

END USER LICENSE TERMS
EVALUATION LICENSE

Version D7-6-18

These Evaluation License terms (the "License Terms") apply to your use of the Products if you have licensed a Product subject to an Evaluation License 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. 120th Avenue, Westminster, Colorado 80234 USA, and Customer. These License Terms contain the general terms relating to Customer's access to and use of the Products. The applicable Customer Agreement sets forth the Product and additional terms related to Customer's use of the Product.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under an Evaluation License, you 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 11 below.

1. GRANT OF LICENSE.

1.1 ELEVATION PRODUCTS, IMAGERY PRODUCTS AND INFORMATION PRODUCTS. Subject to Customer's compliance with these License Terms and the applicable Customer Agreement, during the Term, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to allow an unlimited number of its Authorized Users to use and develop Derivatives of the Elevation Product, Imagery Product or Information Product internally for evaluation purposes only, including as follows:

- (a) to view the Product and create new imagery from the Product via formatting, editing, digitization, and/or data combination; and
- (b) extract geographic features, human-made features, persons or animals and related data from the Product via identification, measurement, and/or analysis.

1.2 SUBSCRIPTION SERVICE PRODUCTS. During the Term, DigitalGlobe will make the Subscription Service Product available to Customer solely to exercise the license rights granted below. Subject to Customer's compliance with these License Terms and the applicable Customer Agreement, during the Term, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to allow up to ten (10) of its Authorized Users to use the Subscription Service Product to view, stream and download Content, including using and developing Derivatives of the Content, internally for evaluation purposes only, including as follows:

- (a) to view the Content and create new imagery from the Content via formatting, editing, digitization, and/or data combination; and
- (b) extract geographic features, human-made features, persons or animals and related data from the Content via identification, measurement, and/or analysis.

In addition, Customer's use of the Subscription Service Product is subject to any restrictions on the permitted number of Transactions and/or Gigabyte Allocation set forth in the applicable Customer Agreement.

2 LICENSE TERM. The term of these License Terms and the Evaluation License for each Product will begin upon delivery of the Product to Customer or Certified Reseller, whichever occurs first, and will continue for that period of time set forth in the Customer Agreement, or if no period of time is designated, thirty (30) days, unless terminated as set forth in Section 9 below. The Term may be extended by DigitalGlobe, at its option, upon written notice to Customer.

3. RESTRICTIONS.

3.1 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 Section 1 above, Customer will not, and will not permit any Authorized User to:

- (a) Distribute, sublicense, rent, sell, lease or loan the Product or Derivatives to any Third Party;
- (b) Use the Product or Derivatives 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;
- (d) Alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product; or

- (e) Otherwise use or access the Product or any Derivative 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. Notwithstanding anything to the contrary contained in these License Terms, any Third Party Content included in a Product is subject to the terms and conditions of any end user license agreement or additional terms accompanying the Product and/or posted on DigitalGlobe's website.

3.2 DIGITALGLOBE PLATFORM. The Subscription Service Products are made available to Customer and its Authorized Users online via a DigitalGlobe Platform. The Subscription Service Products are 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 Subscription Service 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.
- (d) Changes. DigitalGlobe reserves the right, in its sole discretion, to add, exclude and discontinue any functionality and Content on the DigitalGlobe Platform or in a Subscription Service Product and to make changes and modifications in specifications, construction and design of the DigitalGlobe Platform and Subscription Service Products.

4. OWNERSHIP AND ATTRIBUTION. All right, title and interest in and to the Product, including all corrections, enhancements, or other modifications made by DigitalGlobe or any third party at DigitalGlobe's instruction, and all Intellectual Property Rights therein are the sole and exclusive property of DigitalGlobe or its suppliers, as applicable. Any permitted Derivatives of the Elevation Product, Imagery Products, Information Products or Content created by Customer pursuant to these License Terms may only be used by Customer in accordance with the use rights and restrictions set forth in Sections 1 through 3 of these License Terms applicable to Customer's use of the underlying Product. All rights not expressly granted to Customer in these License Terms are reserved by DigitalGlobe. Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed on or in the Products and will ensure that all notices are reproduced on all copies. All Derivatives must include the following copyright notice on or adjacent to the Derivative: [Product] © [YEAR] DigitalGlobe, Inc.

5. COMPLIANCE WITH LICENSE TERMS

- 5.1 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.
- 5.2 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 use of the Products. 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.
- 5.3 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 9 below. Customer must pay all invoices within thirty (30) days following the date of invoice.

6. 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 Products, including, without limitation, a violation by Customer of Section 10.6, 10.7 or 10.8 below.

7. **WARRANTY DISCLAIMER.** ALL PRODUCTS ARE 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 PRODUCTS WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.
8. **LIMITATION OF LIABILITY.** IN NO EVENT WILL DIGITALGLOBE 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 TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS EXCEED THE GREATER OF (a) THE FEES PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; and (b) ONE-HUNDRED UNITED STATES DOLLARS (US\$100.00). 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.
9. **TERMINATION.** Either party may terminate these License Terms and the Evaluation License upon written notice to the other party. Upon termination or expiration of these License Terms, Customer will (i) stop use of the Products and Derivatives; (ii) permanently delete the Products, any downloaded Content and Derivatives from all devices and systems and destroy any copies on disk; and (iii) upon the request of DigitalGlobe, certify to DigitalGlobe in writing that all copies of all Products and Derivatives 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.

10. GENERAL TERMS

- 10.1 **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.
- 10.2 **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.
- 10.3 **AMENDMENT.** Except for an extension of the term as provided in Section 2 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.
- 10.4 **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.
- 10.5 **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.
- 10.6 **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.
- 10.7 **INTERNATIONAL TRADE COMPLIANCE.** The Products are subject to the customs and export control laws and regulations of the United States and any country in which the Products are 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 Products 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 Products 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.

- 10.8 **DATA PROTECTION.** If Customer’s use of the Products 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.
- 10.9 **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.

- 10.10 **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. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.
- 10.11 **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.

11. 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.

“Authorized User” means an employee or Contractor that is authorized by Customer to use the Products.

“Certified Reseller” means a reseller authorized by DigitalGlobe to resell licenses to use the Products.

“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 Elevation Products, Imagery Products, Information Products and other imagery and/or data, including Third Party Content, licensed or made available by DigitalGlobe on the DigitalGlobe Platform or included in a Subscription Service Product.

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

“Customer” means that individual, legal entity or government agency that has purchased a license to use the applicable 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 Products 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 Products from an Certified Reseller, that agreement between the Certified Reseller and Customer.

“Data Subject” means an identifiable natural person.

“Derivative” means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to the Product, 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 a Subscription Service Product and other Products 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, DigitalGlobe Cloud Services or Subscription Service Products.

“Elevation Product” means a Product comprised of data sets, vectors and other data that depicts elevations, depths, building heights, 3D renderings of objects on the surface of the earth or other three dimensional features, as more specifically described in a Customer Agreement. Elevation Products include DEMs, DSMs, DTMs, TINs, Point Cloud elevation models, contour lines and surface mesh (including, without limitation, 3D and building models, bathymetry and sea floor mapping).

“Evaluation License” means that license granted by DigitalGlobe to Customer, as described in these License Terms.

“Gigabyte Allocation” means that number of gigabytes of Content that Customer is entitled to view, stream and/or download during the Term of the subscription for a Subscription Service Product, as set forth in the applicable Customer Agreement.

“Imagery Products” means a Product that is aerial photography or satellite imagery owned or controlled by DigitalGlobe, including all metadata, as more specifically described in a 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, as more specifically described in a Customer Agreement. For example, Ecopia Building Footprints Powered by DigitalGlobe and Human Landscape 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.

“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 Products 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 that Elevation Product, Imagery Product, Information Product or Subscription Service Product licensed by Customer, as set forth in the applicable Customer Agreement.

“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>.

“Subscription Service Product” means a Product that is comprised of Imagery Products and other Content and Tools that are delivered via DigitalGlobe Cloud Services on a subscription or transactional basis, as more specifically described in a Customer Agreement. The EarthWatch service, Basemap service and FirstLook service are Subscription Service Products.

“Term” means that period of time that Customer is entitled to use the Product, as set forth in Section 2 above.

“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.

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

“Transaction” means a transaction to access a defined size through a Subscription Service 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 processing environment.