

SINGLE USER
RADARSAT-2 END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("LICENSE") IS A LEGAL AGREEMENT BETWEEN YOU ("LICENSEE") and MDA GEOSPATIAL SERVICES INC. ("MDA"), LOCATED AT 13800 COMMERCE PARKWAY, RICHMOND, BRITISH COLUMBIA, CANADA V6V 2J3. LICENSEE WILL BE DEEMED TO HAVE ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THIS LICENSE IF LICENSEE: (i) BREAKS THE SEAL OF ANY PACKAGE CONTAINING SATELLITE IMAGERY GENERATED FROM RADARSAT-2 ("PRODUCT"); (ii) INSTALLS AND/OR USES THE PRODUCT; OR (iii) RETAINS THE PRODUCT FOR MORE THAN FOURTEEN (14) CALENDAR DAYS. IF LICENSEE DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE, LICENSEE MUST RETURN THE ENCLOSED PACKAGE TO MDA WITHIN FOURTEEN (14) CALENDAR DAYS OF LICENSEE'S RECEIPT OF THE PRODUCT WITHOUT: (I) BREAKING THE SEAL; OR (II) INSTALLING AND/OR USING THE PRODUCT.

- 1. OWNERSHIP:** The Product is licensed, not sold. All title in and to all intellectual property in or related to the Product is and will remain the exclusive property of MDA. MDA owns and will continue to own all title in any copy, translation, modification, adaptation, or derivation of the Product, including any kind of output that contains the pixel structure and information of the original imagery data from the delivered Product. However, in the case of Value Added Products, the LICENSEE will own all title to any such Value Added Products generated by the LICENSEE.
- 2. GRANT OF LICENSE:** MDA grants to LICENSEE a limited, non-transferable, non-exclusive, perpetual license to use the Product and any accompanying written materials, and anything derived therefrom, solely as set forth in this License (the "Grant of License"). Except as specifically set out herein, no license, right or title in or to any of the Product or any other intellectual property of MDA, is granted by this License.
- 3. WARRANTY:** MDA warrants that the original storage media on which the Product is supplied to initial LICENSEE will be free from material defects in materials and workmanship under normal use and service for a period of thirty (30) calendar days from the date of initial LICENSEE's receipt of the Product. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. MDA SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR AGAINST INFRINGEMENT. LICENSEE IS SOLELY RESPONSIBLE FOR SELECTION OF THE PRODUCT TO ACHIEVE LICENSEE'S INTENDED RESULTS OR FOR LICENSEE'S PARTICULAR APPLICATIONS, AND NO WARRANTIES, GUARANTIES OR REPRESENTATIONS ARE MADE REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCT IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE.
- 4. LIMITATION ON LIABILITY:** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS TO ACHIEVE ITS ESSENTIAL PURPOSE, IN NO EVENT WILL THE LIABILITY, IF ANY, OF MDA FOR DAMAGES RELATING TO THE PRODUCT OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THIS LICENSE EXCEED THE ACTUAL AMOUNT LICENSEE PAID FOR THE SPECIFIC PRODUCT THAT DIRECTLY GAVE RISE TO THE DAMAGES CLAIMED, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY, TRADE PRACTICES, OR OTHERWISE. IN NO EVENT WILL MDA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND. THE LIMITATIONS CONTAINED IN THIS SECTION ARE NOT MADE WHERE PROHIBITED BY LAW.
- 5. SATELLITE REGULATIONS & EXPORT CONTROL LAWS:** LICENSEE will comply with all applicable satellite licensing and import and export laws, restrictions and regulations of all applicable jurisdictions that may be in effect during the term of this License.
- 6. TERMINATION:** MDA may terminate this License, effective immediately, upon notice to LICENSEE, if LICENSEE breaches any provision of this License. Upon termination of this License, all rights granted to LICENSEE hereunder will immediately cease.
- 7. GOVERNING LAW:** This License will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the courts of the Province of British Columbia will have non-exclusive jurisdiction to hear matters arising under this License.

- 8. MISCELLANEOUS:** (1) This License is the complete and exclusive agreement between LICENSEE and MDA as to the matters set forth herein and integrates all prior discussions and understandings. (2) This License cannot be modified or rescinded, nor may any of its terms be cancelled or waived, unless approved in writing by MDA. (3) Acceptance of this License is expressly limited to the terms and conditions set forth herein; any additional or inconsistent terms provided by LICENSEE in any other documents such as a LICENSEE purchase order, that are applicable to the License, will not have any legally binding effect. (4) The failure of MDA to insist upon strict performance of any of the terms and conditions of this License will not be deemed a waiver of any rights or remedies that MDA may have and will not be deemed a waiver of any subsequent default of the terms and conditions of this License. (5) Neither this License nor any of the rights or obligations hereunder may be assigned or transferred by LICENSEE without the prior written consent of MDA. This restriction on assignment or transfer will apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation. (6) In the event that any provision of this License is declared invalid or unenforceable, the remaining provisions of this License will continue in full force and effect. (7) Upon notice, MDA or MDA inspection staff acceptable to LICENSEE may inspect LICENSEE's records, accounts and books relating to the use of the Product to ensure that the Product is being used in accordance with this License. (8) LICENSEE acknowledges that any actual or threatened breach of Section 2 would likely cause MDA irreparable harm that could not be fully remedied by monetary damages. So, LICENSEE agrees that MDA will have the right, in addition to any other remedy available to it, to seek injunctive or other equitable relief from a court of competent jurisdiction, without proof of actual damage, as may be necessary to prevent such breach.
- 9. AUTHORIZED LICENSEE:** This Single User License applies to a single legal business entity, or one division or sub-division of a non-governmental organization (NGO), or one division or sub-division of a non-profit organization (NPO), or a university, or one division or sub-division of a local government (e.g. municipality, county, prefecture) or one division or sub-division of an international agency, each located at a single or multiple facilities within a single country. For greater certainty, LICENSEE may not distribute, transfer or otherwise make available the Product to any subsidiary or affiliate of LICENSEE, or any other users, without the prior written consent of MDA.
- 10. PERMITTED USES:** In accordance with the Grant of License set out in Section 2 above, LICENSEE agrees and understands that it MAY:
- make an unlimited number of soft and hard copies of the Product for the internal use of LICENSEE and internal backup purposes only;
 - provide the Product to LICENSEE's employees and/or contractors or consultants directly related to LICENSEE's internal use of the Product. The contractors or consultants are under a duty of confidentiality no less restrictive than LICENSEE's duty hereunder. The contractors or consultants must not retain the Product or copies thereof after completion of LICENSEE's internal project;
 - store, post or process the Product in a system that is not accessible by the public through the use of sufficient information assurance measures;
 - provide any SLC Data generated from Spotlight beam mode via a physical delivery protocol or an electronic delivery protocol where the SLC Data are encrypted using an encryption software certified by NIST;
 - excluding SLC Data - release hardcopy prints of the Product, publish the Product in research reports, journals, trade papers or similar publications, and post the Product or DIP, to Internet web sites provided that such Product is in a secure format that allows only printing and viewing and prohibits manipulating the Product's pixel or metadata; all providing that such release, publishing or posting is solely for non-commercial uses and that the Copyright notice is conspicuously displayed alongside the Product; and
 - subject to the provisions set out in Section 11 - develop, reproduce and distribute any Value Added Product (as defined in Section 12 below) generated from the Product by the LICENSEE.
- 11. PROHIBITED USES:** Without limiting the generality of the foregoing, LICENSEE agrees and understands that it MAY NOT:
- sell, lease, rent, sub-license, or transfer the Product, in any other manner whatsoever;
 - reverse engineer, disassemble, decompile or adapt the Product;
 - post the Product to Internet web sites in a non secure format that allows manipulation of the Product;
 - alter or remove any Copyright notice or proprietary legend contained in or on the Product;
 - on its own, or permit any third party to, release or publish hardcopies of SLC Data in any beam mode or post such SLC Data on any publicly accessible network;
 - further process, or permit any third party to further process SLC Data to generate any product with (a) an impulse response resolution in either range or azimuth finer than (i) 2.0 metres for single- or dual-polarization modes (ii) 6.0 metres for quad-polarization beam modes, where resolution is measured horizontally in the ground plane;

- g. if applicable, further process, or permit any third party to further process Spotlight beam mode to generate any product with an impulse response resolution finer than 2.0 metres in range and 0.74 meters in azimuth, where resolution is measured horizontally in the ground plane; and
- h. use, or permit any third party to generate a Value Added Product using interferometric processing techniques from at least one scene of RADARSAT-2 SLC Data where the interval of collection is less than 24 days. Such Value Added Products include interferograms, coherent change detection products, or interferometric digital elevation models.

12. DEFINITIONS: In this License the following terms will have the following meanings:

“Data Product” means a detected radar image obtained by the processing of SLC Data to include information such as geo-referencing, radiometric corrections and multi-looking. Data Products do not contain or retain phase information.

“Derived Image Product” or **“DIP”** means a product derived from SLC Data or Data Products that still contain all or substantially all of the pixel structure and information of the original SLC Data or Data Products. Derived Image Products do not contain or retain phase information. Derived Image Products include without limitation:

- any sub-sampled scenes, sub-scenes and imageries
- any products enhanced by basic image processing techniques including, without limitation, speckle-filtering, application of Look Up Table (LUT), histogram equalization, contrast stretching
- coloured composite image using multiple RADARSAT-2 scenes or sub-scenes
- non-orthorectified mosaics with or without a simple layout
- orthorectified scenes or sub-scenes derived from a Digital Terrain Elevation Data (DTED) Level 0 or 1 or 2 Digital Elevation Model (DEM) with or without a simple layout
- orthorectified mosaics derived from a DTED Level 0 or 1 or 2 DEM with or without a simple layout
- georeferenced radar maps which include, without limitation, index maps, mapsheet references, layout embedded names
- geocoded radar maps which include, without limitation, index maps, mapsheet references, layout embedded names
- orthorectified radar maps which include, without limitation, index maps, mapsheet references, layout embedded names
- any orthorectified products performed with a DTED Level 0 or 1 or 2DEM

“Single-Look Complex Data” or **“SLC Data”** means a formatted raw data product where signal data has been converted to a computer readable structure containing target phase and amplitude information, and which has undergone processing that includes range and azimuth compression and Doppler focusing while retaining phase information.

“Value Added Product” or **“VAP”** means any products that: (a) are processed SLC Data using interferometric processing techniques, such as interferograms, coherent change detection products or interferometric digital elevation models; or (b) include a material addition of other external information or have undergone significant enhancement, but do not retain any pixels of the original SLC Data, Data Products or Derived Image Products. Value Added Products do not contain or retain phase information.

13. COPYRIGHT: The following copyright notice must be conspicuously displayed alongside the Product, or any portion thereof: “RADARSAT-2 Data and Products © MDA Geospatial Services Inc. (year of acquisition) – All Rights Reserved” and “RADARSAT is an official mark of the Canadian Space Agency” must appear as a credit.

14. LANGUAGE: This License may be provided in English, French and Spanish. In the event of any discrepancies, omissions, or errors between the languages, the English language version shall take precedence.

[END OF DOCUMENT]