## SINGLE ORGANISATION END USER LICENSE AGREEMENT

GeoShepherds Handelsbolag ("GeoShepherds") provides to the "End User" the L8M Australia Mosaic Product under the terms of this license which accompany the product unless the End User has signed a contract which may supersede this license.

- 1. AUTHORISED USERS. The single organisation license applies to multiple users solely within one corporation or government agency at multiple locations within a single country (e.g. one corporation (but not subsidiaries), one county government (all departments), one state or provincial government agency, or one city government (all departments).
- 2. LICENSE ACCEPTANCE. The End User may accept and agree to the terms of this License by doing any one of the following:
- (a) entering into a contract with GeoShepherds which contains these terms;
- (b) accepting, in whole or in part, a quotation describing the Product by any means (including the use of Customer's purchase order, whether or not that purchase order contains inconsistent terms and conditions);
- (c) downloading and/or installing and/or manipulating the Product on any computer hardware;
- (d) damaging or destroying the Product; or
- (e) retaining the Product for more than 7 days following receipt thereof.
- 3. LICENSE GRANTED AND PERMITTED USES. The End User is hereby granted by GeoShepherds a limited, non-exclusive, non transferrable, license to:
- (a) 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 (h) below) for the permitted uses under paragraphs (b) to (h) below.
- (b) make an unlimited number of copies for (i) installation of the product as per paragraph 3(a) and (ii) archiving and back-up purposes.
- (c) modify the Product or use the Product to create derived works.
- (d) provide the Product to contractors for the development of a derived work for the internal use of the End User only.
- (e) release hardcopy prints on a limited non-commercial basis, contained in research reports or similar publication, provided that the End User conspicuously marks the copyright.
- (f) after notifying GeoShepherds of the URL that will be used, post an Extract of any Product on an internet site, in an internet-compatible image format (without associated metadata), with the credits mentioned in paragraph 8 (i) conspicuously displayed. The posting of such an Extract shall be used for End User activity 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.
- (g) print any Extract of a Product, and to distribute such print for promotion purposes only. Such print shall include the credits as stand for in 8 (i) conspicuously displayed.

- 4. PROHIBITED USES. All rights not expressly granted to the End User are retained by GeoShepherds. These include, but are not limited to the following:
- i. Copy or reproduce (even if merged with other materials), other than as consistent with the Permitted Uses.
- ii. Sell, license, transfer, disclose, the Product or use them in any manner not expressly authorized by this Agreement.
- 5. DERIVED WORKS. Derived works containing imagery data from the Product are covered by this License. Derived works that do not contain imagery data from the Product are not covered by this License. For example a vector map (features, buildings, waterlines, classification) derived from a Basic Product is outside of this license.
- 6. LIMITATIONS AND DISCLAIMER OF WARRANTY. THE PRODUCT IS COMPLEX; GEOSHEPHERDS DOES NOT WARRANT THE PRODUCT IS FREE OF BUGS, ERRORS, DEFECTS OR OMISSIONS, AND THAT OPERATION OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED NOR THAT ALL NON-CONFORMITTIES WILL OR CAN BE CORRECTED. IT DOES NOT WARRANT THAT THE PRODUCT SHALL MEET THE END USER'S REQUIREMENTS OR EXPECTATIONS, OR SHALL BE FIT FOR THE END USER'S INTENDED PURPOSES. THERE ARE NO EXPRESS OR IMPLLIED WARRANTIES OR FITNESS OR MERCHANTABILITY GIVEN IN CONNECTION WITH THE SALE OR USE OF THIS PRODUCT. GEOSHEPHERDS DISCLAIMS ALL OTHER WARRANTIES NOT EXPRESSLY PROVIDED IN ARTICLE 6.

IN CASE THE MEDIUM ON WHICH THE PRODUCT IS SUPPLIED BY GEOSHEPHERDS TO THE END USER IS DEFICIENT, AS DEMONSTRATED BY THE END USER AND ACCEPTED BY GEOSHEPHERDS, GEOSHEPHERDS SHALL REPLACE SAID MEDIUM. ANY SUCH CLAIM FOR REPLACEMENT SHALL BE NOTIFIED TO GEOSHEPHERDS WITIN SEVEN (7) DAYS AFTER DELIVER OF THE PRODUCT TO THE END USER.

7. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL GEOSHEPHERDS BE LIABLE FOR ANY CLAIM OR LOSS INCURRED BY THE END USER, INCLUDING WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER NONCOMPENSATORY DAMAGES, SUCH AS LOST PROFITS, LOSS OF GOODWILL, OPPORTUNITY COSTS, COST OF COVER, OR COST OF REPLACEMENT GOODS, IRRESPECTIVE OF WHETHER GEOSHEPHERDS KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES. THE END USER ACKNOWLEDGES THAT NO REPRESENTATIONS MADE BY THIRD PARTY DISTRIBUTORS OR RESELLERS ARE BINDING UPON GEOSHEPHERDS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. IF GEOSHEPHERDS' LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT IS FOR ANY REASON HELD UNENFORCEABLE OR INAPPLICABLE, DESPITE THE LIMITATIONS CONTAINED HEREIN, THE END USER AGREES THAT GEOSHEPHERDS' LIABILITY SHALL NOT EXCEED THE PRICE PAID BY THE END USER TO PURCHASE THE PRODUCT.

## 8. MISCELLANEOUS.

i. The End User acknowledges, and will cause its employees and agents to acknowledge, that GeoShepherds and its licensors will own all rights in any copy, translation, modification, adaptation or other Derived work that End User or its contractors may create that is covered by this license.

ii. This License Agreement constitutes the complete and exclusive agreement between GeoShepherds and the End User relating to its subject matter. This License Agreement supersedes all prior and contemporaneous representations, correspondence, proposals or agreements relating to its subject matter, whether oral or written. This License Agreement may be modified only by a written amendment signed by both GeoShepherds and the End User. If any provision is determined to be invalid or unenforceable, the remaining provisions of this License Agreement shall continue to be valid and enforceable. Neither this License Agreement nor any of the rights granted by it may be assigned or transferred by the End User without the prior written consent of GeoShepherds. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

iii. Except as noted in Paragraph 1, this is the exclusive and entire Agreement between GeoShepherds and Customer regarding its subject matter, merging all prior or contemporaneous instruments or agreements and discussions between the parties. Customer may not assign any part of the Agreement without GeoShepherds' prior written consent. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect.

| Name of Representative of the Final User | Title of Representative of the Final User    |
|--|--|
|  |  |
| Name of Organisation of the Final User   | Siganture of Representative of the Final Use |
| Date: / /                                |  |

