

Software License Agreement

By downloading this application you agree to the following terms of use:

License

This site is owned and operated by GeoEye which owns or licenses all the material on this site. Any software downloaded by you from this site, including, without limitation, any software, files, images and data (collectively, the "Software") is licensed to you for your PERSONAL USE. You acknowledge that this is only a limited nonexclusive license. Downloading the Software does not transfer title to the Software, or any intellectual property rights therein, to you. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a machine or human readable form.

You will not make copies of the Software or allow copies of the Software to be made by others, unless authorized by this License Agreement. You may only make copies of the Software for backup purposes.

Limitation of Warranty and Damages

GEOEYE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SOFTWARE OR ANY RELATED DOCUMENTATION, AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE SOFTWARE IS DELIVERED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. GEOEYE DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR NEEDS OR EXPECTATIONS, THAT OPERATIONS OF THE SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL NON-CONFORMITIES CAN OR WILL BE CORRECTED. GEOEYE, ITS LICENSORS AND THEIR RESPECTIVE AFFILIATED COMPANIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, NOT STATED HEREIN INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS, INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE. YOU ASSUME THE COST OF SERVICE, REPAIRS OR CORRECTIONS TO YOUR HARDWARE, SOFTWARE OR OTHER EQUIPMENT CAUSED BY THE SOFTWARE.

IN NO EVENT WILL GEOEYE, ITS LICENSORS OR THEIR RESPECTIVE AFFILIATED COMPANIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) UNDER ANY THEORY OF LIABILITY ARISING OUT OF THE DOWNLOADING, USE OR INABILITY TO USE THE SOFTWARE EVEN IF GEOEYE, ITS LICENSORS OR THEIR RESPECTIVE AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GEOEYE'S LIABILITY SHALL BE LIMITED

IN THE AGGREGATE TO YOUR DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF THE LICENSE FEES, IF ANY, YOU PAID FOR THE SOFTWARE.

Indemnification

You agree to defend and indemnify GeoEye and hold GeoEye harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from your business operations.

Export Controls; Compliance with Laws

You agree that you will not directly or indirectly transfer the Software to any country or individual to which such transfer would be prohibited by any controlling law, regulation, or order including, without limitation, the International Traffic in Arms Regulations, the U.S. Export Administration Act and the regulations issued thereunder or by U.S. statutory economic sanctions programs. You must comply with all applicable foreign, federal, state and local laws with respect to your use of the Software.

Termination

This license and your right to use the Software will automatically terminate if you fail to comply with any provision of this License or voluntarily return the Software and all copies thereof to GeoEye. Within thirty (30) days of notification of termination, you agree to return the Software to GeoEye and certify in writing that all known copies of the Software, including backup and archival copies, have been destroyed. All provisions relating to proprietary rights, transfer prohibitions, warranty and liability limitations, and indemnification shall survive the termination of this License.

GeoEye reserves the right to terminate the GeoFUSE website without notice and without any liability whatsoever to you.

Links to Third-Party Sites

GeoEye provides links to third-party sites as a convenience to you. GeoEye does not control third-party sites or links to third-party sites. GeoEye is not responsible for the content of any linked sites. Links to third-party sites are not necessarily endorsements by GeoEye of such sites.

Miscellaneous

This Agreement will be governed by and construed under the substantive laws of the Commonwealth of Virginia, U.S.A. without regard to the laws or policies thereof which would direct the application of the laws of another jurisdiction. This License is the entire agreement between us relating to the Software, and supersedes any prior oral or written purchase order, communications, advertising or representations concerning the software. No change or modification of this License will be valid unless it is in writing and signed by both you and an authorized representative of GeoEye. If any provision of this License is held to be unenforceable, then such provision shall be stricken from this License and the remaining provisions shall be enforced in accordance with their terms. No failure or delay by GeoEye in enforcing any right or remedy under this License shall be construed as a waiver of any future or other exercise of such right or remedy by GeoEye.