GENERAL TERMS AND CONDITIONS

1. Definitions
   1.1 "Customer" means the party determined by RapidEye and the Client to be the eventual owner of the Products and services provided by RapidEye.
   1.2 "Client" means any legal entity or government agency that entered into an agreement with RapidEye.
   1.3 "Products" means any products and services supplied by RapidEye.
   1.4 "Services" means any services supplied by RapidEye.

2. Confidential Information
   2.1 All information related to the matter under the transaction between RapidEye and the Client shall be held in strict confidence by the Client and is a trade secret of RapidEye.

3. Notice
   3.1 All notices shall be in writing and delivered personally, or as provided by the party giving the notice to the other party to the other party's attention.

4. End-User License Agreement
   4.1 This End-User License Agreement ("EULA") is by and between the Customer and RapidEye, and governs the use of the software applications supplied by RapidEye ("Products") to the Customer.

5.1 Definition
   5.1.1 "Licensee" means the person, firm or entity that holds a License.

6.1 Price
   6.1.1 The price of the Products and/or Services supplied by RapidEye to the Client shall be the price specified in the Contract between RapidEye and the Client.

7. Payment
   7.1 Payment for all products and services rendered shall be made in accordance with the terms of the Agreement or, if not specified in the Agreement, within 30 days of the delivery of the products or the completion of the services.

8. Ownership
   8.1 RapidEye retains all rights, title, and interest in the Products including the rights of design and configuration.

9. Warranty
   9.1 The Client acknowledges and agrees that RapidEye warrants the Products to be free from defects in material and workmanship for a period of one (1) year from the date of delivery.

10. Termination
    10.1 RapidEye may terminate the Agreement at any time upon written notice to the Client.

11. Force Majeure
    11.1 In the event of any force majeure event, both parties shall be excused from performance of their obligations under the Agreement.

12. Attorney's Fees
    12.1 In the event that either party suits or institutes any legal action against the other party, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

13. Governing Law
    13.1 The Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

14. Arbitration
    14.1 Any disputes arising out of or relating to the Agreement shall be settled by arbitration in accordance with the rules of the Centre International de la Conférence des Parties (CICP).

15. Assignment
    15.1 The Client shall not assign, transfer, or delegate any of its rights or obligations under the Agreement without the prior written consent of RapidEye.

16. Governing Language
    16.1 The Agreement is written in English and no translation of the Agreement shall affect the validity or interpretation of the Agreement.

END-USER LICENSE AGREEMENT

This End-User License Agreement ("EULA") is by and between the Customer and RapidEye, and governs the use of the software applications supplied by RapidEye ("Products") to the Customer. The following terms and conditions shall govern the use of the Products by the Customer.

1. Definitions
   1.1 "Licensee" means the person, firm or entity that holds a License.

2. Restrictions
   2.1 The Licensee may not, without the prior written consent of RapidEye, copy, duplicate, distribute, or otherwise reproduce the Products or any part of the Products.

3. Authorization
   3.1 The Licensee is authorized to use the Products for its internal business purposes.

4. Licensee's Rights
   4.1 The Licensee shall be entitled to make a single copy of the Products for backup purposes.

5. User Agreement
   5.1 The Licensee shall not disclose the Products to any third party or allow any third party to use the Products.

6. Export
   6.1 The Licensee shall not export or re-export the Products without the prior written consent of RapidEye.

7. Warranty
   7.1 The Licensee shall not make any claim against RapidEye for any defects in the Products.

8. Limitation of Liability
    8.1 The Licensee agrees to indemnify, defend and hold RapidEye harmless from any claims or damages arising out of the use of the Products.

9. Governing Law
    9.1 The Agreement shall be governed by and construed in accordance with the laws of Germany.

10. Governing Language
    10.1 The Agreement is written in English and no translation of the Agreement shall affect the validity or interpretation of the Agreement.

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