

1 - DEFINITIONS

1.1 CATALOGUE: shall mean the catalogue of existing PRODUCTS referenced and available at Spot Image or at its licensor.

1.2 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 Spot Image 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.

1.3 EULA: shall mean the End-User License Agreement applicable to the PRODUCT ordered. Such EULA shall be available at the following web address: www.spotimage.com/licensing.htm.

1.4 PRODUCT: shall mean any satellite imagery product marketed by Spot Image as defined in the Spot Image Price List available at the following web address: www.spotimage.com/prices.htm.

2 - GENERAL PROVISIONS

Except in case of Spot Image prior written agreement, all the supplies of any PRODUCT shall be governed by these General Supply Conditions 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 by doing any of the following: (a) accepting, in whole or in part, a quotation for the supply of a PRODUCT; (b) breaking the seal on the package containing a PRODUCT; (c) downloading and/or installing and/or manipulating a PRODUCT on any computer; (d) paying in whole or in part a PRODUCT; (e) damaging or destroying a PRODUCT; (f) retaining a PRODUCT for more than 7 days following receipt thereof.

The Conditions are deemed irrevocably accepted by the CLIENT. Any clause or condition stating otherwise which appears in any correspondence or any order form addressed by the CLIENT to Spot Image shall be ineffective against Spot Image. 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: <http://www.spotimage.com/ordering.htm>) duly filled in. Notwithstanding any clause to the contrary, issuance of an order implies the irrevocable adherence by the CLIENT to these Conditions. Spot Image reserves the right to accept or refuse any order, at its sole discretion. In any case, Spot Image shall not be bound by any order unless it has been confirmed in writing by Spot Image.

No modification or cancellation of an order of any PRODUCT shall be possible after the issuance of Spot Image's acknowledgement of receipt of the order.

3.1 – PRODUCTS referenced in a CATALOGUE

Upon receipt of an order for PRODUCTS, Spot Image shall send to the CLIENT an acknowledgement of receipt mentioning all the order data as acceptable to Spot Image.

3.2 – PRODUCTS not referenced in a CATALOGUE

Upon receipt of an order for PRODUCTS, Spot Image 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 in the said proposal. The acceptance of Spot Image's 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 Spot Image's proposal, Spot Image shall use reasonable efforts to obtain programming of the satellite. Such efforts shall be Spot Image'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, Spot Image reserves the right to refuse any order it considers not reasonably possible under normal operating conditions.

4 - DELIVERY

4.1 - The terms of delivery proposed by Spot Image in its acknowledgement of order receipt are given for information only and do not bind Spot Image. Any delay in delivery does not authorize the CLIENT to refuse the total or partial delivery of the PRODUCTS order nor to claim any indemnity, penalty or damages whatsoever.

Should Spot Image, 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 and can be accompanied, upon written request by the CLIENT, by the physical sending of a CD or DVD medium. The costs involved in that respect shall be borne by the CLIENT.

On-line delivery: after registration at Spot Image, 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, Spot Image shall, upon his request, place the available ordered PRODUCT back on the delivery server for an additional payment of two hundred (200) Euros for management costs. If the CLIENT should be unable to download the ordered PRODUCT, Spot Image 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 Spot Image Price List available at the following web address: www.spotimage.com/prices.htm. Such prices "Ex-Works" (I.C.C. Incoterms 2000), are exclusive of taxes, and include standard packing.

The risks pertaining to the PRODUCTS sent shall be transferred to the CLIENT as from the placing of the PRODUCT on the delivery server or, in the case of a supply on physical medium, as from the placing of the PRODUCT at the disposal of the first carrier.

5.2 - In all cases, the customs charges and taxes shall be borne exclusively by the CLIENT. Should the CLIENT have given Spot Image 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 Spot Image 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. The sums shall be credited to the Spot Image account appearing on the order confirmation. 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, Spot Image 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 Spot Image.

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

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. Spot Image shall then be able to claim immediate payment of all outstanding invoices. Concerning the non-delivered quantities, Spot Image shall be able to either claim payment before delivery, or cancel the balance of the order, without prejudice to any other damages.

7 - WARRANTY - LIABILITY

7.1 - The CLIENT defines the characteristics of his needs and ensures the suitability of the PRODUCTS to their satisfaction. Spot Image 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. Spot Image 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. Spot Image'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 Spot Image 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 Spot Image 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 Spot Image and/or its licensor on these grounds.

7.5 - Under no circumstances can Spot Image 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 Spot Image and/or its licensor on these grounds. Under no circumstances can Spot Image 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 Spot Image 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 Spot Image's proposal, to consider confidential all information, of any nature whatsoever, which he may have obtained as a result of or in connection with Spot Image technical or commercial proposal or of the supply of any PRODUCT. The CLIENT guarantees Spot Image 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.

10 - FORCE MAJEURE

Spot Image 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 Spot Image, of any nature whatsoever, and in particular all breakdowns or failure of a satellite, or the related ground 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 licences 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 Spot Image. The advance payments paid on the price of the sales cancelled shall be retained by Spot Image without prejudice to any other dues, costs, interests or damages that the CLIENT may be ordered to pay.

12 - JURISDICTION AND APPLICABLE LAW

All controversies between the parties shall be settled by the Commercial Court of Toulouse.
The law applicable shall be French law.

13 - APPLICABLE END-USER LICENSE AGREEMENT

Upon full payment of the PRODUCT, the CLIENT is only granted rights to use the PRODUCT. Such rights are defined in the appropriate End-User License Agreement, available at the following address: www.spotimage.com/licensing.htm. Any order implies the irrevocable acceptance of such applicable End-User License Agreement. Accordingly, Spot Image or its licensor shall remain the owner of any PRODUCT at all times.

14 - FINAL REGULATIONS

Should Spot Image 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 Spot Image, 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 Spot Image. Any amendment or modification of the Conditions shall enter into force only after having been signed by the representative duly authorized by each of the parties.