

GENERAL TERMS OF USE

General Provisions	These General Terms of Use govern all data, products and services ordered from MDA Geospatial Services Inc. ("MDA GSI"). No contrary terms or conditions shown on the Buyer's order or its correspondence are binding on MDA GSI unless specifically accepted in writing by MDA GSI.
Orders	<p>All orders must clearly identify the name of the Buyer. Once the Buyer has decided which data, products or services to order, MDA GSI will issue a Technical and a Financial Proposal for the Buyer's signature. These documents contain the technical and financial specifications and are considered to constitute a binding order in accordance with the General Terms of Use. Should the Buyer intend to share data and product with other entities, the Buyer must disclose the names of all such entities at the time of ordering, or at a later date when the need to share a data or product is required.</p> <p>MDA GSI will accept no modification or cancellation once the Technical and Financial Proposals have been signed, unless mutually agreed upon and modified in writing. In the event that the data and product ordered are not delivered, the Buyer's recourse shall be limited to a refund of any amounts paid in advance of delivery. MDA GSI reserves the right to refuse any order.</p>
Processing Time	Production and delivery of data and product are done on a best effort basis. Failure to meet RUSH or NEAR-REAL TIME processing times by MDA GSI will result in no RUSH or NEAR-REAL TIME charges being applied but does not entitle the Buyer to refuse delivery of the data and product or to other compensation whatsoever. If MDA GSI cannot deliver data and product as ordered, the Buyer is only entitled to a refund of the price paid, without additional compensation of any kind.
Prices	The price applicable to each order shall be the price in effect at the date of order. Unless otherwise stipulated in writing by MDA GSI, all prices are exclusive of shipping, taxes, and duties, i.e. Ex-Works Richmond, B.C. or Ex-Works Gatineau, P.O., (I.C.C. INCOTERMS 2000), and include standard packaging. All prices are as specifically stated in the Financial Proposal. Prices are subject to change without prior notice.
Shipping	Notwithstanding that MDA GSI may act as agent and negotiate and sign a transport contract on behalf of the Buyer, the data and product are shipped at the Buyer's risk. It is the Buyer's responsibility to advise MDA GSI, within 30 days of receipt of any lost, stolen, or damaged products. / If the data and product are transmitted by electronic device, Ex-Works Richmond and/or Gatineau Inco terms shall apply.
Complaints and Inspection	No complaints relative to the quality and/or quantity of the data and product delivered will be accepted unless made in writing by facsimile or electronic mail within the warranty period set forth in the respective data and product License Agreement. Data and product may not be returned without MDA GSI's prior written consent.
Payment	All orders must be prepaid unless credit has been previously established or other terms have been agreed to in writing by MDA GSI. Any overdue sums are subject to compounded interest charges at the rate of 1.5% per month until payment is made (equivalent to an annual rate of 19.56%). Non-payment of any amount as it falls due shall cause all amounts outstanding to become immediately due and payable. MDA GSI may require immediate payment of all outstanding invoices. In addition, payment may be requested in advance of shipment for quantities not yet delivered, or the balance of the order may be cancelled at the discretion of MDA GSI.
Ownership	The data and product are licensed, not sold. All title in and to all intellectual property in or related to the data and product is and will remain the exclusive property of the applicable satellite owner.
Data License and Trademarks	<p>Use of the data and product delivered and the trademarks associated herewith is governed by the terms of the License Agreement included with the data and product and is subject to the applicable satellite copyrights. The Buyer using the data and product shall be deemed to have accepted and be bound by the terms of such license.</p> <p>Sharing of the data and product requires that the Buyer disclose the names of the users of the data and product being ordered. Sharing of data and product requires prior approval from MDA GSI.</p>
Termination	In the event of a breach in any of these General Terms of Use, MDA GSI reserves the right to terminate all orders or sales in process by providing the Buyer with fifteen (15) days written notice. MDA GSI shall retain any advances paid towards the cancelled sales without prejudice to all amounts due, and costs, interest or damages that the Buyer may be ordered to pay.
Governing Law	The laws of Canada and the Province of British Columbia govern these General Terms of Use. The laws of the License Agreement included with the data and product govern the use of the data and product. The parties expressly exclude the application of the United Nations convention on Contracts for the International Sale of Goods and the implementing legislation thereto.