

GENERAL TERMS AND CONDITIONS

1. Definitions

1.1 Agreement – The written agreement between RapidEye and the Client that is the subject matter of the transaction between RapidEye and the Client and to which these General Terms and Conditions are attached. RapidEye and the Client are referred to herein individually as “Party” and collectively as “Parties”.

1.2 Client – Any legal entity or government agency that enters or intends to enter into a binding agreement with RapidEye to obtain RapidEye products and/or services.

1.3 Confidential Information - All information related to the subject matter of the transaction between RapidEye and the Client provided by a disclosing Party to a receiving Party in any form, whether in print, hard copy, electronic or otherwise.

1.4 Product – any imagery, data, product, value-added product, service or work supplied by RapidEye, including, without limitation, information products and digital data sets.

1.5 Service – Any information product or valued-added product developed by RapidEye or RapidEye in cooperation with the Client.

1.6 Value-Added Product - any product generated by an end-user that contains source image data from the RapidEye Product (including a reasonable facsimile thereof) and by modifying the Product through higher processing, technical manipulations and/or the integration of additional data.

2. General Provisions

2.1 These General Terms and Conditions govern the legal relationship between the Client and RapidEye for the provision of RapidEye Products and/or Services. They are an essential part of the Parties' Agreement and govern the rights and obligations of the Parties with respect to the transaction described therein.

2.2 The Client and RapidEye are deemed to have accepted these General Terms and Conditions which are incorporated into the Agreement by reference. They form the basis of the contractual relationship between the Parties and apply exclusively. Conflicting conditions of the Client or conditions of the Client differing from those indicated in the General Terms and Conditions are invalid, unless approved of by RapidEye in writing. In the event these General Terms and Conditions conflict with the terms of the Agreement between the Parties, the Agreement will prevail.

3. Price

The price for the Products and/or Services supplied by RapidEye to the Client will be the price specified by the Parties in the Agreement.

4. Delivery

Products and/or Services will be delivered in accordance with terms specified by the Parties in the Agreement.

5. Payment

Any and all payments will be made in accordance with the terms of the Agreement. Unless otherwise termed in the Agreement, invoices are due and payable within net thirty (30) days from the date of receipt of the invoice. All amounts payable by the Client to RapidEye are exclusive of

any tax, levy or similar governmental charge that may be assessed by any jurisdiction. Any late payment will accrue interest in the amount of ten (10) percent above EURIBOR p. a. Any rights to claims for further damages for delay are reserved.

6. Confidentiality

6.1 This Agreement for the supply of Products and/or Services by RapidEye to the Client, including all information and discussions related thereto, is confidential to both Parties. The Parties acknowledge that Products and/or Services supplied by RapidEye, and information provided by the Client in relation to a purchase hereunder, may contain Confidential Information and that the Parties may receive or have access to other proprietary or Confidential Information disclosed hereunder. Both Parties agree to use the Confidential Information solely and exclusively for the performance of the Parties' obligations hereunder. Except for the above, neither Party shall disclose or make available any Confidential Information to any third party and shall take all precautions necessary to ensure strict confidentiality.

6.2 The Parties agree not to use Confidential Information in any way other than to the extent necessary to fulfill the Parties' obligations. Each Party shall use the same degree of care to prevent and protect the Confidential Information from disclosure to any third party as the Party uses to protect its own Confidential Information, but in no event less than a reasonable degree of care. All Confidential Information disclosed will remain the sole and exclusive property of the disclosing Party. The disclosure of any Confidential Information will not cause the receiving Party to have any rights for use of such Confidential Information. No license, interest in, or other proprietary right under any intellectual property instrument is granted, expressly or impliedly, to the receiving Party by the disclosure of any Confidential Information.

6.3 Upon termination of the Agreement, the receiving Party shall return to the disclosing Party all items of Confidential Information provided. The receiving Party shall expunge all Confidential Information provided by the disclosing Party, including all copies, in electronic form on its computers or electronic devices. Notwithstanding the termination of this Agreement, the obligations of confidentiality, secrecy and non-disclosure remain binding for an additional period of five (5) years. Where any item of Confidential Information constitutes a trade secret, the obligations of confidentiality, secrecy and non-disclosure remain binding as long as such item remains secret and is not within the public domain, for which the receiving Party shall bear the burden of proof. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

6.4 Notwithstanding the aforementioned provisions on confidentiality and unless termed otherwise in the Agreement, the Client expressly agrees to allow RapidEye to use the subject matter of and any deliverables under the Agreement for RapidEye promotional purposes.

7. Intellectual Property

7.1 Intellectual property includes, without limitation, all published or unpublished, written or unwritten discoveries, improvements, ideas, patents, patent applications, copyrights, copyright applications, industrial design, industrial design applications, trademarks, trademarks applications, trade names, logos, data, systems, confidential information, trade secrets, know-how, business plans, goodwill and the like, in each case residing with each Party or its licensors.

7.2 The ownership of intellectual property, including all patents, patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in or related to data, products and/or services furnished by one Party to the other are and will remain the exclusive property of the relevant Party or its licensors, whether or not specifically recognized or perfected under the laws of the Parties' territories. The other Party will not acquire any right in the data, services and/or products, unless specified by written agreement.

7.3 The ownership of all patents, patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in or related to any data, products and/or services jointly developed by the

Parties under the Agreement will be vested to one or both Parties under the terms specified in the Agreement.

8. Licensing

RapidEye licenses Products to clients and end-users rather than transferring title outright through sale of the Products. Unless expressly termed otherwise in the Agreement, the Client acknowledges that, as between RapidEye and the Client, RapidEye retains ownership of the Products. RapidEye grants to the Client a non-exclusive, non-transferable license to use the Products. The Client is authorized to use the Products for its internal use. The Client may make copies of the Products for internal use and, unless otherwise stipulated in the Agreement, shall not provide copies to third parties without prior written permission from RapidEye. The Client may create Value-Added Products for internal purposes. Unless otherwise termed in the Agreement, the Client shall not disseminate, disclose, publish, sell, assign, lease, sublicense, market or transfer the Products or Value-Added Products to a third party without RapidEye's written permission.

9. Warranty and Liability

9.1 RapidEye warrants that the Products and/or Services delivered correspond to the Client's order, and the media on which they are supplied are free from defects in materials and workmanship for a period of thirty (30) days after the date of delivery. RapidEye does not warrant that the Products and/or Services will meet the Client's needs or expectations. In case of breach of warranty, RapidEye shall correct or replace the defective Products and/or Services or, if RapidEye determines that such remedies are not practicable, RapidEye shall refund to the Client the amount that the Client paid for such Products and/or Services.

9.2 In case of intentional harm or gross negligence on the part of RapidEye or RapidEye's agents in performance, RapidEye is liable according to the provisions of applicable law. The same applies in case of breach of fundamental contract obligations by RapidEye. To the extent the breach of contract is unintentional, RapidEye's liability for damages will be limited to the damage reasonably predictable.

9.3 Subject to the provisions above and the extent to which applicable law requires liability, under no circumstances will either Party, or its licensors or associated persons, be liable for consequential damages, including indirect, special, punitive and/or incidental damages and lost profits, foreseeable or unforeseeable, based on claims of the other Party, its agents, associated persons and/or customers. The Parties expressly waive the right to claims for such damages, which may include but are not limited to, claims for loss of data, goodwill, use of funds or products, interruption in use or availability of data, stoppage of work or impairment of assets.

9.4 RapidEye's liability for culpable damage to life, body or health, as well as RapidEye's liability under the German Product Liability Act, (ProdHaftG), remains unaffected.

9.5 Any liability not expressly provided for above is disclaimed.

10. Term and Termination

10.1 The Agreement will be effective as of the date of signature by both Parties. The Agreement will remain in full force and effect for a period as provided in the Agreement.

10.2 In case of a material breach of these General Terms and Conditions by one Party, the other Party may cancel or terminate the Agreement with thirty (30) days written notice provided that the breaching Party has not cured the breach during such thirty (30) day period.

10.3 RapidEye or the Client may cancel or terminate the contractual relationship immediately by written notice in the following circumstances:

If RapidEye or the Client becomes insolvent, makes any assignment for the benefit of its creditors, or is placed in receivership, liquidation, bankruptcy or any similar proceeding;

In case of a change of the direct or indirect ownership or control of the RapidEye or the Client; and

In the event of a default by the RapidEye or the Client that is material and results from intentional misconduct or grossly negligent acts or omissions.

10.4 Upon termination by RapidEye, all rights granted to the Client hereunder will immediately cease, and the Client shall immediately remove from its computer systems or other storage media all proprietary and Confidential Information within the Client's possession or control.

11. Final Provisions

11.1 If any provision of these General Terms and Conditions becomes invalid or unenforceable, the remaining provisions will not be affected. The Parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision reflecting as close as possible the spirit and objective of the unenforceable or invalid provision.

11.2 The Client shall not assign, delegate, subcontract, or otherwise transfer any of its rights or obligations under the Agreement to any third party without RapidEye's prior written consent.

11.3 This Agreement is governed by the laws of the Federal Republic of Germany, excluding conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods. Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement will be Potsdam, Germany.

11.4 Unless otherwise agreed, all correspondence and communications required or desired to be given in connection with the supplying of RapidEye Products and/or Services will be in the English language.

11.5 This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between the Parties. This Agreement may be amended only in writing signed by both Parties.

11.6 The Parties' Agreement may be executed in one or more counterparts, including by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.