

LICENSE AGREEMENT

This License Agreement ("Agreement") is between you, the user, and RapidEye. It is the basis upon which RapidEye supplies the demonstration product ("Product") for evaluation. You accept and agree to be bound by the terms of the Agreement by downloading, installing and/or using the Product. The Product is property of RapidEye AG and protected by German intellectual property laws. Upon acceptance of these terms, RapidEye grants you a non-transferable license for non-commercial, evaluation purposes only.

You may install the Product on one computer. You may not sublicense, sell, transfer or otherwise make available the Product to a third party. You may not alter or remove any copyright notice or proprietary legend.

RapidEye makes no warranties that the Product is free of errors, defects or omissions, or that operation of the Product will be error-free. RapidEye makes no warranties as to the suitability of the Product or its fitness for the user's requirements or intended purposes. RapidEye shall not be held liable or subject to legal action for any direct, indirect, incidental or consequential damages arising out of use of the Product. RapidEye is entitled to terminate this Agreement with immediate effect if you breach any of its provisions.

The laws of the Federal Republic of Germany shall govern all matters relating to this Agreement. The courts of Potsdam, Germany have exclusive jurisdiction.