

Planetek Italia Rheticus® services

General Terms and Conditions

1 Scope

- 1.1 The following General Terms and Conditions, as amended on the date of order, shall exclusively apply to the business relationship between Planetek Italia s.r.l. (in following named as “Planetek”), of which the registered offices are located at Via Massaua 12, Bari, Italy, VAT ID No. 04555490723 and the User.

2 Contract Conclusion; Ordering Process; Policies

- 2.1 Orders for products and services may be placed exclusively to Planetek or its authorized reseller network.
- 2.2 Once the User has placed an order with Planetek, the User will receive an e-mail confirming reception and listing details of the order.

3 Products and Services

- 3.1 The products and services purchased by the User concluding a contract of sale with Planetek are specified in User order as confirmed by Planetek confirmation of receipt of order. User purchase a limited, non-exclusive and non-transferable license to use monitoring services as defined in the User order and confirmed by our confirmation of receipt of order.
- 3.2 User acknowledges that the availability, quality and accuracy of monitoring services are dependent on certain conditions, which are not under the control of Planetek. In particular, the acquisition of satellite images is significantly influenced by weather conditions and acquisition capacity. Depending on such conditions, certain images may not always be available for processing in order to deliver the monitoring service.
- 3.3 Any unused services will not be available anymore to User beyond expiration of the time period applying to such services, and User agrees that Planetek Italia does not owe to User any compensation for such unused services.

4 User Definition

For purposes of this Agreement, the following User definitions is applied:

- one individual;
- one company, corporation, or similar legal entity (excluding affiliates or subsidiaries);
- one subsidiary or affiliate of an entity;
- one county or local government;
- one non-governmental organization or non-profit organization;
- one department within a single educational - research organization within a single country;
- one international agency;
- one office or department within the the European Union;
- any one entity equivalent to any of the entities listed above.

5 License

- 5.1 Monitoring services delivered by Rheticus® include Geodata (i) and Value-Added Products (VAP) (ii).
- (i) Geodata: satellite images, cartography, thematic maps, weather data and any type of ancillary data provided by Data Providers and shared by Rheticus® is regulated by the native license.
- (ii) Value-Added Product –VAP: “Value Added Products” shall mean products derived from Geodata, which do not allow the retrieval of the Geodata and therefore do not allow the replication of the Geodata as such and which contain a significant intellectual or creative achievement made by Planetek. Planetek grants to User a non-exclusive, non-transferable, limited license to allow the User to access, reproduce, store, display and create Derivatives of the Value-Added Product, solely for User own internal business purposes. (Derivative. Any addition, improvement, update, modification, translation, transformation, adaptation or derivative work of or to the VAP, authored, created or developed by or on behalf of User, including, without limitation, any reformatting of the VAP into a different format or media from which it is delivered to User, any addition of data, information or other content to the VAP, or any copy or reproduction of the VAP.)

6 Prices; Payment; Fees

- 6.1 The prices of monitoring services are exclusive of sales taxes, value added tax and import duties, shipping costs, and bank and credit card fees, which User shall pay at the applicable rate (unless specified otherwise). Payment of monitoring services fees shall be due in advance of each accounting period.

7 Availability of Service

- 7.1 Subject to an average of ninety-nine per cent (99%) network availability during one calendar year, Planetek shall make available Rheticus® for use by User. Planetek may at any time modify, update or upgrade the Service. The Service may be used by User and its employees only. Any use by a third party shall be subject to Planetek written approval.
- 7.2 User hereby grants to Planetek a non-exclusive, non-transferable license to access and reproduce User data to the extent that such access and reproduction is necessary to fulfil Planetek’s obligations, including maintenance and support, under the Agreement.

8 Access to Service

- 8.1 Use of the Services requires an internet connection and an internet browser, as may be reasonably specified by Planetek. User shall be responsible for such internet connection and browser.
- 8.2 Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Planetek is not responsible for any delay, delivery failure, or other damage resulting from such problems.
- 8.3 To allow User access to the Service, Planetek shall provide to User an access authorization, which may consist of a user name and password.
- 8.4 User shall not use the Services to offer illegal or unlawful services, which would be illegal or unlawful in the jurisdiction in which it is sold or offered.

9 Duration and Termination of services

- 9.1 The duration of monitoring services purchased by User shall be specified in User's order pertaining to such services as confirmed by Planetek confirmation of receipt of such order. Such order may provide that the services may be automatically renewed for certain successive periods. In the event that a service is subject to renewal, either Party may terminate the service at the end of the initial or of any renewal period by notice given in writing not less than three (3) months before the date of expiry.

10 Confidentiality

- 10.1 Planetek and User shall protect any information provided for the sole purpose of fulfilling its obligations under the respective contract.

11 Warranties

- 11.1 Planetek makes no guarantee regarding the extraction, importation, publishing, storage, or delivery timeliness of data defined within the scope of a subscription.
- 11.2 Planetek makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the services or any content.
- 11.3 Planetek does not represent or warrant that: (a) the use of the services will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (b) the services will meet your requirements or expectations; (c) any stored data will be accurate or reliable; (d) the quality of any products, services, information, or other material purchased or obtained by you through the services will meet your requirements or expectations; (e) the services and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Planetek.

12 Limitation of Liability

- 12.1 Except for any indemnification and confidentiality obligations hereunder: (i) in no event shall either party be liable under these terms for any consequential, special, indirect, exemplary, or punitive damages whether in contract, tort or any other legal theory, even if such party has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy; and (ii) Planetek's aggregate liability to User under this agreement for any claim is limited to the amount paid to Planetek by User for the services giving rise to the claim. Each party acknowledges that the other party has agreed to these Terms relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.

13 Miscellaneous

- 13.1 This Agreement is subject to Italian law with the exception of its conflict of laws rules. The courts of Bari shall have sole jurisdiction over all legal disputes arising out of or in connection with this Agreement.
- 13.2 Planetek may, without the consent of User, assign this Agreement and any of its rights and/or obligations hereunder upon written notice to any of its affiliates or to an entity with or into which it is merged or consolidated or to which it sells all or substantially all its capital stock or assets associated with the operations related to this Agreement.