

# TERMS AND CONDITIONS – Making an order with Earth-i confirms acceptance of the described services and product level, including payment terms. By placing an order, you are confirming agreement to our terms and conditions. Terms are available online using this URL - <http://earthi.space/earthi-termsconditions-serviceandproducts>

## 1. Definitions

- 1.1. 'Agreement' means an Order Quote together with these Terms and Conditions, the End User Licence Agreement and any other attachments referenced on the Order Quote.
- 1.2. 'Earth-i' means Earth-i Ltd, a company registered in England and Wales, company number 08508188, and whose registered office is at 21 East Street, Bromley, Kent, BR1 1QE, United Kingdom.
- 1.3. 'Catalogue' means the Catalogue of Products referenced and available at Earth-i or its licensor.
- 1.4. 'Customer' means the individual, entity or government agency identified as 'Customer' on the applicable Order Quote.
- 1.5. 'Derived Products' mean Products provided by Earth-i which are created from other data.
- 1.6. '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 the EULA. When the Product is supplied to a government entity (civil agency, public department, ...), the End User shall be deemed to be only such part of the government entity as located at the address to which the Product is supplied, except upon prior agreement in writing from Earth-i.
- 1.7. 'EULA' means the End User Licence Agreement applicable to the Product ordered.
- 1.8. 'Order Quote' means the document prepared by Earth-i that sets out the Products to be supplied to the Customer, and the related terms. Following acceptance by the Customer, the Order Quote, together with these Terms and Conditions, and any other attachments referenced on the Order Quote comprise the Agreement.
- 1.9. 'Party' means either the Customer or Earth-i as the context so provides.
- 1.10. 'Parties' means the Customer and Earth-i.
- 1.11. 'Product' or 'Products' mean the geo-spatial intelligence and satellite imagery derived products ('Derived Products') or other products marketed by Earth-i.

## 2. General provisions

- 2.1. Except with the written agreement of Earth-i, all supplies of Products and Derived Products shall be governed by these Terms and Conditions. These Terms and Conditions are deemed to have been accepted unconditionally and in full by the Customer, and any clause or condition stating otherwise which appears in any correspondence or on any order form addressed by the Customer to Earth-i shall be ineffective against Earth-i. If a particular Agreement concluded with a Customer expressly derogates from or excludes one of these Terms and Conditions, all of the other conditions shall remain applicable.
3. **Delivery of product**
  - 3.1. **Delivery date**
    - 3.1.1. The delivery date(s) proposed by Earth-i in its Order Quote are given for information only, except when expressly guaranteed in writing by Earth-i. Any overrun of the delivery date(s) does not authorize the Customer to refuse the total or partial delivery of the Products nor does it enable the Customer to claim any indemnity whatsoever and time shall not, unless agreed by Earth-i, be of the essence in the Agreement.
    - 3.1.2. Should Earth-i, for any reason be unable to deliver the Products ordered, the Customer shall be entitled only to a refund of the charges as set out on the Order Quote, without any indemnity or claim for damages of any nature whatsoever.
  - 3.2. **Mode of delivery**
    - 3.2.1. Where Products are delivered by FTP, The Customer shall have ten (10) days to download the ordered Products. The download time shall start from the date that Earth-i notifies the Customer that the Products are available to download on Earth-i's server.
    - 3.2.2. Where Products are delivered by a digital portal the portal will be available for the duration of the Agreement.
    - 3.2.3. Products may be delivered by mail courier in hard disk or flash disk to a designated address, at the Customer's request, risk and expense.
  - 3.3. **Transfer of risks**
    - 3.3.1. All risks pertaining to the ordered Product shall be transferred to the Customer once the Products are ready for download from Earth-i's server or for collection by mail courier. In all cases, the cost of carriage, insurance of the ordered Product, customs charges and taxes, shall, be borne exclusively by the Customer.

## 4. Pricing

- 4.1. For each order, the price and currency applicable (US dollars, Pounds Sterling, Euros) will be stated on the Order Quote.
- 4.2. Prices are expressed exclusive of taxes, 'Ex-works'.
- 4.3. Payment shall be made in the currency as stated on the Order Quote unless otherwise agreed in writing.

## 5. Licence

- 5.1. All Products are supplied subject to an End User Licence Agreement ('EULA') to be accepted and signed by the End User(s). The signed EULA must be returned by the Customer in order for a binding Agreement to be created.

- 5.2. Derived Products are subject to an End User License Agreement ('EULA') which is defined in the Order Quote. Acceptance of an Order Quote commits the Customer to the acceptance of this EULA.

## 6. Warranty and liability

- 6.1. Earth-i disclaims any implied warranties or conditions of merchantable quality, merchantability, durability, fitness for a particular purpose and non-infringement.
- 6.2. Earth-i only warrants replacing, at Earth-i's sole option, the defective Products or refunding any defective Products, provided that Customer's claims are well-founded, demonstrated and duly presented by writing no later than fifteen (15) days from the delivery of the Products. This warranty does not cover bugs, defects or omissions and misuse of Products unless otherwise expressly stipulated in the Agreement.
- 6.3. Earth-i's maximum aggregate liability to the Customer shall not exceed the amounts paid by the Customer for the Products giving rise to the claim. Earth-i shall not be liable for any special, incidental, consequential, indirect or similar damages, loss of use, data or profits, damages to property, or injury arising out of the use, misuse or inability to use Product. This limited warranty allocates risk between the Customer and Earth-i, and Product pricing reflects this allocation of risk and the limitations of liability contained in this limited warranty.
7. **Payment**
  - 7.1. Earth-i reserves all rights in the Products until payment has been received from the Customer in full.
  - 7.2.
  - 7.3. All Earth-i invoices are payable without discounts or reductions. The methods of payment accepted shall be set out on the Order Quote. Unless otherwise stated, payment must be made by electronic funds transfer, at the latest thirty (30) days after the date of invoice to the Customer.
  - 7.4.
  - 7.5. Late payments shall be charged 1% interest per month (12% per annum) or the highest finance charge permitted by applicable law, whichever is less.
  - 7.6.
  - 7.7. The Customer shall pay all costs, including reasonable legal fees, incurred by Earth-i for and in the collection of overdue amounts.
  - 7.8.
  - 7.9. Earth-i reserves the right to suspend further delivery of Products until any arrears have been paid.

## 8. Non-Exclusivity

- 8.1. Unless agreed in writing by Earth-i, a Customer shall not be able to claim an exclusive right of use of the Earth-i Products.

## 9. Intellectual Property

- 9.1. **Copyright**
  - 9.1.1. Where Earth-i provides third party products, Earth-i is an authorised Distributor of Products from the Supplier.
  - 9.1.2. The Supplier, as identified on the EULA, is the sole holder of the copyright on Data supplied by Earth-i to the Customer and the Products derived therefrom.
  - 9.1.3. The Customer hereby acknowledges the right of Earth-i and the Supplier to protection against the unauthorized representation of the Data or Products according to the terms of the international copyright law.
  - 9.1.4. Consequently, the Customer has no proprietary right and commits himself to respect the intellectual property rights and patent rights held by Earth-i and the Supplier and hereby authorizes Earth-i and the Supplier to ensure, by any means whatsoever, that this commitment is respected.
- 9.2. **Database Protection**
  - 9.2.1. The Customer hereby acknowledges the right of Earth-i to protection against re-use or extraction of the data, which constitute the Data or Products or of a substantial part thereof.

## 10. Trademarks

- 10.1. The Customer hereby acknowledges that the trademarks registered by Earth-i are the property of Earth-i. The sale to the Customer by Earth-i confers on the Customer no right to use the Earth-i trademarks and logographs.

## 11. Force Majeure

- 11.1. Except for the Customer's obligation to make payments under the Agreement, neither Party will be liable for failure or delay in fulfilling or performing any term of the Agreement when and to the extent that the failure or delay is caused by or results from acts beyond that Party's reasonable control, including, without limitation, acts of God, fire, earthquake, storm, flood, power outage, strike, war, act of terrorism, law, export control regulation, instructions of government authorities or judgement of a court (not arising out of breach by the Party of the Agreement).
- 11.2. The Party suffering a force majeure event will promptly give notice to the other Party, stating the period of time the occurrence is expected to continue.

## 12. Breach

- 12.1. Should the Customer be in breach of any of their obligations under the Agreement, and if such failure is not remedied within 15 days following written notification by Earth-i expressing the intention of Earth-i to use this clause, Earth-i may cease all supplies under the Agreement, terminate the EULA, and require the Customer to return immediately all Products supplied as at the date of termination. Earth-i shall be entitled to retain any payments already received without prejudice to any other dues, costs, interests or damages that the Customer may be ordered to pay.

## 13. Jurisdiction and law applicable

- 13.1. The law applicable shall be English law.

## 14. Waiver

The waiver by a Party of a breach or default by the other Party of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach or default of the same or any other provisions of this Agreement and shall not impair the exercise of any rights accruing to it under this Agreement thereafter; nor shall any delay or omission on the part of either party to exercise or avail itself of any rights accruing to it under this Agreement operate as a waiver of any breach or default by the other of any of the said provisions. All rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

COMMERCIAL IN CONFIDENCE