRBUS DS's technical or commercial proposal or of the supply of any PRODUCT. The CLIENT guarantees AIRBUS DS that his personnel and sub-contractor shall comply with and maintain the confidentiality of the said information. The non-respect of the confidentiality clauses linked to this contractual relationship shall lead to its immediate ipso jure termination, which the CLIENT shall be exclusively responsible for.

Notwithstanding the content of this Section 9 and in accordance with GSAR 552.212-4(w)(1)(iv) and GSAR 552.212-4(d) Disputes, the GSA MAS Contractor and AIRBUS DS shall continue to perform while pursuing its right for an alleged breach of the Conditions under the Contract Disputes Act (41 USC Chapter 71) or other applicable Federal statute.

10 - FORCE MAJEURE

AIRBUS DS cannot be considered as failing to meet its contractual obligations if such failure is due to the occurrence of a Force Majeure event. Force Majeure event designates any occurrence beyond the reasonable control of AIRBUS DS, of any nature whatsoever, and in particular all breakdowns or failure of a satellite, or the related ground system, maintenance of the satellite system, natural catastrophes, bad weather, fires, collective work disputes, strikes, sabotage, embargoes, interruptions or delays in the transport or means of communication, war, acts, government agency decision or regulations issued by the French government, by civil or military authorities (including delays in the obtainment of authorizations or licenses of any sort), by the U.N., which may occur as from the date of the order and would prevent its total or partial execution.

11 - TERMINATION CLAUSE

Should whole or part of the price not be paid on the due date, or should any material conditions not be met, the supply of any ordered PRODUCT shall be cancelled ipso jure. In addition, the immediate termination of all orders can be decided and implemented by AIRBUS DS. The advance payments paid on the price of the sales cancelled shall be retained by AIRBUS DS without prejudice to any other dues, costs, interests or damages that the CLIENT may be ordered to pay.

Notwithstanding the content of this Section 9 and in accordance with GSAR 552.212-4(w)(1)(iv) and GSAR 552.212-4(d) Disputes, the GSA MAS Contractor and AIRBUS DS shall continue to perform while pursuing its right for an alleged breach of the Conditions under the Contract Disputes Act (41 USC Chapter 71) or other applicable Federal statute.

12 - JURISDICTION AND APPLICABLE LAW

All controversies between the parties shall be settled in accordance with United States Federal law.

13 – APPLICABLE END-USER LICENSE AGREEMENT

Upon full payment of the PRODUCT, the CLIENT is only granted rights to use the PRODUCT. Any order implies the irrevocable acceptance of such applicable End-User License Agreement. Accordingly, AIRBUS DS or its licensor shall remain the owner of any PRODUCT at all times.

14 - FINAL REGULATIONS

Should AIRBUS DS not take advantage, at any moment, of any one of the regulations of the Conditions, this cannot be interpreted as constituting a renunciation or relinquishment, by AIRBUS DS, of any one of its rights, nor shall it affect the validity of all or part of the Conditions, nor shall it constitute an obstacle to any future action by AIRBUS DS.