

Please complete all sections on-screen with Adobe Acrobat and submit to info.cosmo@e-geos.it or fax to +39 06 40694 305
A Customer Service Representative will send an order confirmation within one business day

Distributor / Purchaser

Billing address: Purchaser is also End User/Licensee VAT

Name Organisation

Street address Postal Code City

Country Telephone Fax Email

Shipping address: Same as Billing ex-works

Name Organisation

Street address Postal Code City

Country Telephone Fax Email

General Order Information

Date *ddmmyy* Purchase Order Number *(if applicable)* See attached Excel file for order

Application *(please specify in detail)* Additional comments or instructions

Please sign both **(a)** and **(b)**.

Date: _____

(a) By signing this Order Form, Customer also accepts the attached *e-GEOS Standard Terms & Conditions for COSMO-SkyMed Products* and the *e-GEOS EULA for COSMO-SkyMed Products*.

Signatures: **(a)** _____

(b) According to art. 1341 and 1342 of the Italian Civil Code, the customer also expressly accepts the clauses 2, 3, 4, 5, 6 and 7 of the attached *e-GEOS Standard Terms & Conditions for COSMO-SkyMed Products* and the clauses 3, 4, 5, 6, 7, 8 and 9 of the attached *e-GEOS EULA for COSMO-SkyMed Products*.

(b) _____

Where end-users are different from the purchaser, each end user must sign page 3 of this Order Form

Area of Interest

Area name

Estimated number of scenes

Specify coordinates (decimal degrees, WGS84) using **one** of these options:

Centre coordinates:

Latitude Longitude Radius (Km)

≤ 2 Km for Spotlight-2

or **Filename:** (for shapefile, kmz or points list)

or **Corner coordinates:**

Latitude Longitude Latitude Longitude

Upper left	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Upper right
Lower left	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Lower right

Archive

Record number

1

Acquisition date

Satellite #

For additional archive orders please provide Excel sheet.

Filename

2

Tasking

Acceptable date range

Earliest *ddmmyy* *hhmmss UTC (optional)**

Latest

* if left unspecified, default is 06:21–06:21 UTC

Incidence (20–59°; or leave unspecified)

Minimum

Maximum

Look

left

right

both (default)

Orbit

ascending

descending

both (default)

Sensor mode & polarization

Spotlight-2	<input type="checkbox"/> HH	<input type="checkbox"/> WV		
Stripmap HIMAGE	<input type="checkbox"/> HH	<input type="checkbox"/> WV	<input type="checkbox"/> HV	<input type="checkbox"/> VH
Stripmap PING PONG	<input type="checkbox"/> HH+WV	<input type="checkbox"/> HH+HV	<input type="checkbox"/> WV+VH	
ScanSAR Wide	<input type="checkbox"/> HH	<input type="checkbox"/> WV	<input type="checkbox"/> HV	<input type="checkbox"/> VH
ScanSAR Huge	<input type="checkbox"/> HH	<input type="checkbox"/> WV	<input type="checkbox"/> HV	<input type="checkbox"/> VH

Interferometry (right-looking is recommended)

Number of iterations

Granularity
(days interval)

1 (CSK 2–3)

4 (CSK 2–4)

8 (CSK 1–2 or 2–1)

16 (same satellite)

All satellites

Programming service

(see price list)

Standard Fast* Emergency*

Production Parameters

Product Level	<input type="checkbox"/> 1A_SCSB	<input type="checkbox"/> 1A_SCSU	<input type="checkbox"/> 1B_DGM	<input type="checkbox"/> 1C_GEC	<input type="checkbox"/> 1D_GTC
File Format	<input type="checkbox"/> hdf5 (for all levels)	<input type="checkbox"/> TIFF (for 1B)	<input type="checkbox"/> GeoTIFF (for 1C/1D)		
Delivery media	<input type="checkbox"/> ftp pull	<input type="checkbox"/> DVD	<input type="checkbox"/> HD		
Delivery service	<input type="checkbox"/> Standard	<input type="checkbox"/> Fast*	<input type="checkbox"/> NRT*		
License	<input type="checkbox"/> Single		<input type="checkbox"/> Multiple (specify additional end users on page 3 of this form)		

* Requires price uplift

End User/Licensee

Where End User/Licensee is different from the purchaser, each End User/Licensee must complete and sign this page of the Order Form

Purchase Order Number

Name

Organisation

Street address

Postal Code

City

Country

Telephone

Fax

Email

Please sign both **(a)** and **(b)**.

(a) By signing this page, End User/Licensee also accepts the attached *e-GEOS EULA for COSMO-SkyMed Products*.

(b) According to art. 1341 and 1342 of the Italian Civil Code, the End User/Licensee also expressly accepts the clauses 3, 4, 5, 6, 7, 8 and 9 of the attached *e-GEOS EULA for COSMO-SkyMed Products*.

End-user Signature **(a)** _____

(b) _____ Date _____

These Standard Terms and Conditions for COSMO-SkyMed Product/s (or "Standard Terms") govern all COSMO-SkyMed Product/s ordered from e-GEOS. No other terms or conditions shall be binding on e-GEOS unless specifically accepted in writing by e-GEOS.

1. Definitions.

"Customer": The natural or legal person submitting the order and accepting these Standard Terms and the EULA..

"End User License Agreement for COSMO-SkyMed Product/s" or "EULA" or "COSMO-SkyMed EULA" The agreement, defining the right of use of the Product/s, to be signed and accepted by the Customer and/or Licensee/s at the moment of the order. If the Customer purchases the Product/s for its own use, he will also be the Licensee/s

"Licensee/s or User/s" or "End User/s": The natural or legal persons using the acquired Product/s and accepting the conditions of these Standard Terms and the EULA

"Parties": e-GEOS and the Customer jointly .

"Product/s": COSMO-SkyMed Standard or Higher level product provided by e-GEOS.

"Satellite Operator": the Italian Space Agency ("ASI") granting e-GEOS the distribution rights for the Product/s.

2. Operational procedures

2.1 Ordering. All orders shall be made by fax or letter post or on-line, when available, using the appropriate e-GEOS Order Forms. e-GEOS shall only accept orders that have been completely and correctly filled out. If the Customer attaches to the e-GEOS Order Form any other purchase order containing contrary terms and conditions, these terms shall not have any legal effect and shall not be binding on e-GEOS.

The selection of the scenes to be ordered shall be effected directly by the Customer, under its own responsibility, therefore, Product/s rejections based on possible mistakes in ordering from the Customer will not be accepted by e-GEOS. An order confirmation shall be issued by e-GEOS and dispatched to the Customer after the relevant request has been forwarded to the Satellite Operator. Should any of the Product/s ordered be unobtainable, for whatever reason (including, but not limited to, satellite or ground segment failures, or other actions of the Satellite Operator), e-GEOS shall not be held liable for any losses incurred due to the unavailability of the Product/s. If an invoice has already been issued, e-GEOS shall issue a credit note for the unobtainable Product/s only. After the order confirmation has been issued by e-GEOS, the order cannot be cancelled or modified by the Customer. A programming request submitted on a e-GEOS order form shall be treated as an order and shall therefore be subject to these Standard Terms.

2.2 Delivery. Product/s are delivered and made available to the Customer at "Ex-Works Conditions - EXW", according to Incoterms 2000.

Product/s are delivered in electronic format, on the media indicated by the Customer in the e-GEOS order form. e-GEOS shall fulfill its obligations of delivery by making available the Product/s at its premises. The Customer shall be responsible for and shall pay all shipping, freight, and insurance charges, including expenses for export licenses, if any. Any such costs, expenses or charges paid in advance by e-GEOS shall be charged to the Customer in the invoices for the relevant order. e-GEOS may require the Customer to pay such charges in advance. All risk of loss of or damage to the Product/s shall pass to the Customer at the time of delivery of the Product/s.. e-GEOS shall use all reasonable efforts to deliver Product/s as quickly as possible.

Unless expressly agreed to the contrary in writing, e-GEOS shall make incremental/partial deliveries of the Customer's orders, to be separately invoiced and paid for when due. Delay in delivery of any installment shall not relieve the Customer of its obligation.

2.3 Invoicing. The invoices for each order will be issued by e-GEOS when the Product/s is made available for delivery.

All invoices will show the e-GEOS order number, a unique scene identifier, the Product/s code, if available, the currency, as specified in the e-GEOS Official Price List, and the shipping charges, if any.

Unless otherwise explicitly requested by the Customer, all the invoices will be sent to the same address indicated by the Customer in the e-GEOS Order Form.

3. Financial Conditions.

3.1 Prices.

The price for the ordered Product/s shall be that set out in the e-GEOS Official Price List in force on the date of the issue of the order confirmation by e-GEOS. e-GEOS Official Price List published on the e-GEOS web site, www.e-GEOS.it, is to be considered the only valid version.

The prices listed in the e-GEOS Official Price List exclude any taxes, customs duties, shipment charges and insurance fees that may be applicable, and for which the Customer shall be responsible at all times.

Price to the Customer does not include taxes of any nature, custom duties, or any other cost, expense or fee which may be applicable to, or be due in connection with, any transaction hereunder ("Taxes and Costs"). The Customer shall pay those Taxes and Costs invoiced by e-GEOS or will supply appropriate tax exemption certificates in a form satisfactory to e-GEOS.

Shipment charges shall depend upon the weight of each consigned package and the country of delivery and shall be added to the commercial invoice by e-GEOS as given in the e-GEOS Official Price List.

3.2 Payments. All orders must be prepaid unless otherwise accepted and communicated by e-GEOS. Where e-GEOS permits payment within thirty (30) calendar days from the date of the invoice, an invoice shall be considered overdue if notification of the payment has not been received by close of business on the due date.

Delay in payment obligations on the part of Customer shall empower e-GEOS, under its sole option, to charge interest from the first day of delay up to the point of payment of such amount. Such interest shall be calculated,

a) at a fixed rate of BBA (British Banker's Association) LIBOR (London Inter-Bank Offered Rate) 3 months on the US Dollar (USD), in the event amounts due are in USD currency, or

(b) at a fixed rate of FBE (Fédération Bancaire Européenne) EURIBOR (Euro Interbank Offered Rate) 3 months on the EURO, in the event amounts due are in EURO currency.

as quoted by REUTERS, of the first working day of the calendar quarter on which payment was due, plus 500 (five -hundred/00) basis points, on the basis of a 360 days year.

In the event such payment delay shall continue in time, such interest will take into consideration the dynamical ongoing changes of such interest rate, according to the performance of financial markets, by means of calculating interest by using the up-dated BBA LIBOR 3 months rates on the USD, or the up-dated EURIBOR 3 months rates on the EURO, as the case may be, from the first day of each subsequent calendar quarter, as quoted by REUTERS.

In the event of an invoice remaining unpaid for an extended period of time (the duration of this period will depend on the circumstances of the late payment), e-GEOS reserves the right to apply one or more of the following remedies:

- to place Customer orders on hold — any outstanding orders, or any orders received subsequently shall not be processed until all overdue payments have been made;
- to not accept any future orders by the Customer;
- to suspend the license to use of the Product/s not yet paid and/or to suspend the right to develop enhanced products from the same Product/s, as per the EULA for the Product/s and/or to require the return of the Product/s not yet paid, at Customer expenses and responsibility ;
- any other remedies provided by these Standard Terms and/or by the EULA and the applicable law.

The Customer shall pay the ordered Product/s in the currency indicated in the applicable e-GEOS Official Price List. Unless otherwise agreed by e-GEOS all payments shall be made through international electronic bank transfer only. No cheques will be accepted. The Customer shall indicate the e-GEOS invoice to which each payment refers.

4. Term-Termination.

These Standard Terms shall become effective on the date on which they are signed by the Customer and/or Licensee/s and shall continue to be in force until terminated as provided herein. e-GEOS and the Customer and/or Licensee/s may terminate these Standard Terms at any time by written notice given to the other Party at least thirty (30) days prior to the effective date of such termination. In the event of any breach of the provisions of these Standard Terms, the Party not in default shall be entitled to terminate these Standard Terms by a fifteen day written notice to the other Party. . Within ten (10) days from termination of this Standard Terms, the Customer shall return all copies of all or any portion of the Product/s covered by these Standard Terms.

5. Ownership

The Customer acknowledges that all Product/s are purchased on a license of use basis and that the ownership will remain in the Government of the Italian Republic as specified in the EULA for COSMO-SkyMed Product/s.

6. Governing Law and Jurisdiction.

These Standard Terms shall be construed and enforced in accordance with the laws of Italy. The Parties hereto agree that the Italian Courts shall have exclusive jurisdiction for any dispute or controversy concerning, arising out or connected with this Standard Terms and that, within such jurisdiction, the Courts of Rome shall be competent.

7. Miscellaneous.

7.1 The Licensee/s acknowledges and agrees that the competent Italian security governmental authorities may at any time prevent the reception and/or distribution of the Product/s. The Licensee/s therefore expressly accepts that delivery of the Product/s may be prevented without any liability of ASI and/or e-GEOS.

7.2 e-GEOS shall not be responsible for any failure/delay to perform due to unforeseen circumstances and/or to causes beyond e-GEOS' reasonable control and/or Force Majeure events, including but not limited to acts of God, war, riot, embargoes, acts of governmental/civil/ or military authorities, fire, floods, adverse weather conditions, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such delay e-GEOS may defer the delivery date for a period equal to the time of such delay, or cancel the relevant order.

7.3 These Standard Terms and the EULA, constitute the entire understanding and contract between e-GEOS and the Customer and

supersede any and all prior and contemporaneous, oral or written representations, communications, understandings, and agreements with respect to the subject matter hereof.

7.4 The Customer shall be responsible for payment of any tax (including surcharges and penalties), fees, duties or levies on the Product/s, or arising out or imposed by reason of this Standard Terms.

7.5 The Parties shall perform these Standard Terms in good faith and diligently in conformity with the highest ethical standards as acknowledged to be "best practice" for international business. The Customer declares and represents to be bound by the principles set forth in the e-GEOS Code of Ethics reported on the e-GEOS web site www.e-GEOS.it.

7.6 These Standard Terms may be modified by e-GEOS at any time and the Customer acknowledges that the only valid version is to be considered the one published on the e-GEOS web site, www.e-GEOS.it.

7.7 The Customer shall be responsible for obtaining any and all required governmental authorizations, including but not limited to any export or import licenses, and foreign exchange permits.

This “End User License Agreement (EULA) for COSMO-SkyMed Products” or “COSMO-SkyMed EULA” or “License” shall apply to all COSMO-SkyMed Product/s.

COSMO-SkyMed Product/s, object of this COSMO-SkyMed EULA, are property of the Government of the Italian Republic. According to Art. 2 of the Ministerial decree n. 32 dated 1 December 2006, the Italian Space Agency (“ASI”) is the holder of the intellectual property rights in the COSMO-SkyMed data obtained in the framework of its programming of the Cosmo-SkyMed satellites, and therefore in the Product/s.

The Product/s is protected by the Italian and International copyright laws, and also the raw data acquired by the satellite or stored in the archives are protected by the laws governing the protection of databases, according to the EU directive 96/9 dated 11 March 1996 and to D. lgs. May, 6 1999, n. 169.

1. Definitions

Affiliated User/s: The natural or legal persons sharing the use of the Product/s with the Licensee/s, as authorized in writing by e-GEOS, in the context of a Joint Project.

COSMO-SkyMed System or System: The Satellite System or Space Segment and the Ground Segment of the X-Band radar satellites of the COSMO-SkyMed Constellation.

Derivative Product/s: A product generated from Standard or High Level or Protected Product/s by any method which significantly and irreversibly modifies the original Product/s so that the initial characteristics of the original Product/s are no longer identifiable either in whole or in part.

Internal Use: The use of the Product/s for the internal purpose of Licensee/s. It does not include any right to, disclose, sell, assign, lease, sublicense, distribute or transfer the Product/s, or Protected Product/s, or any part thereof, or to use the same in any manner or for any purpose not expressly authorized by this COSMO-SkyMed EULA.

Joint Project: The specific project to be jointly carried out by the Licensee/s and the Affiliated User/s.

Joint Use: The use of the Product/s for a specific Joint Project for which the Licensee/s is authorized in writing by e-GEOS to share the Product/s with other Affiliated User/s.

License or COSMO-SkyMed EULA: A limited, non-transferable, non-exclusive, License to use the Product/s and to develop Protected Product/s for Licensee/s internal use only.

Licensee/s or End User or User: The natural or legal person accepting the terms and conditions of this COSMO-SkyMed EULA and entitled to use the Product/s for its own Internal Use. The Licensee/s can be Single User or Multiple Users. In case of Multiple Users, a COSMO-SkyMed Multiple EULA is required.

Multiple License or COSMO-SkyMed Multiple EULA: A limited, non-transferable, non-exclusive, License to use the Product/s and to develop Protected Product/s for more than one Licensee or Multiple Users internal business only.

Product/s: the COSMO-SkyMed Standard or Higher level product, provided by e-GEOS to the Licensee/s under the terms and conditions of the present COSMO-SkyMed EULA.

Protected Product/s: Product/s generated from Standard or High Level Product/s in which the initial characteristics of the original Product/s are still identifiable in whole or in part.

Copies of Protected Product/s and/or part of them in whatever form are Protected Product/s. A few not exhaustive examples are: fused imagery Product/s, orthorectified Product/s, enhanced image Product/s including any histogram manipulation, analogue Product/s (hardcopy/printed), displaying map-based Product/s. Distribution of Protected Products to third parties requires an ad-hoc authorization from e-GEOS and an additional COSMO-SkyMed EULA for the third party.

2. Object

2.1 e-GEOS grants to the Licensee/s a limited, non-transferable, non-exclusive, License to use the Product/s and to develop Protected Product/s for Licensee/s Internal Use.

2.2 The present COSMO-SkyMed EULA confers rights solely to the Licensee/s and not to any shareholders or controlling entities or consortia of which the Licensee/s is a party to.

2.3 The Licensee/s may involve in the use of the Product/s its employees, consultants or contractors only for the purposes of the Internal Use of the Licensee/s, upon written authorization by e-GEOS. Those employees, consultants or contractors are required to accept in writing the terms and conditions of the COSMO-SkyMed EULA and undertake to use the Product/s accordingly. Such employees, consultants or contractors assume no rights in the Product/s and in particular are not allowed to use the Product/s for their own purposes or to keep copies of it. They are further required to return the Product/s on completion of the activities for which the Product/s is provided.

3. Duration – Withdrawal - Termination

3.1 The present COSMO-SkyMed EULA shall be effective upon delivery of the Product/s and runs for an unlimited duration of time.

3.2 The Licensee/s may terminate at any time the present COSMO-SkyMed EULA upon 30 days prior written notice, with respect to the date of termination, to e-GEOS by registered mail.

3.3 e-GEOS reserves the right to terminate the present COSMO-SkyMed EULA upon 15 days prior notice in writing under the following circumstances:

a) Violation of the terms and conditions of the present COSMO-SkyMed EULA.

b) The Licensee/s goes into bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or goes out of business.

c) Violation of any applicable laws and regulations.

3.4 e-GEOS reserves the right to terminate the present COSMO-SkyMed EULA in the case of violation of the terms and condition of the COSMO-SkyMed EULA by any Affiliated User/s.

3.5 In the cases specified in paragraphs 3.2, 3.3 and 3.4 above, the Licensee/s and any Affiliated User/s are not entitled to further use the Product/s and/or Protected Product/s. In such case Licensee/s and any Affiliated User/s shall make its best effort to return or destroy the Product/s, any parts of it, copies and relative documentation.

4. Permitted Use

4.1 The Licensee/s is authorized to copy the Product/s to new digital media, or to install it on its computers for back-up purposes.

4.2 The Product/s may be processed using also information from outside the COSMO-SkyMed System in order to elaborate Derivative Product/s.

4.3 The Licensee/s may be authorized in writing by e-GEOS to share the Product/s with Affiliated User/s, when this is necessary to carry out a Joint Project, under the following conditions:

- a)** Characteristics and duration of the Joint Project are indicated in the Product/s order;
- b)** Details of the Affiliated User/s are made available to e-GEOS at the time of ordering;
- c)** Each Affiliated User/s accepts in writing and in advance the terms and conditions of the present COSMO-SkyMed EULA.
- d)** The Affiliated Users acknowledge that they retain no rights of use of the Product/s beyond those necessary for carrying out the Joint Project. At the end of the Joint Project, the Affiliated User/s are required to promptly return or destroy the Product/s according to the instructions given by e-GEOS.

5. Prohibited use

5.1 Any use other than those specified in articles 2 and 4 above is prohibited, unless expressly authorized in writing by e-GEOS.

5.2 e-GEOS and ASI reserve all rights in the Product/s not specifically granted by the present COSMO-SkyMed EULA.

6. Intellectual Property Rights

6.1 The Licensee/s recognizes the intellectual property rights of ASI in the Product/s and Protected Product/s and undertakes to reproduce the copyright notice as follows:

“COSMO-SkyMed Product – © ASI [year of acquisition] processed under license from ASI – Agenzia Spaziale Italiana. All rights reserved. Distributed by e-GEOS”.

6.2 It is prohibited to alter, modify or delete the copyright notice attesting ASI’s intellectual property rights ownership in the Product/s, as well as any associated trademarks

6.3 The Licensee undertakes to comply with ASI’s intellectual property rights in the Product/s and undertakes to refer promptly and in writing to e-GEOS any of unlawful use, including those by third parties, of this Product/s and/or Protected Product/s processed under the terms this COSMO-SkyMed EULA. Licensee/s also undertakes to use all his/her best efforts and to take all adequate measures to prevent the infringement of ASI intellectual property rights by any third parties.

6.4 ASI’s title to intellectual property rights in the Product/s does not preclude recognition of joint and/or distinct copyrights of the Licensee/s on a Derivative Product/s in case Licensee/s mention the original Product/s as source for the production of Derivative Product/s. In such case ASI requires full acknowledgment of ASI’s rights in the original Product/s.

7. Guarantee and Limitation of Liability

7.1 If a Product is defective, e-GEOS guarantee is limited to the replacement of the Product/s, if available, or with a refund of the fee paid by the Licensee/s.

7.2 Any claim regarding defects in the Product/s must be submitted to e-GEOS by fax or registered post within 15 working days of the date the Product/s was delivered by e-GEOS to the Licensee/s, after which time e-GEOS will not accept any complaint.

7.3 e-GEOS and ASI are not responsible for the accuracy and/or suitability of the Product/s for any intended use by the Licensee/s.

7.4 e-GEOS and ASI accept no responsibility/nor liability for any damage, direct or indirect, suffered by the Licensee/s, caused by the Product/s, or connected to the use or non-use of the Product/s.

7.5 In case contractual responsibilities of e-GEOS to the Licensee/s are anyway found to be applied, the liability of e-GEOS shall be limited to the amount of the price for the Product/s paid by the Licensee/s.

8. Force Majeure

8.1 e-GEOS is not responsible for any delays and/or inadequacies in obligations foreseen by the present COSMO-SkyMed EULA due to force majeure, such as System malfunctions, natural events, strikes, etc.

8.2 The Licensee/s acknowledges and agrees that the competent Italian security governmental authorities may at any time prevent the reception and/or distribution of the Product/s. The Licensee/s therefore expressly accepts that delivery of the Product/s, may be prevented, without any liability of ASI and/or e-GEOS.

9. Miscellaneous

9.1 The present COSMO-SkyMed EULA replace any preceding agreement, understanding or negotiation between the Parties concerning the subject of this COSMO-SkyMed EULA.

9.2 This COSMO-SkyMed EULA may only be amended by written agreement of both Parties.

9.3 Each Party undertakes to treat in confidence and in accordance with applicable law any information received from the other Party. The Licensee/s accepts that information provided to e-GEOS may be transmitted to ASI, which undertakes to treat it in confidence.

9.4 This COSMO-SkyMed EULA shall be governed by Italian Law.

9.5 Any controversy or claim between the Parties hereto arising out of or in connection with this License that will not be settled amicably and in good faith by the Parties, shall be referred to the courts of Rome, Italy.