

EVALUATION LICENSE

Version A3-18-15

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1. GRANT OF LICENSE.

1.1 **IMAGERY 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 the Product, including as permitted in Section 2 of these License Terms, internally for evaluation purposes only.

1.2 **SUBSCRIPTION SERVICES PRODUCTS.** During the Term, DigitalGlobe will make the Product available to Customer solely to exercise the license rights grants 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 Product, including as permitted in Section 2 of these License Terms, internally for evaluation purposes only.

2. **USE AND DEVELOPMENT RIGHTS.** The license granted to Customer in Article 1 of these License Terms includes the following use and development rights provided that they are undertaken internally for evaluation purposes:

- (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
- (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").

3. **LICENSE TERM.** The term of 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 thirty (30) days, unless terminated as set forth in Section 11 below. The Term may be extended by DigitalGlobe, at its option, upon written notice to Customer.

4. **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 3 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.

5. **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, 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.

6. COMPLIANCE WITH LICENSE TERMS

- 6.1 **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.
- 6.2 **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.
- 6.3 **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 10 below. Customer must pay all invoices within thirty (30) days following the date of invoice.

7. **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 11.6 or 11.7 below.

8. **WARRANTY DISCLAIMER.** 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.

9. **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.

10. **TERMINATION.** Either party may terminate the Evaluation License upon written notice to the other party. Upon termination or expiration of the Evaluation License, Customer will (i) stop 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) 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.

11. GENERAL TERMS

11.1 **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.

11.2 **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.

- 11.3 **AMENDMENT.** Except for an extension of the term as provided in Section 3 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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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.
- 11.7 **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 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.
- 11.8 **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:

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, 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.

11.9 **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.

11.10 **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.

12. DEFINITIONS

"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.

"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 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.

"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.

"Derivative" means an Imagery Derivative (as defined in Section 2(a) above) or Feature Derivative (as defined in Section 2(b) above).

"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.

"Term" means that period of time that Customer is entitled to use the Product as set forth in Section 3 above.

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