

SkyMap50 Satellite Imagery Terms & Conditions

Summary of Terms and Conditions of imagery

1. All imagery is delivered as a mosaiced natural colour pan-sharpened image with WGS84 projection in either ECW or GeoTIFF format
2. You must have a valid Soar account to order and receive any imagery and your imagery will be made available to you
3. New Tasking imagery, including Specialist Orders and excluding Monitoring:
 - a. will contain less than 25% cloud cover / shadow. Collections with more than this amount will be attempted again at no additional cost to the purchaser.
 - b. Most New Tasking imagery will be delivered within two (2) working days of collection.
 - c. Minimum AOI collection for a single online order is 50 km² with a maximum of 300 km² and a minimum swathe of 5km
4. Archival imagery and Monitoring imagery:
 - a. is provided on an 'as-is' basis with all faults and issues.
 - b. Minimum AOI collection for a single online order is 28 km² with a maximum of 300 km² and a minimum swathe of 5km
 - c. Archive imagery will typically be delivered within two (2) working days of order placement
5. A working day is Monday – Friday 9.00 am – 5.30 pm GMT+8, excluding local public holidays.

1. ACCEPTANCE OF TERMS

- 1.1. The user ("You") agree to and are bound by the Terms and Conditions set out below and in any modified or additional terms that Takor Group Ltd, Soar (Australia) Pty Ltd and any related entity (together "Soar") may publish from time to time (collectively, the "Terms").
- 1.2. Soar may change these Terms from time to time. Your continued access or use of the Site constitutes your acceptance of such changes.
- 1.3. Your access and use of any imagery purchased through Soar and supplied by through this Service requires you to have an account on the Soar platform
- 1.4. If you do not agree to these Terms, do not access or use the satellite imagery from this site.
- 1.5. Submitting an order through the Service means you agree to be bound by the Soar general Terms of Service and these SuperView Satellite Imagery Terms and Conditions.

2. Definitions

Archive Imagery Imagery previously collected and stored by prior to the

	placement of an order.
Business day	Refers to Monday to Friday between 9 am and 6 pm GMT+8
Derivative Image Product (DIP)	means a product or information derived from the Products, but it does not contain any imagery data derived from the Products, and is irreversible and uncoupled from the source imagery data derived from the Products. Notwithstanding the foregoing, for the sake of clarity, any Digital Elevation Model("DEM") or Digital Terrain Model ("DTM") (in any form whatsoever, i.e. database for instance) derived from the Products shall never be considered as a DIP.
End User	any individual, legal entity or governmental agency to whom the Product is provided, accepting this EULA. "End User" specifies the individual, entity or agency who accesses the Product and includes branches or business entities or offices of the said individual, entity or agency.
Monitoring	Monitoring involved frequent and repeated New Tasking orders over the same area and are collected regardless of cloud cover or other variables affecting image quality.
New Tasking imagery	Imagery from data collection over an area specified by You and is not Archive Imagery
Product	Means any New Tasking or Archive Imagery included in the SkyMap50 product
Specialist Order	An order that is: <ul style="list-style-type: none"> • A New Collect order with an area greater than 300 km² • Multispectral imagery • Stereo imagery
Value Added Product (VAP)	means any product developed by You from the Products through technical manipulation and /or addition of other data, and resulting in a significant modification of the corresponding product. Notwithstanding the foregoing, any DEM or DTM derived from the Products is regarded as a VAP.

3. IMAGERY ORDERS

- 3.1. Any imagery is supplied under, and the use is limited by the End User License Agreement described below
- 3.2. All imagery is subject to minimum order size for the Area of Interest (AOI)
- 3.3. New Tasking and Archive imagery will be delivered as natural colour pan sharpened (NCC) image in WGS84 in either GeoTIFF or ECW format.
- 3.4. New Tasking Imagery (excluding monitoring orders) will be delivered with a maximum of 25% cloud cover.
 - 3.4.1. All New Tasking order collections may be impacted by local weather conditions and will not meet our stated quality e.g. under 25% cloud / shadow
 - 3.4.2. Should the initial collection have greater than 25% cloud cover, then a second collection attempt will be made.

- 3.5. All Archive and any Monitoring imagery is provided on an 'as-is' and 'with all faults' basis
- 3.6. Where specialist orders are required these cannot be processed directly through the Service and must be processed manually by Soar. All requests for specialist orders will be discussed directly with you.
- 3.7. For Specialist orders, you will need to contact Soar directly. Specialist orders are unable to be placed through the Soar Platform.
- 3.8. All orders are dependent on acceptance by satellite operator and if an order is rejected you will be informed via email.

4. COLLECTION TIMES

- 4.1. Archive imagery will be delivered within 2 working days of the placement of the order
- 4.2. Collection of any New Tasking order will occur within 5 business days of placement of your order.
- 4.3. Orders for New Tasking imagery will be delivered within 2 working days of collection.

5. PURCHASING IMAGERY AND PAYMENTS

- 5.1. All purchases will be paid for at the time of ordering and when you place your order, we will take an authorisation on your credit card. Once you order has been confirmed as being accepted by Soar and satellite operator, Your credit card will be charged for the full amount
- 5.2. Where an order is declined by the satellite operator as being unable to be collected, Your credit card authorisation will be cancelled.
- 5.3. If images are not collected or delivered within the agreed time frames, you may cancel your order and you will be refunded your payment less payment processor fees

6. IMAGE DELIVERY

- 6.1. All images purchased through this service will be available for download from your user account management panel on the Service.
- 6.2. You may download any images that you have purchased for use in accordance with the End User License Agreement below.

7. EXCLUDED FROM ORDERING OR RECEIVING DATA

- 7.1. You may not order or receive satellite imagery if You or a person on whose behalf You are making the purchase are:
 - 7.1.1. from any country where such distribution or use would be contrary to law or regulation or which would subject Soar to any registration requirement within such jurisdiction or country; or
 - 7.1.2. from (or to a national or resident of) any country to which the United States has embargoed goods; or
 - 7.1.3. on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; or
 - 7.1.4. a person, including government or state who is listed as under sanction through the authority of:
 - 7.1.4.1. the *United Nations Charter Act 1945 (Cth)*;

- 7.1.4.2. *the Autonomous Sanctions Act 2011 (Cth)*
- 7.1.4.3. the US OFAC consolidated list; or
- 7.1.4.4. any other statute or regulation which would make supply of any Product illegal.

8. END USER LICENSE AGREEMENT

- 8.1. This END USER LICENSE AGREEMENT ("EULA") is made between the Satellite Operator and ("You") and Satellite Operator is willing to provide a non-exclusive license of the Product to You.
- 8.2. By accessing and using the Product, you acknowledge that you have read and agreed to be bound by:
 - 8.2.1. downloading, accessing, installing or using the Product;
 - 8.2.2. producing any derivatives based on the Product;
 - 8.2.3. damaging or destroying the Products, and
 - 8.2.4. keeping the Product for 5 days after its delivery to you via Soar.
- 8.3. **Grant of License** - Subject to Your compliance with the terms and conditions of the EULA, Satellite Operator grants You a non-exclusive, non-transferable and limited license to:
 - 8.3.1. install the Product on a computer or via Your Intranet or cloud service;
 - 8.3.2. use the Product for internal needs;
 - 8.3.3. modify the Product in order to create a VAP and / or DIP;
 - 8.3.4. use a VAP for your own internal needs
 - 8.3.5. grant any contractor and / or consultant to access the Product and/or VAP subject to a prior written agreement to make sure of their compliance with the same terms and conditions of the EULA and return of the same Product or VAP to You without retaining any copy
 - 8.3.6. post a sample image of a Product or VAP (without corresponding metadata or georeferencing) to publicly accessible Internet web sites in a non-downloadable/distributable/transferrable/ disposable / rentable manner;
 - 8.3.7. print and hand out any sample image of a product or VAP at a size no bigger than 1024 x 1024 pixels for demonstration and non-Commercial Purposes
 - 8.3.8. use, apply and allocate a DIP as you need.
- 8.4. **Limitations of License** - You recognize and agree that the Product is the property of the Satellite Operator, You will not, or will not permit any sub-Reseller and consultant in accordance with 7.3.5 to:
 - 8.4.1. use or access the Products for any purpose not expressly permitted in Article 8.3 above., and/or
 - 8.4.2. change or remove any trademark, logo or ownership signs over or inside the Product.

8.5. IP Ownership

- 8.5.1. You acknowledge that IP ownership rights to the Product belong to the Satellite Operator
- 8.5.2. The Products are protected by international copyright laws.

8.6. Warranties and Liabilities

- 8.6.1. The Satellite Operator warrants to own full rights of the Products in connection with the terms and conditions of this EULA;
- 8.6.2. As for the complexity of the Products, Satellite Operator warrants the resolution and cloud percentage consistent with this Agreement but doesn't warrant the Products must be free of fault and errors in Your applications or meet Your plan. The Satellite Operator does not make other warranties apart from Article 4.1 and 4.2.

- 8.6.3. The Satellite Operator will, at its own expense and as its sole obligation, replace any defective media reported by You and accepted by The Satellite Operator. A request for the replacement shall be notified by You to Soar within seven (7) days after you receive the Product, otherwise Soar will deem your acceptance of the Product and will not assume any liability hereof.
- 8.6.4. In no event will Soar, The Satellite Operator or their respective staff, officers, or agents in connection with development and (or) production and (or) delivery of the Product be liable for any claim, damage or loss caused or incurred by You, including but not limited to any incidental, consequential, special, exemplary, or indirect damage arising from, or relating to, the EULA or the Product. No lawsuit shall be raised for this damage.
- 8.6.5. Soar, The Satellite Operator or their respective staff, officers, or agents total cumulative liability in connection with development and (or) production and (or) delivery of the Product, if any, whether in contract or tort or otherwise, will not exceed the amount of fees paid to Soar for the Product.

8.7. Additional Terms

- 8.7.1. This EULA shall commence as of the acceptance of any order placed with Soar and shall remain in effect for an indefinite period.
- 8.7.2. Soar and the Satellite Operator may obtain all the indemnities by means of this EULA or related laws, or terminate immediately upon a written notice to the You, if You breach any material obligation under the EULA and fails to cure the breach to the notifying Soars' satisfaction. In this condition, You shall not claim for any refund upon the termination of the EULA and return the Product and VAP to Soar upon the termination.
- 8.7.3. You cannot transfer its rights and obligations under this EULA, in part or in whole, without the prior written consent of The Satellite Operator or Soar;
- 8.7.4. If any provision of this EULA is held to be non-effective, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent under applicable law, and the remaining provisions will continue in full force and effect;
- 8.7.5. This EULA will be governed and interpreted by the laws of Australia. All disputes arising out of or in connection with this EULA shall be finally settled in the state of Western Australia.