

End User License Agreement - EULA for GÖKTÜRK-1 Products

This “End User License Agreement (EULA) for Gökürk-1 Products” or “Gökürk-1 EULA” or “License” shall apply to all Gökürk-1 Product/s.

Gökürk-1 Product/s, object of this EULA, are property of Presidency of the Republic of Turkey Secretariat for Defense Industries (SSB), (as follows “Licensor”), which is the holder of the intellectual property rights in the Gökürk-1 data obtained through the programming of the Gökürk-1 satellite, and therefore in the Product/s.

Gökürk-1 Product/s and also the raw data acquired by the satellite and/or stored in the archives are protected by the laws governing the protection of databases, are protected by Turkish copyright laws and international agreements.

IMPRO Satellite Image Processing and Telecommunication Inc. which has been appointed by the Presidency of Defense Industries as its partner and world-wide authorized distributor of GÖKTÜRK-1 Satellite data for the exploitation market and exclusive right-holder of the title of GÖKTÜRK Commercial Image Products, has also the right to take all legal actions, on behalf of the Licensor, for the protection of copyrights and/or protection against unauthorized use of GÖKTÜRK Products, in accordance with the Turkish copyright laws and international agreements.

Under the terms of this EULA, Gökürk-1 Product/s are distributed by IMPRO (as follows “Contractor”) to Direct Cursus Technology L.L.C and its Affiliates (as follows “Licensee” or “End User” or “User”).

1. Definitions

Affiliated User/s: The natural or legal persons sharing the use of the Product/s with the Licensee/s in the context of a Joint Project.

Gökürk-1 System or System: The Satellite System or Space Segment and the Ground Segment of the Gökürk-1 satellite.

Derivative Product/s: A product generated from Product/s by any method which significantly and irreversibly modifies the original Product/s so that the initial characteristics of the original Product/s are no longer identifiable either in whole or in part.

Internal Use: The use of the Product/s for the internal purpose of Licensee/s or Affiliated User/s. It does not include any right to, disclose, sell, assign, lease, sublicense, distribute or transfer the Product/s or any part thereof, or to use the same in any manner or for any purpose not expressly authorized by this Gökürk-1 EULA.

Joint Project: The specific project to be jointly carried out by the Licensee/s and the Affiliated User/s.

Joint Use: The use of the Product/s for a specific Joint Project for which the Licensee/s has notified the Contractor to share the Product/s with other Affiliated User/s.

License or Gökürk-1 EULA: A limited, non-transferable, non-exclusive, License to use the Product/s and to develop Value Added Product/s for Licensee/s / Affiliated User/s use only.

Licensor: The Presidency of the Republic of Turkey Secretariat for Defence Industries (SSB).

Licensee/s or End User or User: The natural or legal person accepting the terms and conditions of this Gökürk-1 EULA and entitled to use the Product/s for its own Use. The Licensee/s can be Single User or Multiple Users. In case of Multiple Users, a Gökürk-1 Multiple EULA is required.

Multiple License or Gökürk-1 Multiple EULA: A limited, non-transferable, non-exclusive, License to use the Product/s and to develop Value Added Product/s for more than one Licensee or Multiple Users internal business only.

Academic License or Gökürk-1 Academic EULA: A limited, non-transferable, non-exclusive, License to use the Product/s and to develop Value Added Product/s only for non-commercial study or for research undertaken solely to further education and not for commercial purpose.

Product/s: the Gökürk-1 Product/s, provided by Contractor to the Licensee/s under the terms and conditions of the present Gökürk-1 EULA.

Value Added Product/s: Product/s generated from Product/s in which the initial characteristics of the original Product/s are still identifiable in whole or in part. A few not exhaustive examples are: fused imagery Product/s, orthorectified Product/s, enhanced image Product/s including any histogram manipulation, analogue Product/s (hardcopy/printed), displaying map-based Product/s. Distribution of Value Added Products to third parties requires an ad-hoc authorization from Contractor and an additional Gökürk-1 EULA for the third party.

2. Object

2.1 Contractor grants to the Licensee/s and its Affiliates a limited, non-transferable, non-exclusive, License to use the Product/s and to develop Value Added Product/s for Licensee/s Use or Affiliated User/s Use.

2.2 The Licensee/s and its Affiliates may use the Product/s by its employees, consultants or contractors and may publish on Web Platform/Mobile Apps (not downloadable).

3. Duration – Withdrawal - Termination

3.1 The present Gökürk-1 EULA shall be effective upon delivery of the Product/s and runs for an unlimited duration of time.

3.2 The Licensee/s may terminate at any time the present Gökürk-1 EULA upon 30 days prior written notice, with respect to the date of termination, to Contractor by registered mail.

3.3 Contractor reserves the right to terminate the present Gökürk-1 EULA upon 30 days prior notice in writing under the following circumstances:

a) Violation of the terms and conditions of the present Gökürk-1 EULA.

b) The Licensee/s goes into bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or goes out of business.

3.4 Contractor reserves the right to terminate the present Gökürk-1 EULA in the case of violation of the terms and condition of the Gökürk-1 EULA by any Affiliated User/s.

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3.5 In the cases specified in paragraphs 3.2, 3.3 and 3.4 above, the Licensee/s and any Affiliated User/s are not entitled to further use the Product/s and/or Value Added Product/s. In such case, Licensee/s and any Affiliated User/s shall make its best effort to return or destroy the Product/s, any parts of it, copies and relative documentation.

3.6 Expiration or Breach by Contractor. Upon expiration of this EULA or termination due to a breach by Contractor, any licenses granted to Licensee and its Affiliates will remain in full force and effect so long as Licensee and its Affiliates continues to comply with the terms and conditions of this EULA as they relate to its continued use.

4. Permitted Use

- (1) adapt, alter, edit and modify the Products on their own and with contractors;
- (2) extract geographic features, human-made features, persons or animals and related data from the Products via identification, measurement, and/or analysis and use and distribute feature derivatives for any and all purposes;
- (3) display the Products on Licensee /Affiliates-branded internet sites and mobile applications, including, without limitation, online mapping portal in a non-extractible format without the possibility of downloading;
- (4) sublicense to third party developers the right to integrate and use the mapping portal and other Licensee /Affiliates-branded internet sites and mobile applications that include the Products or derivatives in third party software applications and websites, and distribute and sublicense those Products to end users, provided that (A) access to the Products by third party developers will be through an API that inhibits scraping or reconstruction of the Products; (B) the third party applications and websites must prohibit end users from downloading, duplicating, copying, modifying, altering or transferring Products;
- (5) publish electronically and in hard copy and broadcast Licensee / Affiliates products that incorporate the Products and/or derivatives without limitation;
- (6) copy and reproduce the Products in order to fully exercise the rights described in sub-Sections (1) through (5) above;
- (7) sublicense the Products to Affiliates without obtaining additional consent;
- (8) transferring access to the Products to contractors for consulting services.

5. Prohibited use

5.1 Any use other than those specified in articles 2 and 4 above is prohibited, unless expressly authorized in writing by Contractor.

5.2 Contractor reserve all rights in the Product/s not specifically granted by the present Göktürk-1 EULA.

5.3 The Licensee/s acknowledges that no Licensed Material will be exported, directly or indirectly, to any other 3rd parties.

6. Intellectual Property Rights

6.1 Products. All right, title and interest in and to the Product and all corrections, enhancements, or other modifications to the Product made by Contractor. or any third party at Contractor.'s direction, and all Intellectual Property Rights therein are the sole and exclusive property of Contractor. or its suppliers, as applicable. All rights not expressly granted to Licensee in these terms are reserved by Contractor.

6.2 Value Added Product/s All right, title and interest, including all Intellectual Property Rights, in and to (1) the enhancements, modifications, or alterations made by Licensee to Products; and (2) any new material contributed by Licensee, in the creation of a Value Added Product, are the exclusive property of Licensee. However, notwithstanding Licensee's ownership rights in the enhancements, modifications, alterations and contributed materials, use of the Value Added Product by Licensee are subject to the license and use restrictions set forth in Section 5.

6.3 Feature Derivatives. All right, title and interest, including Intellectual Property Rights, in and to any Feature Derivative are the exclusive property of Licensee.

6.4 It is prohibited to alter, modify or delete the copyright notice attesting SSB's intellectual property rights ownership in the Product/s, as well as any associated trademarks

6.5 The Licensee/s undertakes to comply with SSB's intellectual property rights in the Product/s and undertakes to refer promptly and in writing to Contractor any of unlawful use, including those by third parties, of this Product/s and/or Value Added Product/s processed under the terms this Göktürk-1 EULA. Licensee/s also undertakes to use all his/her best efforts and to take all adequate measures to prevent the infringement of SSB's intellectual property rights by any third parties.

7. Guarantee and Limitation of Liability

7.1 If a Product is defective compared to the Göktürk-1 Product official User Guide, Contractor's guarantee is limited to the replacement of the Product/s, if available, or with a refund of the fee paid by the Licensee/s.

7.2 Contractor and SSB are not responsible for the accuracy and/or suitability of the Product/s for any intended use by the Licensee/s.

7.3 Contractor and SSB accept no responsibility/nor liability for any damage, direct or indirect, suffered by the Licensee/s, caused by the Product/s, or connected to the use or non-use of the Product/s.

7.4 In case contractual responsibilities of Contractor to the Licensee/s are anyway found to be applied, the liability of Contractor shall be limited to the amount of the price for the Product/s paid by the Licensee/s.

8. Force Majeure

8.1 Contractor is not responsible for any delays and/or inadequacies in obligations foreseen by the present Göktürk-1 EULA due to force majeure, such as System malfunctions, natural events, strikes, etc.

8.2 The Licensee/s acknowledges and agrees that the competent Turkish security governmental authorities may at

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any time prevent the reception and/or distribution of the Product/s. The Licensee/s therefore expressly accepts that delivery of the Product/s, may be prevented, without any liability of SSB and/or Contractor.

9. Miscellaneous

9.1 This Göktürk-1 EULA may only be amended by written agreement of both Parties.

9.2 Each Party undertakes to treat in confidence and in accordance with applicable law any information received from the other Party.

9.3 Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

The law of this arbitration clause shall be according to Hong Kong laws.

The seat of arbitration shall be in Hong Kong.

The number of arbitrators shall be three.

The arbitration proceedings shall be conducted in English language.

9.4 In all other matters not regulated by the EULA, the parties shall be governed by the agreement [License agreement No. 10879554]. In the event of any discrepancies or inconsistencies between the EULA and the Agreement, the Agreement shall prevail.

END USER DETAILS			
Name:		Title:	
Organization:			
Address:		Post Code:	Country:
Registration No / Tax Number:			
Order Details/Reference:			
Signature:			