

EVALUATION LICENSE

评估许可

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1. GRANT OF LICENSE. 许可授予。

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.

影像产品。 受限于客户遵守本许可条款及相关客户协议，在许可有效期内，DigitalGlobe 授予客户一项非独占、不可转让的受限许可，许可其不限数量授权用户仅为评估目的在内部使用产品，包括本许可条款下文第 2 条所准许使用。

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.

订阅服务产品。 许可有效期内，DigitalGlobe 将向客户提供产品仅用于行使下文授予之许可权利。在客户遵守本许可条款及相关客户协议情况下，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，许可其最多十（10）个授权用户仅为评估目的在内部使用产品，包括本许可条款第 2 条所准许使用。

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:

使用和开发权利。 本许可条款第 1 条授予客户之许可使用权包括下列使用及开发权利，但前提是这些权利须仅为评估目的在内部使用：

(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 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.

许可有效期。 每一项产品的评估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，有效期三十（30）天，惟依据下文第 11 条规定终止的除外，许可有效期可由 DigitalGlobe 自行选择经书面通知客户续期。

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:

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 3 条明确准许，否则客户不得且不得允许任何授权用户：

- (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 Product 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。

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.

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6. COMPLIANCE WITH LICENSE TERMS 遵守许可条款

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.

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。

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.

审核。DigitalGlobe 或其授权代表有权审核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使用产品相关之经营处所、查阅与客户使用产品相关之簿册和记录、接触与客户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。

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.

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 10 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。

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.

客户弥偿。如果因客户使用产品，包括客户违反下文第 11.6 or 11.7 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。

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.

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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。

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.

终止。任何一方均可书面通知另一方终止评估许可。评估许可终止或期满时，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 DigitalGlobe 提出要求时，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。

11. GENERAL TERMS 一般条款

- 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.

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。

- 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.

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。

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.

修订。除依据本许可条款第 3 条规定续期外，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。

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.

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。

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.

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效益一致。

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.

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。）。

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.

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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:

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：	The governing law is: 管辖法律为：	Any suit, action or proceeding arising out of or relating to these License Terms must be: 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：
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

If Customer is domiciled in: 如果客户住所地位于:	The governing law is: 管辖法律为:	Any suit, action or proceeding arising out of or relating to these License Terms must be: 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:
		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.

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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。

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.

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。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。

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.

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。

12. DEFINITIONS 定义

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

"授权用户"指客户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, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Customer.

"承包商"指客户直接或通过咨询公司或其他实体签约之代表客户或者为客户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" 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.

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

"衍生作品"指影像衍生品（定义见上文第 2(a)条）或特征衍生品（定义见上文第 2(b)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。

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

"有效期"指上文第 3 条所规定之客户有权使用产品的时段。

"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。