

**END USER LICENSE TERMS  
EARTHWATCH™ LICENSE**

Version B7-6-18

These EarthWatch License terms (the “License Terms”) apply to your use of the Product if you have licensed the EarthWatch service either from DigitalGlobe, Inc. (“DigitalGlobe”) directly or from a Certified Reseller of DigitalGlobe. These License Terms are entered into by DigitalGlobe, whose principal place of business is 1300 W. 120<sup>th</sup> Avenue, Westminster, Colorado 80234 USA, and Customer. These License Terms contain the general terms relating to Customer’s access to and use of the Product. The applicable Customer Agreement sets forth the terms pursuant to which Customer purchased its subscription to use the Product.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under an “EarthWatch License,” you, on behalf of Customer and its Group Members, if applicable, are accepting and agreeing to be bound by these License Terms. If you are entering into these License Terms on behalf of a company, other legal entity or government agency, you represent that you have the authority to bind that entity to the terms and conditions of these License Terms. Capitalized terms used in these License Terms are defined in Section 15 of these License Terms.

1. **PRODUCT TYPE AND TIER.** During the Term, DigitalGlobe will provide Customer with a subscription to the Product, subject to the parameters set forth in the Customer Agreement. The requirements and benefits of the Product types (EarthWatch Standard and EarthWatch Premium) are described in the Product Specification.

2. **LICENSE RIGHTS**

2.1 **GRANT OF LICENSE.** During the Term, DigitalGlobe will make the Product available to Customer and its Authorized Users on a per gigabyte basis solely to exercise the license rights granted below. Subject to Customer’s compliance with these License Terms and the applicable Customer Agreement, including, without limitation, payment of all applicable fees, during the Term, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to allow an unlimited number of its Authorized Users to access the Product and, subject to the Annual Gigabyte Allocation:

- (a) use the Product and store, access, evaluate, use and reproduce the Content solely for Customer’s Internal Use;
- (b) download the Content made available through EarthWatch (“Downloaded Content”) and store, evaluate, use and reproduce the Downloaded Content for Customer’s Internal Use;
- (c) process, modify, enhance, adapt and create Derivatives of the Content (including Data Derivatives as defined in Section 2.3 of these License Terms depending on the type of source Content) via formatting; editing; digitization; data combination; or extraction of geographic features, human-made features, persons or animals and related data via identification, measurement and/or analysis and store, access, evaluate, use and reproduce those Derivatives solely for Customer’s Internal Use, provided, however, that Data Derivatives can be used for any and all purposes, subject to the attribution requirements set forth in Section 8 of these License Terms; and
- (d) display an extract of the Downloaded Content (excluding Information Products) or a Derivative thereof on a public website in a non-extractable and non-downloadable manner as follows:
  - (i) on one domain name;
  - (ii) 2048 x 2048 pixels;
  - (iii) at a resolution no better than resolution of imagery in the Content;
  - (iv) .png, .gif, .jpg, .jpeg, .jpe, .jiff, .bmp, .pdf; or any format without geo-referencing information (TIFF, NITF, GeoPDF, JP2 and JPEG2000 are not permitted);
  - (v) only collection date/time, vehicle, and band combination metadata can be published with the extract; and
  - (vi) properly attribute the imagery to DigitalGlobe as required in Section 8 of these License Terms.

2.2. **SUBLICENSE RIGHTS.** Customer may sublicense to its Group Members the same rights granted to Customer in Section 2.1 of these License Terms. Accordingly, each Group Member and its Authorized Users may exercise the rights granted in Section 2.1 of these License Terms for its own Internal Use. However, Customer must purchase a sufficient Annual Gigabyte Allocation to cover access and use of the Product by the Authorized Users of Customer and each Group Member. Customer is responsible for documenting each Group Member to which it sublicenses the Product, and upon the request of DigitalGlobe, Customer must provide the name and address of each Group Member to DigitalGlobe. Further, Customer is responsible for entering into a sublicense agreement with each Group Member that includes terms and conditions that are the same as these License Terms.

Customer will ensure that each Group Member complies with these License Terms and will be liable for all acts and omissions of its Group Members relating to the Product or any violation of these License Terms; a breach of these License Terms by a Group Member or its Authorized Users is deemed to be a breach by Customer.

2.3 **DATA DERIVATIVES.** With respect to each of the Content types, “Data Derivatives” means the following:

- (a) Imagery Products. With respect to Imagery Products, “Data Derivatives” means a Derivative of the Imagery Product that does not contain any imagery data or metadata from the Imagery Product and is irreversible and uncoupled from the imagery data in the Product, specifically excluding orthorectification; PAN, MS and PAN-Sharpener imagery; and DEM, DSM, DTM, TIN and Point Cloud elevation models (including, without limitation, 3D and building models, bathymetry and sea floor mapping),
- (b) Information Products. With respect to Information Products, there are no Data Derivatives.
- (c) Tasking Products. With respect to Tasking Products, “Data Derivatives” will have the same meaning as for Imagery Products.

2.4 **OTHER CONTENT.**

- (a) Third Party Content and Third Party Terms. The Content includes Google Maps/Google Earth and OpenStreetMap as well as other Third Party Content. Notwithstanding anything to the contrary in these License Terms, including Section 2.1, Customer understands and agrees that use of the following Third Party Content is subject to the following Third Party Terms:
  - (i) Google Maps/Google Earth. The Google Maps/Google Earth Additional Terms of Service posted at [https://www.google.com/intl/en\\_us/help/terms\\_maps.html](https://www.google.com/intl/en_us/help/terms_maps.html).
  - (ii) OpenStreetMap. The Open Data Commons Open Database License (ODbL) posted at <https://www.openstreetmap.org/copyright>.

If there is any inconsistency between these License Terms and the terms and conditions of the applicable Third Party Terms, the Third Party Terms will apply to that Third Party Content. Use of Google Maps/Google Earth and OpenStreetMap is not subject to the Annual Gigabyte Allocation.

- (b) Customer Content. Customer is permitted to upload to the Product and use on the Product certain Customer Content. Customer will not upload any Customer Content that it does not own or otherwise have a license to use the Customer Content on the Product. DigitalGlobe, at its discretion, may restrict Customer from uploading certain Customer Content to the Product and/or may require Customer to submit Customer Content to DigitalGlobe for evaluation and approval before permitting Customer Content to be uploaded to the Product. Customer’s use of Customer Content on the Product is subject to all applicable license, use and other rights and obligations relating to the Customer Content.

3. **ANNUAL GIGABYTE ALLOCATION.** Customer’s use of the Product is subject to the Annual Gigabyte Allocation set forth in the Customer Agreement. During each Contract Year, Customer will be entitled to view, stream and/or download Content up to the Annual Gigabyte Allocation. If Customer does not use all of its Annual Gigabyte Allocation during the applicable Contract Year, Customer cannot carry over any unused gigabytes to the next Contract Year or a Renewal Term. If in a Contract Year, Customer’s usage of the Product reaches ninety-five percent (95%) of its Annual Gigabyte Allocation, Customer will no longer be permitted to download imagery; the Product will only allow Customer to view and stream the Content at full resolution on the DigitalGlobe Platform until Customer has reached one hundred percent (100%) of its Annual Gigabyte Allocation, after which the Product will only allow Customer to view and stream the Content at 4.8 meter GSD (Ground Sampling Distance) resolution, unless Customer purchases an additional allocation of gigabytes or until the start of a new Contract Year or Renewal Term.

4. **TERM.**

4.1 **SUBSCRIPTION TERM FOR PRODUCT.** The subscription term for the Product will begin on the Start Date and will continue for the Term, including any Renewal Terms, as set forth in the Customer Agreement, unless terminated in accordance with Section 13 of these License Terms (the “Initial Term”). The Initial Term may consist of one or more Contract Years. Unless otherwise set forth in the Customer Agreement, upon the expiration of the Initial Term, the subscription term will automatically renew for successive one (1) year periods (each a “Renewal Term” and collectively with the Initial Term, the “Term”) and Customer will be invoiced for the applicable fee under the Customer Agreement, unless Customer notifies DigitalGlobe or Certified Reseller or DigitalGlobe or Certified Reseller notify Customer of its intent not to renew this subscription at least ninety (90) days prior to the expiration of the then current Term.

4.2 **LICENSE TERM FOR DOWNLOADED CONTENT.**

- (a) EarthWatch Standard. If Customer has subscribed to EarthWatch Standard, DigitalGlobe grants to Customer the right to use the Downloaded Content and Derivatives thereof (excluding Data Derivatives, which are owned by Customer) only during the Term, as set forth in Section 2 of these License Terms.
- (b) EarthWatch Premium. If Customer has subscribed to EarthWatch Premium, notwithstanding Section 4.1 of these License Terms, DigitalGlobe grants to Customer a perpetual right to use the Downloaded Content and Derivatives thereof (excluding Data Derivatives, which as owned by Customer) as set forth in Section 2 of these License Terms.

## 5. RESTRICTIONS

5.1 **DIGITALGLOBE PLATFORM.** The Product is made available to Customer and its Authorized Users online via a DigitalGlobe Platform. In most cases, Customer's account will be activated within five (5) business days following the Start Date. The Product is deemed to be delivered when Customer has been provided credentials to access the applicable DigitalGlobe Platform and DigitalGlobe sends an email notifying Customer that the Product is available on the DigitalGlobe Platform.

- (a) Authorized Access. Authorized Users will access the DigitalGlobe Platform via the Internet by means of a specific account and passwords provided by DigitalGlobe. Customer is solely responsible for the confidentiality, security and use of its passwords and account. DigitalGlobe will have the right to rely upon any information received from any person using a password or other security measures assigned to Customer and will incur no liability for this reliance.
- (b) Restrictions on Use. Customer is responsible for Authorized Users' access and use of the DigitalGlobe Platform and compliance with these License Terms. Customer will use commercially reasonable efforts to prevent unauthorized access to and use of the DigitalGlobe Platform and will notify DigitalGlobe promptly of any unauthorized use of which it is aware.
- (c) Disabling Devices. Customer will use commercially reasonable efforts, including using a Virus detection/scanning program, in order to remove any Disabling Devices from its systems that may be transmitted to or otherwise present any harm to DigitalGlobe's systems. If Customer determines that a Disabling Device has been transmitted to the systems or computers of DigitalGlobe, Customer will notify DigitalGlobe promptly of the transmission and the nature of the Virus or other device. DigitalGlobe may disable Customer's access to the DigitalGlobe Platform and other DigitalGlobe computing systems and/or networks to protect DigitalGlobe's computing systems and/or networks from a Disabling Device or if Customer breaches any of the security measures established by DigitalGlobe, including access or attempted access to the DigitalGlobe Platform by any unauthorized person. DigitalGlobe will notify Customer if it disables Customer's access as soon as reasonably possible thereafter.

5.2 **USE RESTRICTIONS.** Customer recognizes and agrees that the Product is the property of DigitalGlobe and contains valuable assets and proprietary information of DigitalGlobe. Accordingly, except as expressly permitted in Sections 2 and 5 of these License Terms, Customer will not, and will not permit any Group Member or Authorized User to:

- (a) Distribute, sublicense, rent, sell, lease or loan the Product or Downloaded Content or Derivatives thereof to any Third Party;
- (b) Use the Product or Downloaded Content or Derivatives thereof for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;
- (c) Remove, bypass or circumvent any electronic or other forms of protection measure included on or with the Product or DigitalGlobe Platform;
- (d) Alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product;
- (e) make the Product available to anyone other than Authorized Users;
- (f) use the Product or DigitalGlobe Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
- (g) reverse engineer, disassemble or decompile or otherwise attempt to derive the algorithms, databases or data structures upon which the Product or DigitalGlobe Platform is based to the extent this restriction is permitted by law;
- (h) interfere with the operation of the Product or DigitalGlobe Platform or attempt to access data or computing resources not belonging to or intended for Customer; or
- (i) Otherwise use or access the Product or Downloaded Content or Derivatives thereof for any purpose not expressly permitted under these License Terms, including, without limitation, for Commercial Purposes.

Customer is responsible for ensuring that its Authorized Users comply with these License Terms, and Customer is liable for the acts and omissions of its Authorized Users.

6. **PRODUCT CHANGES AND UPDATES.** Customer understands and agrees that the Product is evolving and that Content and/or Tools may be added, changed or discontinued. Accordingly, DigitalGlobe reserves the right, in its sole discretion, to add, revise and discontinue any Content and/or Tools in the Product and on the DigitalGlobe Platform and to make changes and modifications in specifications, construction and design of the Product and DigitalGlobe Platform. New or revised Content and/or Tools that are made available to Customer as a part of its existing subscription may be subject to different use rights and restrictions. Customer understands and agrees that these revised terms will be communicated to Customer via email, posting in the Product or updating of these License Terms at [www.digitalglobe.com](http://www.digitalglobe.com) and are effective upon this notice. New or revised Content and/or Tools that are made available to Customer at Customer's request may require Customer to affirmatively agree to new or revised terms and conditions in the form of an amendment to these License Terms or a new agreement.

7. **OWNERSHIP.** All right, title and interest in and to the Product (including the Content, Tools and DigitalGlobe Platform), and all corrections, enhancements, or other modifications made by DigitalGlobe or any Third Party at DigitalGlobe's instruction to the

Product, and all Intellectual Property Rights therein are the sole and exclusive property of DigitalGlobe or its suppliers, as applicable. All right, title and interest, including all Intellectual Property Rights, in and to enhancements or modifications made by Customer or a Group Member in the creation of a Derivative and any new material contributed by Customer or a Group Member in the creation of a Derivative, but specifically excluding preexisting materials owned by DigitalGlobe (including, without limitation, Imagery Products integrated, referenced, recast, transformed or adapted in the Derivative), are the exclusive property of Customer or the Group Member, as applicable. However, notwithstanding the ownership rights of Customer or a Group Member in the enhancements, modifications and contributed materials, use of a Derivative by Customer or a Group Member is subject to the license and use restrictions set forth in Sections 2 and 5 of these License Terms. However, with respect to Data Derivatives, all right, title and interest, including all Intellectual Property Rights, in and to a Data Derivative are the exclusive property of Customer or a Group Member, as applicable. However, notwithstanding the ownership rights of Customer or a Group Member in a Data Derivative, use of a Data Derivative by Customer or a Group Member is subject to the license and use restrictions set forth in Section 2.1(c) of these License Terms. All rights not expressly granted to Customer in these License Terms are reserved by DigitalGlobe.

8. **ATTRIBUTION.** Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed on or in the Product and will ensure that all notices are reproduced on all copies. All Derivatives (including Data Derivatives) must include the following copyright notice on or adjacent to the Derivative: [Product] © [YEAR] DigitalGlobe, Inc.
9. **COMPLIANCE WITH LICENSE TERMS**
  - 9.1 **CERTIFICATION.** Upon DigitalGlobe's written request, and not more than once per calendar year, Customer will certify its compliance with the licenses granted under these License Terms. If Customer is unable to provide this certification, Customer will work in good faith with DigitalGlobe to convey the proper license type and remit the appropriate fees as remedy for any non-compliance. In addition, DigitalGlobe reserves the right to terminate all licenses and these License Terms for non-compliance in accordance with Section 13 of these License Terms.
  - 9.2 **AUDIT.** DigitalGlobe or its authorized representative will have the right to perform an audit to determine Customer's compliance with these License Terms and the licenses granted hereunder. Customer will grant DigitalGlobe auditors access to the business location(s), books and records, employees and/or contractors pertaining to Customer's and its Group Member's use of the Product, including Group Members. The audit will: (a) require a minimum of thirty (30) days prior written notice; (b) be conducted no more than once per calendar year; (c) be limited to a three (3) year audit period unless non-compliance findings are noted, in which case the audit period can be expanded; (d) be conducted during reasonable business hours; and (e) be subject to reasonable confidentiality requirements.
  - 9.3 **AUDIT FINDINGS.** If an audit results in a finding of non-compliance, DigitalGlobe may, at its discretion: (a) invoice any additional license fees due based on the standard DigitalGlobe fees in place at the time of the original license grant; (b) assess interest charges from the time of the original fee payment due date at the lower rate of: (i) 1.5% per month; or (ii) the highest rate permissible under applicable law ; (c) recover the cost of the audit if additional Fees exceed five percent (5%) of the fees paid during the audit period; and (d) terminate these License Terms and the DigitalGlobe licenses in accordance with Section 13 of these License Terms. Customer must pay all invoices within thirty (30) days following the date of invoice.
10. **INDEMNIFICATION BY CUSTOMER.** Customer will defend, indemnify and hold DigitalGlobe, its Affiliates, its suppliers and Certified Reseller harmless from and against any claims that may arise against DigitalGlobe, its Affiliates, its suppliers, or Certified Reseller out of Customer's use of the Product or any Customer Content, including, without limitation, a violation by Customer of Section 14.6, 14.7 or 14.8 of these License Terms.
11. **LIMITED WARRANTY AND DISCLAIMER.**
  - 11.1 **LIMITED WARRANTY.** Subject to Sections 11.2 and 11.3 of these License Terms, DigitalGlobe warrants to Customer only that the Product, as delivered by DigitalGlobe, will comply in all material respects with the applicable Product Specification. DigitalGlobe's sole obligation and Customer's exclusive remedy for a breach of this warranty is for DigitalGlobe, at its option and expense, to: (a) repair or replace the non-conforming Product; or (b) terminate the applicable license and refund all fees paid by Customer for the non-conforming Product. Any claim under this warranty must be made within thirty (30) days following the initial delivery of the Product. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication or modification of or to the Product by anyone other than DigitalGlobe or any breach by Customer of these License Terms.
  - 11.2 **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY WARRANTED IN SECTION 11.1, THE PRODUCT IS PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION, CONTENT OR RESULTS, OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. DIGITALGLOBE DOES NOT WARRANT THAT THE PRODUCT WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PRODUCT WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED. Notwithstanding Section 11.1 of these License Terms, any Third Party Content that is licensed pursuant to Third Party Terms is provided without any warranty except as may be given by the Third Party as set forth in the applicable Third Party Terms.

12. **LIMITATION OF LIABILITY.** IN NO EVENT WILL DIGITALGLOBE, ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOOD WILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THESE LICENSE TERMS OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL DIGITALGLOBE'S, ITS AFFILIATES', OR ITS SUPPLIERS' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT(S) EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS AND STATUTORY CLAIMS.
13. **TERMINATION.** These License Terms will remain in effect with respect to the Product for the Term set forth in Section 4.1 of these License Terms and with respect to the Downloaded Content as set forth in Section 4.2 of these License Terms, unless in either case, the term is earlier terminated in accordance with Sections 13.1 or 13.2 of these License Terms.
- 13.1 **BY DIGITALGLOBE.** In addition to those termination rights set forth in Section 11, DigitalGlobe may terminate the subscription and associated license rights upon written notice to Customer if Customer or any Group Member (a) breaches Section 2, 5, 9, 10, 14.6, 14.7, or 14.8 of these License Terms; or (b) materially breaches any other provision of these License Terms or the Customer Agreement and fails to cure the breach within thirty (30) days after receiving written notice to do so.
- 13.2 **BY CUSTOMER.** Customer may terminate the subscription and associated license rights at any time by (a) stopping use of the Product; (b) permanently deleting the Downloaded Content and Derivatives thereof (excluding Data Derivatives, which are owned by Customer) from all devices and systems and destroying any copies on disk; and (c) certifying to DigitalGlobe in writing that it has ceased use of the Product and that all copies of all Downloaded Content and Derivatives thereof (excluding Data Derivatives, which are owned by Customer) have been deleted or destroyed; however, Customer is still responsible for paying all license fees in full.
- 13.3 **EFFECT OF TERMINATION.** Upon expiration or termination of these License Terms, Customer will stop use of the Product; however, Customer may continue to use any Downloaded Content licensed on a perpetual basis and Derivatives thereof in accordance with and subject to those terms of these License Terms that apply to the use of Downloaded Content. Upon termination of these License Terms in accordance with Section 13.1 or 13.2 of these License Terms, Customer will (a) stop use of the Product; (b) permanently delete the Downloaded Content and Derivatives thereof (excluding Data Derivatives, which are owned by Customer) from all devices and systems and destroy any copies on disk; and (iii) within ten (10) days following termination or expiration, certify to DigitalGlobe in writing that all copies of all Downloaded Content and Derivatives thereof (excluding Data Derivatives, which are owned by Customer) have been deleted or destroyed. The expiration or termination of these License Terms does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.
- 13.4 **SURVIVAL.** The duties and obligations of the parties under Sections 2.1(c), 4.2(b), 5.2, 7, 8, 9, 10, 11, 12, 13.3, 13.4 and 14 of these License Terms will survive expiration or termination of these License Terms.
14. **GENERAL TERMS**
- 14.1 **ENTIRE AGREEMENT.** These License Terms, together with the Customer Agreement, constitute the entire agreement between the parties with respect to use of the Product and supersede all previous and contemporaneous agreements, understandings and arrangements, whether oral or written.
- 14.2 **ASSIGNMENT.** Customer may not transfer or assign any of its rights or delegate any of its obligations under these License Terms, in whole or in part and including any transfers by operation of law, without the prior written consent of DigitalGlobe. Any attempted assignment or transfer in violation of this Section will be null and void. These License Terms will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- 14.3 **AMENDMENT.** Except as set forth in Section 6 of these License Terms, these License Terms may be amended or supplemented only by a writing that refers to these License Terms and that is signed by both parties.
- 14.4 **WAIVER.** The failure or delay by a party to require performance of any provision of these License Terms does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
- 14.5 **SEVERABILITY.** If any provision of these License Terms is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.
- 14.6 **COMPLIANCE WITH LAWS.** Customer is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and these License Terms, and agrees to comply with all these laws, regulations and other

legal requirements including, without limitation, the Foreign Corrupt Practices Act of the United States of America and the Convention on Combating Bribery of Foreign Government Officials.

- 14.7 INTERNATIONAL TRADE COMPLIANCE.** The Product is subject to the customs and export control laws and regulations of the United States, Canada and any country in which the Product is manufactured, received or used, including, without limitation, the Export Administration Regulations and the International Traffic in Arms Regulations. Customer will comply with these laws, regulations and rules in the performance of its obligations under these License Terms. Further, Customer will not provide the Product to blocked, prohibited or restricted individuals and entities as required by the U.S. Department of Treasury Office of Foreign Assets Control (“OFAC”), including, without limitation, the Denied Persons List, Unverified List and Entity List. Customer will not knowingly do business with criminal organizations, terrorist organizations or other people or groups, either directly or indirectly, that are likely to use the Product for purposes that are illegal or adverse to the interests of the United States Government or DigitalGlobe generally. Customer will provide DigitalGlobe with the assurances and official documents that DigitalGlobe may request periodically to verify Customer’s compliance with these License Terms.
- 14.8 DATA PROTECTION.** If Customer’s use of the Product will involve the Processing of Personal Data, Customer will comply at all times with applicable laws, regulations and other legal requirements. Customer will ensure that it has in place a privacy policy that provides transparent communication of the Processing activities and the rights of Data Subjects. Additionally, Customer will employ adequate technical and organizational security measures to protect Personal Data against a personal data breach.
- 14.9 GOVERNING LAW AND DISPUTE RESOLUTION.** All matters arising out of or relating to these License Terms will be governed by and construed under the laws and using the method of dispute resolution indicated below, based upon where Customer is domiciled:

If Customer is domiciled in:	The governing law is:	Any suit, action or proceeding arising out of or relating to these License Terms must be:
A country in North America, South America or Central America	New York and controlling United States federal law	Instituted in the United States District Court for the Southern District of New York or the state courts located in New York, New York
China, Hong Kong or Taiwan	Hong Kong law	Referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Center (“HKIAC”) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration will be Hong Kong.
Japan	Japanese law	Referred to and finally resolved by arbitration administered by the London Court of International Arbitration (“LCIA”) under the LCIA Rules in force when the notice of arbitration is submitted. The seat of arbitration will be London.
Korea or Mongolia	Hong Kong law	Referred to and finally resolved by arbitration administered by the London Court of International Arbitration (“LCIA”) under the LCIA Rules in force when the notice of arbitration is submitted. The seat of arbitration will be London.
Australia, New Caledonia, New Zealand or South Pacific Islands	Laws of New South Wales, Australia	Instituted in the state and federal courts located in Sydney, Australia.
All other countries in the Asia Pacific region	Singapore law	Referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) under the Arbitration Rules of the SIAC in force when the notice of arbitration is submitted. The seat of arbitration will be Singapore.
A country in Europe, Middle East or Africa	Laws of England and Wales	Referred to and finally resolved by arbitration administered by the London Court of International Arbitration (“LCIA”) under the LCIA Rules in force when the notice of arbitration is submitted. The seat of arbitration will be London.

Each party irrevocably submits to the exclusive jurisdiction of the applicable court set forth above. However, each party will have the right at any time to seek a temporary or permanent injunction or other equitable remedy or relief in any court having subject matter jurisdiction anywhere in the world. With respect to arbitration, there will be one arbitrator and the proceedings will be conducted in English. The party or parties prevailing in any legal actions, arbitration or other proceeding relating to these License Terms, whether in arbitration, at trial or upon appeal, will be entitled to recover reasonable attorneys’ fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these License Terms.

14.10 **NOTICES.** All notices of termination or breach must be in writing in English and addressed to the other party's legal department. The email address for notices sent to DigitalGlobe is [legalservices@digitalglobe.com](mailto:legalservices@digitalglobe.com). Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.

14.11 **CONTROLLING LANGUAGE.** These License Terms are drafted in the English language only. English will be the controlling language in all respects, and all versions of these License Terms in any other language are for accommodation only and will not be binding on the parties.

## 15. DEFINITIONS

**"Affiliate"** means any legal entity controlling, controlled by or under common control with a party, where "control" means (a) the ownership of at least fifty percent (50%) of the equity or beneficial interest of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such party by any means.

**"Annual Gigabyte Allocation"** means that number of gigabytes of Content that Customer is entitled to view, stream and/or download in a Contract Year, as set forth in the applicable Customer Agreement.

**"Authorized User"** means an employee or Contractor that is authorized by Customer or a Group Member to use the Product.

**"Certified Reseller"** means a reseller authorized by DigitalGlobe to resell licenses to use the Product.

**"Commercial Purpose"** means redistribution, retransmission or publication in exchange for a fee or other consideration, which may include, without limitation: (a) advertising; (b) use in marketing and promotional materials and services on behalf of a customer, client, employer, employee or for Customer's benefit; (c) use in any materials or services for sale or for which fees or charges are paid or received; and (d) use in any books, news publication or journal.

**"Content"** means all Imagery Products, Information Products, Tasking Products and other imagery and/or data, including Third Party Content, licensed or made available by DigitalGlobe on the DigitalGlobe Platform or included in the Product.

**"Contractor"** means an individual contracted by Customer or a Group Member, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Customer or Group Member.

**"Contract Year"** means that 12-month period beginning on the Start Date and each subsequent 12-month period.

**"Customer"** means that individual, legal entity or government agency that has purchased a license to use the Product either directly from DigitalGlobe or from a Certified Reseller.

**"Customer Agreement"** means (a) with respect to a Customer that purchases a license to use the Product from DigitalGlobe directly, that agreement consisting of the applicable Order Confirmation and Product Terms and Conditions, which reference these License Terms; and (b) with respect to a Customer that purchases a license to use the Product from an Certified Reseller, that agreement between the Certified Reseller and Customer pursuant to which Customer receives a license to the Product.

**"Customer Content"** means shapefiles, KML files, software, applications, tools, algorithms, models, methods or other data.

**"Data Derivative"** means, generally, a Derivative of the Content that does not contain any imagery data or metadata from the Content and is irreversible and uncoupled from the imagery or other data in the source Content. With respect to each type of Content, the Data Derivatives are described in Section 2.3 of these License Terms.

**"Data Subject"** means an identifiable natural person.

**"Derivative"** means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to a Content, including, without limitation, reformatting of the Product into a different format or media from which it is delivered to Customer; any addition or extraction of data, information or other content to or from the Product; or any copy or reproduction of the Product.

**"DigitalGlobe Platform"** means a technology platform provided by DigitalGlobe, including the computer hardware, software and all other resources, upon which applications, processes or other technologies can be hosted and/or developed, used by DigitalGlobe to make the Product available to, and usable by, Customer via the Internet, including, without limitation, DigitalGlobe Cloud Services.

**"Disabling Device"** means any computer software, code or device, including any Virus, intended for or capable of disrupting, disabling, harming or otherwise impeding in any matter the operation of, or providing unauthorized access to, the DigitalGlobe Platform or the Product.

**"Downloaded Content"** has the meaning set forth in Section 2.1(b) of these License Terms.

**"EarthWatch"** means the subscription product known as EarthWatch, which is comprised of Imagery Products and other Content that are delivered via a DigitalGlobe Platform, as set forth in the applicable Customer Agreement.

**“EarthWatch Premium”** means that combination of Content and features known as “EarthWatch Premium,” as described in the Product Specification. If Customer is subscribing to EarthWatch Premium, it will be designated in the Customer Agreement.

**“EarthWatch Standard”** means that combination of Content and features known as “EarthWatch Standard,” as described in the Product Specification. If Customer is subscribing to EarthWatch Standard, it will be designated in the Customer Agreement.

**“Group Member”** means (a) a single Affiliate of Customer; or (b) a single government agency that is part of the same government level as Customer, to which Customer sublicenses the Product(s) as permitted in Section 2.2 of these License Terms.

**“Imagery Products”** means the aerial photography, satellite imagery and other data owned or controlled by DigitalGlobe, including all metadata, that is accessible via the Product, as more specifically described in the Customer Agreement.

**“Information Products”** means an extracted data layer, shapefiles, vectors, summary, analysis or other report, dataset or other information that may include excerpts of satellite imagery or aerial photography. For example, Ecopia Building Footprints Powered by DigitalGlobe, Human Landscape and Imagery Analysis Reports are Information Products.

**“Intellectual Property Rights”** means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, technology, methods, processes, information and technology.

**“Internal Use”** means utilization of the Product and permitted Derivatives solely for the internal business purposes of Customer or Group Member, as applicable, (subject to those restrictions set forth in Section 5 of these License Terms) and not for any Commercial Purpose.

**“License Terms”** has the meaning set forth in the Preamble.

**“Order Confirmation”** means that agreement or other document prepared by DigitalGlobe that sets forth the Product(s) DigitalGlobe offers to license to Customer and the related terms and that is presented to Customer for acceptance. A quotation that includes an estimated fee is not an Order Confirmation.

**“Personal Data”** means any information that directly or indirectly identifies a Data Subject, such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Processing”** means any operation that is performed on Personal Data, whether or not by automated means, such as collection, storage, alteration, use, dissemination or destruction.

**“Product”** means EarthWatch, including all Content and Tools, as described in these License Terms, the applicable Customer Agreement and Product Specification.

**“Product Specification”** means with respect to the Product, the description and specification published by DigitalGlobe and available at <https://www.digitalglobe.com/legal/information>.

**“Product Terms and Conditions”** means the Product Terms and Conditions pursuant to which DigitalGlobe provides the Product to Customer, available at <https://www.digitalglobe.com/legal/information>.

**“Renewal Term”** has the meaning set forth in Section 4.1 of these License Terms.

**“Start Date”** means the start date set forth in the Customer Agreement.

**“Tasking Product”** means an offering that allows Customer to designate when and where Imagery Products should be collected by a constellation of satellites.

**“Term”** means that period of time that Customer is entitled to use the Product, as set forth in the Customer Agreement and further defined in Section 4.1 of these License Terms. The period of time that Customer is entitled to use Downloaded Content and Derivatives thereof may be different, as set forth in Section 4.2 of these License Terms.

**“Third Party”** means any individual, corporation, limited liability company, partnership, other organization or government agency that is not a party to this Agreement and is not an Affiliate of DigitalGlobe.

**“Third Party Content”** means any content, software or other data that is owned by a Third Party and not owned by DigitalGlobe or its Affiliates.

**“Third Party Terms”** means those terms and conditions that apply to the use of Third Party Content.

**“Tools”** means all software, applications, APIs, tools, algorithms and other support resources made available by DigitalGlobe on the DigitalGlobe Platform or included in the Product.



**“Virus”** means any computer instructions, devices or techniques that can or were designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, alter, inhibit or maliciously shut down software and/or a computing environment.