GEOEYE OrbView-2 Data Research Use Terms and Conditions Agreement

GEOEYE will furnish OrbView-2 data to researchers at a discounted, research-only purchase price, on the basis of an OrbView-2 data research use request submitted to GEOEYE.

OrbView-2 Data are defined as original data from the OrbView-2 satellite, the SeaWiFS instrument, or information derived from these sources which has been processed, reconstructed, enhanced, or reproduced.

As consideration for the opportunity to purchase OrbView-2 data at a discounted price for research purposes, the Individual OrbView-2 Data User agrees to the following terms and conditions:

[1]. The Individual OrbView-2 Data User, _____, herein referred to as User, is authorized to use, reproduce, and disclose OrbView-2 data pursuant to the terms of the Research Use License Agreement attached as Exhibit A.

[2]. The User is authorized to use, reproduce, and disclose and any information processed, reconstructed, derived, enhanced, or reproduced from such data solely for research purposes authorized in writing by GEOEYE.

[3]. If requested, the User will provide to GEOEYE a copy of all products derived from OrbView-2 data and algorithms directly used to process the data.

[4]. The User will make available to the scientific community the results of OrbView-2 investigations through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. If the reports or publications are copyrighted, GEOEYE will have a royalty-free right under the copyright to reproduce, distribute, and use the copyrighted works for their purposes.

[5]. OrbView-2 data and any information processed, reconstructed, derived, enhanced, or reproduced from such data may be used, reproduced, and disclosed only for the purpose of GEOEYE authorized research; and will not be used, reproduced, or disclosed for commercial or operational purposes, without the written permission of GEOEYE. Upon request from GEOEYE, HRPT station operators will provide GEOEYE access to collected data within 48 hours of capture. In the event of the breach or threatened breach of this agreement by the Individual OrbView-2 Data User, GEOEYE is entitled to suspend or cancel the right to receive OrbView-2 data, and may exercise all other applicable legal remedies, including seeking injunctive relief.

[6]. Nothing in this agreement will be construed as granting or implying any rights to, or interest in, patents or inventions of the Parties, or their contractors, subcontractors, or co-investigators (as appropriate).

[7]. This agreement covers all data in the User's possession that were collected after December 22, 2004.

[8]. Any use, reproduction or disclosure of OrbView-2 data other than as permitted under Sections 1, 2, 4 and 5 will be considered commercial use of the OrbView-2 data governed by this Section. Without limitation, commercial uses are those that involve the sale or resale of the OrbView-2 data and all OrbView-2-derived data. Commercial use also includes the operational use of the OrbView-2 data and all OrbView-2 derived data during the two week period after the data are acquired, other than as specifically authorized in writing by GEOEYE. In addition to any legal remedies available to GEOEYE which it may seek as outlined in Section 5, in the event User engages in commercial use of the OV-2 (SeaWiFS) data, User will immediately upon such use, reproduction or disclosure pay GEOEYE the difference between the commercial rate which should have been paid for such OrbView-2 data and the amount previously paid hereunder for research use.

_____ _____

Signature of Individual SeaWiFS Data User Date

_____ _____

Full Name E-mail address

_____ _____

Mailing Address Telephone

_____ _____

FAX Number

_____