

## General Terms and Conditions (GT&C) for TerraSAR-X Data Supply

These GT&C shall be irrevocably accepted with the acknowledgement of the INFOTERRA offer/proposal.

The Deliveries to be performed and/or the Services to be rendered shall be carried out in accordance with the Specification, Schedules, Plans, Prices and the special conditions provided in the offer of INFOTERRA GmbH (INFOTERRA), and these General Terms and Conditions – in this order of precedence – all of which shall become the contract between INFOTERRA and the CUSTOMER, either upon contract award or by issue of order confirmation by INFOTERRA, unless otherwise agreed upon in writing. Any contract award or order confirmation containing modifications, alterations, additions or omissions in deviation to the offer or these GT&C shall be binding upon INFOTERRA only if, and as far as, confirmed by INFOTERRA in writing, all other terms and conditions remaining valid. Any clause or condition addressed by the CUSTOMER to INFOTERRA shall be invalid unless confirmed by INFOTERRA in writing.

### 1. Validity of Offer and Contract

- 1.1 The validity of the contract itself is subject to the approval of competent Government authorities securing Satellite Data Security Act (SatDSiG). The CUSTOMER shall undertake to furnish all necessary local permits (such as import certificate) and clearances in due time, if necessary.
- 1.2 INFOTERRA reserves the right to accept or refuse any order at its sole discretion and without any justification. Under no circumstances shall INFOTERRA be bound to deliver, in any offer(s) and/or order(s).
- 1.3 Should INFOTERRA recognize being unable to perform, based on any proposal(s) and/or order(s), INFOTERRA shall inform the CUSTOMER immediately thereafter.

### 2. Types of Delivery

- 2.1 All Deliveries shall be made online through an FTP server. Details will be provided with the Delivery Note.
- 2.2 Upon special request, deliveries can be alternatively done through courier on media.

### 3. Delivery Terms

- 3.1 Unless otherwise stated in the INFOTERRA proposal, Deliveries shall be performed "Ex Works" (EXW) according to ICC Incoterms 2000.
- 3.2 The dates of Delivery in the proposal are for information only. Should at any point a timely Delivery be deemed impracticable by INFOTERRA, INFOTERRA shall inform the CUSTOMER in this regard immediately thereafter.
- 3.3 Should INFOTERRA be unable to deliver the data ordered the CUSTOMER shall be entitled only to a refund of the price already paid, without any indemnity of any nature whatsoever.
- 3.4 The CUSTOMER will receive an electronic Delivery notice when the data are ready for download. Unless otherwise agreed, the CUSTOMER shall have a fixed period of 5 days for the download. Following this period, the data shall be deemed delivered.
- 3.5 If the CUSTOMER is not the intended addressee of the Deliveries or he receives accidentally not released Deliveries the CUSTOMER is not allowed to use, copy or retain these Deliveries, disclose all or any part of it to any other person or take any action in reliance on it. If the CUSTOMER received these Deliveries in error, the Deliveries have to be deleted from his system immediately.

### 4. Transfer of Title and Risk

- 4.1 INFOTERRA reserves the right to retain the title of all items delivered until the CUSTOMER has paid the order price in full.
- 4.2 Risk shall pass to the CUSTOMER at storage of the data on the Delivery server or, in case of courier transfer, at the disposal of the first carrier. In all cases, the customs charges and taxes shall be borne exclusively by the CUSTOMER.

### 5. Performance of the Contract

- 5.1 INFOTERRA undertakes to perform all work specified in the contract or order using its best effort.
- 5.2 Smaller inaccuracies (e.g. scenes may vary from the center or border, artefacts) shall not be subject to order cancellation or non-acceptance by the CUSTOMER.

### 6. Prices

- 6.1 The price to be paid shall be stipulated in the proposal. The prices defined in the INFOTERRA International Price List are expressed in Euro, exclusive of taxes and duties, FTP Delivery, "EXW" according to ICC Incoterms 2000, and/or courier delivery "DDU", according to ICC Incoterms 2000.
- 6.2 All taxes, levies, duties, charges and fees arising - presently or in the future - in the country of the CUSTOMER with the conclusion of execution of the contract are not included in the price of the offer or the contract respectively. Should INFOTERRA be obliged to pay such taxes, levies, duties, charges and fees, they, including the respective formal obligations, shall be borne by the CUSTOMER.

### 7. Payment Terms

- 7.1 Unless otherwise agreed in the contract or order confirmation, all payments shall be effected in Euro within 30 (thirty) days after the invoice date.
- 7.2 All invoices are to be paid, without discounts or reductions, into the bank account indicated on the invoice.
- 7.3 Should payment, total or partial, relative to any order fail to reach the INFOTERRA bank account in a timely fashion as indicated on the invoice, INFOTERRA reserves the right to claim interest and/or to reject any further order notwithstanding any other claims.
- 7.4 In any case, payments may be neither suspended nor form the subject of any compensation without consent of INFOTERRA in writing.

### 8. Data Protection

- 8.1 The Deliveries and Services will require the CUSTOMER to register and provide certain data. In consideration of use of the Deliveries and Services, in registering and providing such data, the Customer represents and warrants that:
  - (a) the information about the CUSTOMER is true, accurate, current, and complete as required by INFOTERRA registration forms ("Registration Data");
  - (b) the CUSTOMER will maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
- 8.2 If the CUSTOMER provides any information that is untrue, inaccurate, not current or incomplete, or INFOTERRA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, INFOTERRA has the right to suspend or terminate the CUSTOMER account and refuse any and all current or future use of the Deliveries and Services.
- 8.3 All personal data of our CUSTOMER will be used and stored electronically in accordance with the appropriate legal provisions, in particular the German Data Protection Act (BDSG), the Tele-Media Act (TMG) and the Satellite Data Security Act (SatDSiG). This data is kept strictly confidential. This information is used for own marketing purposes and/or for the purposes of contacting as part of a data exchange (Deliveries/Services). Surveys and/or the transfer of any personal data to official institutions and/or governmental agencies will only be made within the scope of mandatory national legal requirements.

### 9. Force Majeure

- 9.1 Events of Force Majeure which prevent INFOTERRA to fully or partially meet its obligations under the contract or order confirmation shall extend the performance periods or postpone the respective dates to the extent which is necessary to overcome the consequences of such events.
- 9.2 Events of Force Majeure shall include but are not limited to acts of God, catastrophic phenomena, fire, flood, earthquake, epidemics, war (whether declared or not), vandalism, terrorism, revolution, acts of government, labour dispute or other unforeseeable reasons beyond INFOTERRA's reasonable control.
- 9.3 If Force Majeure events last accumulatively for more than six (6) months, both parties shall be entitled to terminate the contract or order. INFOTERRA shall be paid for work performed, Deliveries made and Services rendered up to the time of termination.
- 9.4 Breakdown of the satellite system used for the acquisition of the data ordered caused beyond the reasonable control of INFOTERRA as well as bad weather conditions either during the acquisition or at the data download from the satellite which prevents INFOTERRA to meet its contractual obligation shall be handled like a Force Majeure event.

### 10. Warranty

- 10.1 INFOTERRA hereby disclaims all warranties and conditions with regard to the data delivered, including implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 10.2 In no case INFOTERRA shall be liable for all indirect and consequential losses such as but not limited to loss of profit, loss of production, loss of operation, loss of dates, loss of data or information, loss of a right, etc. caused to the CUSTOMER or to a third party.

### 11. Licensing/User Rights

- 11.1 Any data delivered under the contract and any documentation relating to such data are subject to an INFOTERRA End User License Agreement (EULA), which can be a single or a multi user license.
- 11.2 The data delivered are the property of the Federal Republic of Germany represented by the Deutsches Zentrum für Luft- und Raumfahrt e.V. (DLR). The CUSTOMER shall therefore have only the non-exclusive right to use the data according to the INFOTERRA EULA, which has to be acknowledged before any use of the data.
- 11.3 Data Distributors shall obtain such an acknowledgement of the INFOTERRA EULA from their customers before any data distribution can take place.

### 12. Termination

- 12.1 In the event of a breach of any of these GT&C by the CUSTOMER, INFOTERRA reserves the right to immediately terminate the contracts or orders in process by providing the CUSTOMER with fifteen (15) days notice.
- 12.2 INFOTERRA shall retain any intermediate payments paid already towards the terminated contracts or orders without prejudice to all amounts due, and costs, interest or damages that the CUSTOMER may be obliged to pay.

### 13. Law and Disputes

- 13.1 The offer and the contract shall be governed by German Law. The Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods shall not be applied.
- 13.2 The exclusive place of jurisdiction shall be the registered office of INFOTERRA.

These GT&C are subject to change, the latest version can be found at [www.infoterra.de](http://www.infoterra.de)