

**GROUP LICENSE**  
**组许可**

Version 版本 A2-28-15

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By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under a Group License, you, on behalf of Customer and its Group Members, 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 13 below.

签署或以其他方式表明接受客户协议或者下载、访问或使用依据组许可而获授权使用之任何产品，视为阁下，代表客户及其组成员，接受并同意受本许可条款约束。如果阁下是代表公司、其他法律实体或政府机关签订本许可条款，则阁下声明阁下有权利令该实体受本许可条款之条款及条件约束。本许可条款中使用之定义术语具体含义见下文第 13 条。

**1. GRANT OF LICENSE.** 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 (a) to use and develop Derivatives of the Products as permitted in Section 2 below solely for Customer’s Internal Use; and (b) to store, access, reproduce and display the Products and permitted Derivatives solely for Customer’s Internal Use. In addition, Customer may display an extract of the Product or a permitted Imagery Derivative on a public website in a non-extractable and non-downloadable manner as follows:

**许可授予。** 受限于客户于许可有效期内遵守本许可条款及相关客户协议，包括但不限于支付一切相关费用，DigitalGlobe 授予客户非独占、不可转让的受限许可，许可其不限数量授权用户 (a) 仅为客户之内部使用目的而使用和开发下文第 2 条所准许之产品的衍生作品；并 (b) 仅为客户之内部使用目的存储、访问、复制及展示产品及获准许衍生品。此外，客户亦可以下列无法选取且无法下载方式在公共网站展示产品提取信息或获准许影像衍生品：

(i) on one domain name;  
在一个域名上；

(ii) 2048 x 2048 pixels;  
2048 x 2048 像素；

(iii) at a resolution no better than resolution of imagery in the Product;  
分辨率不超越与产品影像之分辨率；

(iv) .png, .tif, .tiff, .gif, .jpg, .jpeg, .jpe, .jfif, .bmp, .pdf; or any format without geo-referencing information;  
.png、.tif、.tiff、.gif、.jpg、.jpeg、.jpe、.jfif、.bmp、.pdf；或任何不具备地理参照信息之格式；

(v) only collection date/time, vehicle, and band combination metadata can be published with the extract; and  
仅采集日期/时间、运载工具及波段组合元数据能够与提取信息一起发布；及

(vi) properly attribute the imagery to DigitalGlobe as required in Section 7 below.  
按下文第 7 条规定将影像妥为归于 DigitalGlobe。

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.

客户负责确保其授权用户遵守本许可条款，且客户对其授权用户之行为或不作为负责。

**2. USE AND DEVELOPMENT RIGHTS.** The license granted to Customer in Section 1(a) above includes the following use and development rights:

**使用和开发权利。** 上文第 1(a)条授予客户之许可包括下列使用及开发权利：

- (a) **VIEW.** Customer may view the Products and create new imagery from the Products via formatting, editing, digitization, and/or data combination (each, an “Imagery Derivative”); and  
**查看。** 客户可以查看产品并借助格式化、编辑、数字化及/或数据组合从产品创作新的影像（每一项称为“影像衍生品”）；及
- (b) **ANALYSIS.** Customer may extract geographic features, human-made features, persons or animals and related data from the Products via identification, measurement, and/or analysis (each, a “Feature Derivative”).  
**分析。** 客户可以借助识别、测量及/或分析从产品提取地理特征、人造特征、人或动物以及相关数据（每一项称为“特征衍生品”）。

**3. SUBLICENSE RIGHTS.** Customer may sublicense to its Group Members the same rights granted to Customer in Sections 1 and 2 above. Accordingly, each Group Member and its Authorized Users may exercise the rights granted in Sections 1 and 2 for its own Internal Use. If Customer licenses the Products under a “Group License 1 to 5,” Customer and up to four other Group Members may use the Products; if Customer licenses the Products under a “Group License >5,” Customer and an unlimited number of its Group Members may use the Products. Customer is responsible for documenting each Group Member to which it sublicenses the Products, 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 Products 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. Customer is not permitted to switch Group Members during the Term; if Customer wants to sublicense the Products to more Group Members than permitted under the license it purchased, Customer must purchase an upgrade to its Group License that covers all of the Group Members that are using the Products.

**再许可权利。** 客户可向其组成员再许可上文第 1 和 2 条授予客户之相同权利。因此，各组成员及其授权用户可为其自身内部使用行使第 1 和 2 条授予之权利。如果客户依据“组许可 1 至 5”授权许可使用产品，则客户及最多四个其他组成员可以使用产品；如果客户是依据“组许可 >5”授权许可使用产品，则客户及不限数量组成员均可使用产品。客户负责记录其再许可使用产品之各组成员，且在 DigitalGlobe 提出要求时，客户必须向 DigitalGlobe 提供各组成员名称和地址。此外，客户负责与各组成员签订包含与本许可条款相同之条款及条件的再许可协议。客户应确保各组成员遵守本许可条款并对其组成员涉及产品之一切行为或不作为或者任何违反本许可条款之行为负责；组成员或其授权用户违反本许可条款视为客户违约。客户不得在许可有效期内调换组成员；如果客户有意将产品再许可给超过其所购买许可准许数量之组成员使用，则客户必须购买并升级其组许可，以涵盖所有使用产品之组成员。

#### **4. ADDITIONAL LICENSE RIGHTS. 其他许可权利。**

**4.1 EDUCATION LICENSE RIGHTS.** If Customer licenses the Products pursuant to the Education Discount, in addition to the rights set forth in Section 1 above, during the Term, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to use the Product for research purposes.

**教育许可权利。** 如果客户依照教育优惠获授权使用产品，除上文第 1 条所规定权利外，DigitalGlobe 还授予客户一项非独占、不可转让受限许可，授权将产品用于研究用途。

**4.2 FEDGOV LICENSE RIGHTS.** If Customer licenses the Products pursuant to the FedGov Discount, during the Term, DigitalGlobe grants to Customer and its FedGov End User the following license rights:

**联邦政府许可权利。** 如果客户依据联邦政府优惠获授权使用产品，在许可有效期内，DigitalGlobe 授予客户及其联邦政府终端用户下列许可权利：

- (a) If Customer is a Prime Contractor, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to (i) sublicense the Products to one FedGov End User or (ii) create a value added derivative of the Products and sublicense the derivative to one FedGov End User. The license rights set forth in Sections 1 through 3 will apply to the FedGov End User and not the Prime Contractor; the Prime Contractor is responsible for entering into a sublicense agreement with the FedGov End User that includes terms and conditions that are the same as these License Terms. In addition, the FedGov End User is granted the NextView License Rights; provided, however, that if the FedGov End User wants to provide the Products to other permitted governmental agencies, it must purchase a Group License covering that number of governmental agencies to which it will provide the Products.

如果客户是总承包商，DigitalGlobe 授予客户一项非独占、不可转让受限许可，授权（i）将产品再许可给一个联邦政府终端用户或者（ii）创作产品的增值衍生品并将该衍生品再许可给一个联邦政府终端用户。第 1 条至第 3 条所规定之许可权利适用于该联邦政府终端用户，不适用于总承包商；总承包商负责与联邦政府终端用户签订包含与本许可条款相同之条款及条件的再许可协议。此外，联邦政府终端用户获授予 NextView 许可权利；但前提是如果联邦政府终端用户欲向其他获准许政府机关提供产品，则其必须购买足以覆盖相应数量政府机关的组许可。

- (b) If Customer is a FedGov End User, DigitalGlobe grants to Customer the NextView License Rights; provided, however, that if the FedGov End User wants to provide the Products to other permitted governmental agencies, it must purchase a Group License covering that number of governmental agencies to which it will provide the Products.

如果客户是联邦政府终端用户，DigitalGlobe 授予客户 NextView 许可权利；但前提是如果该联邦政府终端用户欲向其他获准许政府机关提供产品，则其必须购买足以覆盖相应数量政府机关的组许可。

**4.3 NGO/GDO LICENSE RIGHTS.** If Customer licenses the Product pursuant to the NGO/GDO Discount, in addition to the display rights set forth in Section 1 above, during the Term, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to publish extracts of the Product or a permitted Imagery Derivative to supplement text or newsworthy events in a hardcopy,

broadcast or electronic format in publications, on a website, in a video/movie or other similar media, subject to the same formatting restrictions and requirements set forth in Section 1 above.

**非政府组织 / 全球发展组织许可权利。**如果客户是依据非政府组织 / 全球发展组织优惠获授权使用产品，除上文第 1 条所载展示权利外，在许可有效期内，DigitalGlobe 授予客户一项非独占、不可转让受限许可，许可按照上文第 1 条所载格式限制和要求在出版物、网站、电视/电影或其他类似媒介发布产品提取信息或获准许影像衍生品以补充文字或具有新闻价值的活动。

- 5. LICENSE TERM.** The Term of the Group License for each Product will begin upon delivery of the Product to Customer or Certified Reseller, whichever occurs first, and will continue perpetually or for a one-year term, as set forth in the Customer Agreement, unless terminated as set forth in Section 12 below. However, upon expiration of each one-year term, the license Term will automatically renew and Customer will be invoiced for the applicable license fees under the Customer Agreement, unless Customer notifies DigitalGlobe or Certified Reseller at least thirty (30) days prior to the end of the then current Term that Customer does not want to renew the license.

**许可有效期。**每一项产品的组许可有效期于产品交付客户或认证经销商（以较早发生者为准）时开始，长期有效或有效期一年，具体以客户协议规定为准，惟依照下文第 12 条规定终止的除外。但是，每一次一年有效期期满时，许可有效期将自动续期且客户会被依据客户协议收取相应许可费，除非客户在该有效期结束前提前至少三十（30）天告知 DigitalGlobe 或认证经销商客户无意续签该许可。

- 6. 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 1 through 4 above, Customer will not, and will not permit any Group Member or Authorized User to:

**限制。**客户认可并同意产品为 DigitalGlobe 财产且包含 DigitalGlobe 有价值资产及专有信息。因此，除非上文第 1 至 4 条明确准许，否则客户不得且不得允许任何组成员或授权用户：

- (a) Distribute, sublicense, rent, sell, lease or loan the Product or Derivatives to any Third Party;  
向任何第三方分发、再许可、租借、出售、出租或出借产品；
- (b) Use the Products or Derivatives for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;  
为任何第三方经营需要，包括但不限于向任何第三方提供任何服务，使用产品或衍生作品；
- (c) Remove, bypass or circumvent any electronic or other forms of protection measure included on or with the Product;  
移除、绕开或规避产品所包含之任何电子或其他形式的保护措施；
- (d) Alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product; or  
更改、掩盖或移除产品内部或外表所包含之任何版权声明、版权管理信息或专有权说明；或者
- (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.  
以其他方式为任何非属本许可条款明示准许之目的，包括但不限于为商业目的，使用或访问产品或任何衍生作品。

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.

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- 7. OWNERSHIP AND ATTRIBUTION.** All right, title and interest in and to the Products, including all corrections, enhancements, or other modifications made by DigitalGlobe or any third party, and all Intellectual Property Rights therein are the sole and exclusive property of DigitalGlobe or its suppliers, as applicable. 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 by DigitalGlobe 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.

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## **8. COMPLIANCE WITH LICENSE TERMS 遵守许可条款**

- 8.1 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 12 below.

证明。经 DigitalGlobe 书面要求，且最多不超过每公历年一次，客户应证明其遵守依据本许可条款授予之许可。如果客户不能提供这一证明，则客户应本着真诚告知 DigitalGlobe 恰当的许可类型并汇出适当费用作为任何不遵守之补救措施。此外，DigitalGlobe 保留依据下文第 12 条因不遵守行为终止一切许可及本许可条款之权利。

- 8.2 **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, 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.

审核。DigitalGlobe 或其授权代表有权审核以确定客户对本许可条款及依据本许可条款授予之许可的遵守情况。客户应授予 DigitalGlobe 审核人员进入与客户（包括组成员）使用产品相关之经营处所、查阅与客户（包括组成员）使用产品相关之簿册和记录、接触与客户（包括组成员）使用产品相关之员工及/或承包商之权限。审核（a）要求至少提前三十（30）天书面通知；（b）次数不超过每公历年一次；（c）以三（3）年审核期为限，除非发现不遵守情况，届时审核期可以延长；（d）在合理营业时间进行；且（e）须遵守合理保密规定。

- 8.3 **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 12 below. Customer must pay all invoices within thirty (30) days following the date of invoice.

审核结果。如果审核结果发现不遵守情况，DigitalGlobe 可自行决定：（a）基于原许可授予时有效之 DigitalGlobe 标准收费收取任何其他到期应付许可费；（b）按下列较低利率确定自原付费到期日起利息费：（i）月息 1.5%；或者（ii）适用法律允许之最高利率；（c）如果额外费用超过审核期间支付费用的百分之五（5%），追偿审核费用；及（d）依据下文第 12 条终止本许可条款及 DigitalGlobe 许可。客户必须在账单日期起三十（30）天内支付所有账单。

9. **INDEMNIFICATION BY CUSTOMER.** Customer will defend, indemnify and hold DigitalGlobe harmless from and against any claims that may arise against DigitalGlobe or Certified Reseller out of Customer's use of the Products, including a violation by Customer of Section 13.5 or 13.6 below.

客户弥偿。如果因客户使用产品，包括客户违反下文第 13.5 或 13.6 条招致对 DigitalGlobe 或认证经销商提起任何索赔，客户应为 DigitalGlobe 辩护、弥偿 DigitalGlobe 并使之不受损害。

10. **LIMITED WARRANTY AND DISCLAIMER.** DigitalGlobe warrants to Customer only that the Products, as delivered by DigitalGlobe, will (a) be of the area of interest set forth in the applicable Customer Agreement; and (b) 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: (i) repair or replace the non-conforming Product; or (ii) refund all fees paid by Customer for the non-conforming Product. Any claim under this warranty must be made within thirty (30) days after delivery of the non-compliant 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. EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 10, THE 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.

有限保证及免责声明。DigitalGlobe 仅向客户保证 DigitalGlobe 所交付产品（a）是相关客户协议所规定之感兴趣区域；且（b）在所有实质性方面符合相关产品说明书。DigitalGlobe 对违反本保证的唯一义务及客户对违反本保证的唯一补救方法是对于 DigitalGlobe 而言，自行选择且自费用：（i）修理或更换不合格产品；或者（ii）退还客户就不合格产品支付的全部费用。依据本保证提起之任何索赔须在交付不合格产品后三十（30）天内提出。如果任何不合格情况是由 DigitalGlobe 以外的任何人对产品的任何事故、滥用、使用不当、误用或更改或者是由客户违反本许可条款所致，则本有限保证无效。除本第 10 条有明示保证外，产品是“按原样”提供，没有任何类别之明示、默示或法定保证，包括但不限于适销性、适用于特定用途、所有权、不侵犯或非盗用第三方知识产权权利、惯例、贸易、安静享用、信息、内容或结果准确、或者依据任何其他法律规定引起之条件的保证。DIGITALGLOBE 不保证产品是准确的、最新的或者完整的，不保证产品会满足客户的需要或预期，亦不保证产品的运行不会出现错误或者中断。此外，空间、光谱和时间精度亦不予保证。

11. **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 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.

责任限制。任何情况下，对于任何特殊、间接、附带、惩戒性、惩罚性或后果性损失，包括但不限于数据损失或损坏、数据不准确、预期收益或利润损失、停工或其他资产减值或商誉损失，不论是否可预见且不论一方是否已知该损失的可能性并且即使本许可条款或本许可条款项下任何有限补救措施的根本宗旨落空，DIGITALGLOBE 概不承担责任。任何情况下，DIGITALGLOBE 因产品引起或与之相关之责任总额不得超过客户为引起该索赔之产品所支付费用。前述限制适用于一切诉讼因由，总体而言包括但不限于违反合同、违反保证、弥偿、疏忽、严格责任、虚假陈述及其他侵权及法定权利要求。

**12. TERMINATION.** DigitalGlobe may terminate the Group License upon written notice to Customer if Customer or any Group Member materially breaches these License Terms or the Customer Agreement and fails to cure the breach within thirty (30) days after receiving written notice to do so. Customer may terminate the Group License at any time by (a) permanently deleting the Products and Derivatives from all devices and systems and destroying any copies on disk; and (b) certifying to DigitalGlobe in writing that all copies of all Products and Derivatives have been deleted or destroyed. Upon termination or expiration of the Group License, Customer will (i) stop of use of the Products and Derivatives; (ii) permanently delete the Products and Derivatives 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 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.

终止。如果客户或任一组成员实质性违反本许可条款或客户协议且未在收到书面通知后三十（30）天内纠正该违约行为，则 DigitalGlobe 可以书面通知客户终止组许可。客户可在任何时候以下列方式终止组许可（a）从所有设备和系统上永久删除产品及衍生作品并销毁任何磁盘拷贝；并（b）以书面形式向 DigitalGlobe 证明所有产品及衍生作品之一切拷贝均已删除或销毁。组许可终止或期满时，客户应（i）停止使用产品及衍生作品；（ii）从所有设备和系统上永久删除产品及衍生作品并销毁任何磁盘拷贝；并（iii）在终止或期满后十（10）天内，以书面形式向 DigitalGlobe 证明所有产品及衍生作品之一切拷贝均已删除或销毁。本许可条款期满或终止不解除任何一方在终止或期满生效日之前已生成之任何义务。

### 13. GENERAL TERMS 一般条款

**13.1 ENTIRE AGREEMENT.** These License Terms 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.

完整协议。本许可条款构成双方之间关于产品使用的完整协议，取代之前或同时达成之一切口头或书面协议、谅解及安排。

**13.2 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.

转让。未经 DigitalGlobe 事先书面同意，客户不得全部或部分转让其在本许可条款项下之任何权利或义务，包括依法进行之任何转让。任何违反本条规定试图转让之行为均无效。本许可条款对双方及其各自获准许继受人和受让人具有约束力，且以双方及其各自获准许继受人和受让人为受益人。

**13.3 AMENDMENT.** 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.

修订。本许可条款修订或补充必须采用提及本许可条款且由双方签字之书面文件。

**13.4 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.

弃权。一方未要求或迟延要求履行本许可条款任何规定不构成弃权。所有弃权必须采用书面形式并由弃权一方签字。一方在特定情况下放弃其任何权利或补救方法不得视为在之后的情况下也放弃该权利或补救方法或者放弃其他权利或补救方法。

**13.4 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.

可分割性。如果本许可条款任一条文无效、违法或不可强制执行，则该条文应视为重新陈述以使其在法律允许之最大范围内可强制执行且与无效条文的本意及经济学效益一致。

**13.5 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.

**遵守法律。**客户负责其自身对法律、法规及其他适用于其业务经营行为的法律规定及本许可条款的遵守，并同意遵守一切此等法律、法规及其他法律规定包括但不限于美国《海外反腐败法》（Foreign Corrupt Practices Act）和《反对行贿外国公职人员公约》（Convention on Combating Bribery of Foreign Government Officials。）。

**13.6 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 the Company generally. Customer will provide Company with the assurances and official documents that Company may request periodically to verify Customer’s compliance with these License Terms.

**国际贸易合规。**产品须遵守美国及产品生产、接收或使用所在国海关及出口管制法律法规，包括但不限于《出口管理条例》（Export Administration Regulations）和《国际武器贸易条例》（International Traffic in Arms Regulations）。客户应在履行其在本许可条款项下之义务时遵守此等法律、法规及规则。此外，客户不得将产品提供给美国财政部外国资产管理处（“OFAC”）规定封锁、禁止或限制个人及实体，包括但不限于《拒绝出口人员名单》（Denied Persons List）、《未经证实名单》（Unverified List）和《实体名单》（Entity List）。客户不得故意直接或间接与犯罪组织、恐怖组织或其他可能会将产品用于非法或者一般情况下对美国政府或公司利益不利之目的的其他人或团体。客户应向公司提供公司定期要求提供之用于核实客户遵守本许可条款的保证及正式文件。

**13.7 GOVERNING LAW AND DISPUTE RESOLUTION. 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:

**管辖法律与争议解决。**因本许可条款引起或与之相关之一切事宜应适用客户住所地法律并据之解释，同时应采用下列争议解决方法：

If Customer is domiciled in: 如果客户住所地位于：	<b>The governing law is:</b> <b>管辖法律为：</b>	<b>Any suit, action or proceeding arising out of or relating to these License Terms must be:</b> <b>因本许可条款引起或与之相关之任何诉讼、行动或程序必须：</b>
A country in North America, South America or Central America 北美、南美或中美洲国家	New York and controlling United States federal law 纽约及相关美国联邦法律	Instituted in the United States District Court for the Southern District of New York or the state courts located in New York, New York 向美国纽约南区联邦地区法院或者位于纽约州纽约市的州法院提起
China, Hong Kong or Taiwan 中国大陆、香港或台湾	Hong Kong law 香港法律	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. 提交并最终通过由香港国际仲裁中心（“HKIAC”）依据提交仲裁通知时有效之《HKIAC 机构仲裁规则》实施之仲裁解决。仲裁地为香港。
Japan, Korea or Mongolia 日本、韩国或蒙古	Hong Kong law 香港法律	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. 提交并最终通过由伦敦国际仲裁院（“LCIA”）依据提交仲裁通知时有效之《LCIA 规则》实施的仲裁解

If Customer is domiciled in: 如果客户住所地位于:	<b>The governing law is:</b> <b>管辖法律为:</b>	<b>Any suit, action or proceeding arising out of or relating to these License Terms must be:</b> <b>因本许可条款引起或与之相关之任何诉讼、行动或程序必须:</b>
		决。仲裁地为伦敦。
Australia, New Caledonia, New Zealand or South Pacific Islands 澳大利亚、新喀里多尼亚、新西兰或南太平洋群岛	Laws of New South Wales, Australia 澳大利亚新南威尔士法律	Instituted in the state and federal courts located in Sydney, Australia. 在位于澳大利亚悉尼的州和联邦法院提起。
All other countries in the Asia Pacific region 位于亚太地区的所有其他国家	Singapore law 新加坡法律	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. 提交并最终通过由新加坡国际仲裁中心 (“SIAC”) 依据提交仲裁通知时有效之《SIAC 仲裁规则》实施的仲裁解决。仲裁地为新加坡。
A country in Europe, Middle East or Africa 位于欧洲、中东或非洲的国家	Laws of England and Wales 英格兰和威尔士法律	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. 提交并最终通过由伦敦国际仲裁院 (“LCIA”) 依据提交仲裁通知时有效之《LCIA 规则》实施的仲裁解决。仲裁地为伦敦。

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.

每一方不可撤销地受上文所列相关法院专有审判权管辖。但是，每一方有权在任何时候向世界任何地方的任一对标的事项具有司法管辖权的法院寻求临时或永久性禁令或其他衡平法补救或救济。仲裁由独任仲裁员审理且程序以英文进行。在任何法律诉讼、仲裁或其他与本许可条款相关之程序中，不论仲裁、初审亦或上诉，胜诉一方或几方当事人，除其可能有权采取之任何其他救济外，有权追偿合理的律师费及产生之其他费用及开销。双方同意《联合国国际货物销售合同公约》（United Nations Convention on Contracts for the International Sale of Goods）不适用于本许可条款。

**13.8 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.

**通知。**所有终止或违约通知必须采用书面形式以英语书就并寄致另一方的法律部门。发送给 DigitalGlobe 的通知电子邮箱地址为 [legalservices@digitalglobe.com](mailto:legalservices@digitalglobe.com)。通知于收到时视为送达，以书面或自动回复或电子日志核实，视乎具体情况而定。

**13.9 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.

**基准语言。**本许可条款仅以英文书就。在所有方面均已英文为准，且本许可条款以任何其他语言制作之一切版本系仅为方便，不对双方具有约束力。

## 14. DEFINITIONS 定义

“Affiliate” means any legal entity controlling, controlled by or under common control with Customer, 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.

“**关联方**”指控制客户，受客户控制或者与客户处于同一控制下的任何法律实体，此处“控制”指（a）拥有该实体至少百分之五十（50%）股本或受益权；（b）投票或任命该实体董事会或其他管理机构过半数席位的权利；或者（c）以任何方式指挥或促成指挥该方管理及决策的权力。

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

“**授权用户**”指客户或组成员授权使用产品的员工或承包商。

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

“**认证经销商**”指 DigitalGlobe 授权转售产品使用许可的经销商。

“**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.

“**承包商**”指客户或组成员直接或通过咨询公司或其他实体签约之代表客户或组成员或者为客户或组成员利益提供服务的个人。

“**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.

“**客户**”指已经从 DigitalGlobe 直接购买或者已从认证经销商处购买相关产品使用许可之个人、法人实体或政府机关。

“**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 Quote and Product Terms and Conditions; 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.

“**客户协议**”（a）对于直接从 DigitalGlobe 购买产品使用许可的客户，指由相关订单和产品条款及条件构成的协议；和（b）对于从认证经销商处购买产品使用许可的客户，指认证经销商与客户之间的协议。

“**Commercial Purpose**” 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.

“**商业目的**”收费或为其他代价再分发、转发或发布，可能包括但不限于：（a）广告；（b）代表某客户、顾客、雇主、员工或为客户利益在市场营销及宣传材料和服务中使用；（c）用于对外销售或者需支付或收取费用的材料或服务。

“**Derivative**” means an Imagery Derivative or Feature Derivative.

“**衍生作品**”指影像衍生品或特征衍生品。

“**Education Discount**” means that discount that is extended to a Customer that is a university, college, technical training institute or school utilizing the Product solely for educational purposes.

“**教育优惠**”指适用于仅将产品用于教育用途的大学、学院、技术培训机构或学校客户的优惠。

“**Feature Derivative**” has the meaning set forth in Section 2(b) above.

“**特征衍生品**”定义见上文第 2(b)条。

“**FedGov Discount**” means that discount that is extended to a Customer that is an agency in the U.S. Federal government or a Prime Contractor that proves it is working on a project for the U.S. Federal government by providing a contractual document showing a U.S. Federal agency Contract Order No. or Task Order No., a USG research grant document or a letter (on U.S. government agency letterhead) from the U.S. government funding agency sponsor directing the academic institution or contractor to conduct the project activity and/or license Products using U.S. government funding.

“**联邦政府优惠**”指适用于身为美国联邦政府机构或者通过提供显示美国联邦机构合同订单号或任务订单号的合约文件、美国政府科研补助文件或美国政府资助机构赞助商出具的指定科研机构或承包商使用美国政府资金实施工程活动和/或授权许可产品的信函（以美国政府机构信笺书写）以证明其是在为美国联邦政府实施工程的总承包商的优惠。

“**FedGov End User**” means a single government agency in the Federal government of the United States that is a direct Customer or for which a Prime Contractor licenses Products.

“**联邦政府终端用户**”指身为直接客户或者总承包商授权许可使用产品的美国联邦政府单个政府机关。

“**FedGov Group**” means a Group comprised of a FedGov End User and its Group Members.

“**联邦政府组**”指由联邦政府终端用户及其组成员构成的组。

“**Group**” means the Licensed Entity and Group Members.

“**组**”指获得许可之实体和组成员。

“**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 Products as permitted in Section 3 above. However, with respect to a FedGov Group, a “Group Member” means a single government agency that is part of the U.S. Federal government or a foreign government agency that is part of a coalition including a FedGov End User.



“**组成员**”指 (a) 客户的某一家关联方；或者 (b) 客户按上文第 3 条所准许再许可使用产品的与客户属同一政府级别的某一家政府机关。但是，对于联邦政府组而言，“**组成员**”指隶属美国联邦政府或者属某联盟包括联邦政府终端用户成员之某外国政府机关。

“**Imagery Derivative**” has the meaning set forth in Section 2(a) above.

“**影像衍生品**”定义见上文第 2(a)条。

“**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.

“**知识产权权利**”指在任一司法管辖区的一切过去、现在及未来享有之商业秘密权利、专利权、版权、精神权利、合同权利、商标权、服务标志、及其他专有权利，包括对发明、软件、域名、技术诀窍、工艺、方法、工序、信息技术的权利。

“**Internal Use**” means utilization of Products and permitted Derivatives solely for the internal business purposes of Customer or Group Member, as applicable, and not for any Commercial Purpose.

“**内部使用**”指仅为客户或组成员（视乎具体情况而定）内部经营目的而不为任何商业目的使用产品及获准许衍生作品。

“**NextView License Rights**” means those license rights known as the NextView License Rights as set forth in that agreement between DigitalGlobe and the National Geospatial-Intelligence Agency, as a representative of the U.S. Federal government.

“**NextView 许可权**”指 DigitalGlobe 与作为美国联邦政府代表的国家地理空间情报局（National Geospatial-Intelligence Agency）之间的协议中载列为 NextView 许可权的许可使用权利。

“**NGO/GDO Discount**” means that discount that is extended to a Customer that is a non-governmental, non-profit organization or a global development organization, each that contributes to or participates in cooperation projects, education, training or other humanitarian, progressive or watchdog activities.

“**非政府组织 / 全球发展组织优惠**”指适用于促成或参与合作项目、教育、培训或其他人道主义、进步或监督活动的非政府公益组织或全球发展组织客户的优惠。

“**Prime Contractor**” means a Customer that has entered into a written agreement with a FedGov End User for the provision of Products or a derivative of Products and qualifies for the FedGov Discount.

“**Product Specification**” means with respect to each Product, the description and specification published by DigitalGlobe and available at [www.digitalglobe.com/terms-use](http://www.digitalglobe.com/terms-use).

“**总承包商**”指已经与联邦政府终端用户就提供产品或产品之衍生品签订书面协议并符合联邦政府优惠资格的客户。

“**Term**” means that period of time that Customer is entitled to use the Product, including the Downloaded Images, as set forth in Section 5 above.

“**有效期**”指上文第 5 条所规定之客户有权使用产品包括所下载影像的时段。

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

“**第三方内容**”指非属 DigitalGlobe 拥有的任何内容、软件或其他数据。