

PRODUCT TERMS AND CONDITIONS

Version C2-11-16

PLEASE READ THESE PRODUCT TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY DIGITALGLOBE PRODUCTS.

Your Order Quote and Statement of Work, if applicable, together with these Product Terms and Conditions are, collectively, your agreement for the license or purchase of DigitalGlobe products and services (the "Agreement"). This Agreement constitutes a legally binding contract between DigitalGlobe, Inc., a Delaware corporation with offices located at 1300 W. 120th Avenue, Westminster, Colorado 80234 USA ("DigitalGlobe"), and Customer, as identified in the applicable Order Quote.

By signing or otherwise indicating acceptance of an Order Quote referencing these Product Terms and Conditions or downloading, accessing or using any DigitalGlobe product or service, Customer is accepting and agreeing to be bound by this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to the terms and conditions of this Agreement. If you do not agree to the terms on the Order Quote or these Product Terms and Conditions, do not sign or otherwise accept an Order Quote and do not download, access or use any DigitalGlobe product or service.

If Customer has an existing formal written agreement with DigitalGlobe governing the products or services provided by DigitalGlobe in Customer's Order Quote, the terms in that agreement will supersede any contrary terms in these Product Terms and Conditions. Further, to the extent that any license terms embedded in a product are not consistent with this Agreement, the terms in this Agreement will supersede any contrary terms in any embedded text.

1. **DEFINITIONS.** Capitalized terms used in this Agreement are defined in [Exhibit B](#) or the [End User License Agreement](#).
2. **ORDER PROCESSING.**
 - 2.1 **ORDER FORMS.** Customer may order Products by completing an order form via the ordering process designated by DigitalGlobe from time to time. Following submission of an order form, DigitalGlobe will review the request and prepare an Order Quote.
 - 2.2 **ORDER QUOTE.** The Order Quote sets forth those Products DigitalGlobe offers to license or sell to Customer, the license type, the number of Authorized Users (if applicable) and the license fee as well as other information relating to Customer's order. Customer accepts an Order Quote by signing or otherwise indicating acceptance of an Order Quote (such as an email accepting the terms of the Order Quote) or by downloading, accessing or using any Product set forth on the Order Quote. Each Order Quote expires five (5) calendar days following the Quote Date; however, DigitalGlobe, in its sole discretion, may extend the expiration date of any Order Quote. If Customer accepts an Order Quote following the expiration date, that Order Quote will be effective and form part of the Agreement unless DigitalGlobe notifies Customer within five (5) calendar days that the Order Quote is rejected. Following acceptance by Customer of an Order Quote, Customer may only make changes to an Order Quote as set forth in Article 5 below. If any terms and conditions in an Order Quote are inconsistent with these Product Terms and Conditions, the terms and conditions in the Order Quote will govern. DigitalGlobe rejects any additional or inconsistent terms that may be included on Customer's purchase orders or otherwise submitted or referenced by Customer.
3. **PRODUCTS.** Customer is responsible for determining which Products best meet its needs. DigitalGlobe reserves the right to discontinue developing, producing, licensing or distributing any of the Products and to modify, replace or add to the Products at its discretion at any time.
 - 3.1 **PRODUCT LICENSES.** Products are licensed and not sold under this Agreement. With respect to each Product licensed by Customer, the applicable license type is set forth on the corresponding Order Quote.
 - (a) **Internal Use License, Group License 1 to 5, Group License >5 and Subscription Services License.** Products licensed under an Internal Use License, Group License 1 to 5, Group License >5 or Subscription Services License are subject to the terms and conditions set forth in the applicable License Terms, available at <http://www.digitalglobe.com/pages/license-terms>.
 - (b) **Base, Group, Enterprise and Enterprise Premium Licenses.** Products licensed under a Base, Group, Enterprise or Enterprise Premium license are subject to the terms and conditions set forth in the End User License Agreement, available at <http://www.digitalglobe.com/pages/end-user-license-agreement>. If any terms and conditions set forth in the End User License Agreement are inconsistent with this Agreement, the terms and conditions set forth in this Agreement will govern.
 - (c) **Deliverables.** Deliverables are licensed to Customer in accordance with those license rights set forth in the applicable Statement of Work.

- 3.2 **PRODUCT SPECIFIC TERMS AND CONDITIONS.** Additional terms and conditions applicable to specific Products are set forth in [Exhibit A](#).
4. **DELIVERY.**
- 4.1 **TIME OF DELIVERY.** Any delivery date and/or suggested end collection date set forth in an Order Quote is an estimate only. DigitalGlobe will not be liable if it fails to deliver a Product in accordance with a delivery date set forth in an Order Quote.
- 4.2 **METHODS OF DELIVERY.** Products will be delivered on DVD or external hard drive, via Electronic Delivery or via the DigitalGlobe Platform, as set forth in the applicable Order Quote. However, all Subscription Services are delivered via the DigitalGlobe Platform, and all Deliverables will be delivered as set forth in the applicable Statement of Work. All Products are deemed accepted upon delivery.
- (a) **DVD and External Hard Drive.** DVDs and external hard drives will be shipped FCA DigitalGlobe's facility (Incoterms® 2010). Accordingly, DigitalGlobe will deliver the Products cleared for export to the carrier; Customer authorizes DigitalGlobe to select the carrier unless Customer notifies DigitalGlobe in writing that it has nominated a specific carrier. Customer is responsible for all transportation fees as well as customs clearance in the destination country and any customs fees, duties and taxes; these fees, duties and taxes are not included in the Fees for the Products. Title to the Products (subject to the license rights granted to Customer) will pass to Customer at the port of entry of the destination country, prior to customs clearance.
- (b) **Electronic Delivery.** DigitalGlobe will notify Customer by email when the applicable Products are available for download by Customer from the designated site. That email will also include instructions on how to download the Products. Products made available to Customer via Electronic Delivery are deemed to be delivered when the notification email is sent by DigitalGlobe. Customer will have fourteen (14) days from the date of this notification to download the Products from the designated site, after which the Products will be removed from the site.
- (i) **Extension Requests.** During the original 14-day availability window, Customer may request one (1) extension of the time Products are available on the designated site free of charge. If Customer needs additional time to download the Products following the expiration of this extension, Customer must make an "Exact Copy Request" as described in Section 4.2(b)(ii) below.
- (ii) **Exact Copy Request.** If Customer fails to download the Products while they are available on the designated site, Customer may request that an exact copy of the Products be provided via Electronic Delivery, DVD or external hard drive. A processing fee will apply. Delivery of the exact copy is subject to standard delivery times as described in Section 4.1 above.
- (iii) **Errors.** If Customer is unable to download the Products from the designated site due to an error by DigitalGlobe, Customer must notify DigitalGlobe during the initial 14-day period or extension and provide DigitalGlobe with a description of the error and the orders affected. If DigitalGlobe determines that the error was caused by DigitalGlobe, DigitalGlobe will, at its option, either repost the affected Products to the site or deliver the Products to Customer via DVD or external hard drive, each at no additional cost to Customer.
- (c) **DigitalGlobe Platform.** The Subscription Services are made available to Customer and its Authorized Users online via the DigitalGlobe Platform. The Subscription Services are deemed to be delivered when Customer has been provided credentials to access the DigitalGlobe Platform and DigitalGlobe sends an email notifying Customer that the Products are available on the DigitalGlobe Platform.
- (i) **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.
- (ii) **Restrictions on Use.** Customer is responsible for Authorized Users' access and use of the DigitalGlobe Platform and compliance with this Agreement. 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.
- (iii) **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.

- (iv) **Changes.** DigitalGlobe reserves the right, in its sole discretion, to add, exclude and discontinue any functionality and Content on the DigitalGlobe Platform and to make changes and modifications in specifications, construction and design of the DigitalGlobe Platform.

5. **CANCELLATIONS.** Following acceptance of an Order Quote by Customer, an order may only be cancelled as follows:

Product	Time of Cancellation	Cancellation Fees
Imagery Products		
Standard & Fresh	After acceptance of Order Quote by Customer	100%
Tasking Products		
Select New Collection Tasking & Select Plus New Collection Tasking	Prior to any Successful Collection.	No charge.
	After any Successful Collection	100% of what is collected unless the Requested End Date has passed and the full collect has not been completed; however, if incremental delivery is requested, 100% of what is collected regardless
Single Shot Tasking	24 or more hours before access time	No charge.
	Less than 24 hours before access time	100%
Other Products		
Subscription Services	After acceptance of Order Quote by Customer	100%
Professional Services	After acceptance of Order Quote by Customer	100%

All cancellation fees will be invoiced by DigitalGlobe following cancellation. Customer will pay all cancellation fees as set forth in Article 6 below.

6. **FEES AND PAYMENT**

- 6.1 **FEES.** Customer will pay DigitalGlobe the applicable license, subscription, service and other fees for those Products licensed or purchased by Customer, as set forth in the applicable Order Quote or Statement of Work (collectively, "Fees"). In addition, Customer will reimburse DigitalGlobe for any expenses incurred in the performance of Professional Services on condition that any single expense or group of related expenses exceeding five-hundred U.S. Dollars (US\$500.00) will require Customer's prior written approval. Except as specifically set forth in this Agreement, all Fees are non-refundable.

- 6.2 **INVOICES.** DigitalGlobe will invoice Customer for Products as follows:

Product	Time for Invoice
Imagery Products	Upon delivery
Tasking Products	Upon delivery
Subscription Services	Upon delivery
Professional Services	As set forth in the applicable Statement of Work

- 6.3 **CREDIT ACCOUNT.** If Customer wishes to establish a credit account, Customer must complete a credit application and otherwise comply with DigitalGlobe's requirements for establishing a credit account. DigitalGlobe may revoke Customer's credit account at any time.
- 6.4 **PAYMENT.** If DigitalGlobe authorizes a credit account, Customer must pay all invoices within thirty (30) days following the date of invoice. If Customer does not have a credit account or DigitalGlobe determines that Customer's credit history and/or credit rating are not sufficient for the Order Quote, Customer may be required to pre-pay Fees, in which case Customer will be invoiced following acceptance of the Order Quote. All Fees are payable in US Dollars.

All past due amounts will accrue interest at the lower rate of: (a) 1.5% per month; or (b) the highest rate permissible under applicable law. In the event of non-payment, DigitalGlobe reserves the right to suspend all current orders and any Subscription Services and refuse future orders until all past due amounts have been paid.

- 6.5 **TAXES.** All Fees do not include any sales, use, value-added, foreign withholding or other taxes, duties, fees, excises or tariffs imposed on the licensing, sale or use of the Products (collectively, "Taxes"). Customer is responsible for, and if applicable will reimburse DigitalGlobe within thirty (30) days of request, all Taxes and any related penalties, except for taxes imposed on DigitalGlobe's net income. If Customer is required to withhold Taxes from payments, the amount due and payable to DigitalGlobe must still equal the Fees that would otherwise be payable had the Taxes not been withheld, and Customer must provide DigitalGlobe with a receipt or other acceptable documentation from the applicable taxing authority evidencing the payment of the Taxes.

7. COMPLIANCE WITH LICENSE TERMS

- 7.1 **Certification.** Upon DigitalGlobe's written request, and not more than once per calendar year, Customer will certify its compliance with licenses granted under this Agreement. 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 this Agreement for non-compliance in accordance with Section 11.2 below.
- 7.2 **Audit.** DigitalGlobe or its authorized representative will have the right to perform an audit to determine Customer's compliance with this Agreement 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.
- 7.3 **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 in accordance with Section 6.4 above; (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 this Agreement and the DigitalGlobe licenses in accordance with Section 11.2 below. Customer must pay all invoices within thirty (30) days following the date of invoice.

8. INTELLECTUAL PROPERTY.

- 8.1 **TITLE AND OWNERSHIP.** 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 this Agreement are reserved by DigitalGlobe.
- 8.2 **PROPRIETARY RIGHTS NOTICES.** 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: [Product] © [YEAR] DigitalGlobe, Inc.
- 8.3 **THIRD PARTY CONTENT.** Notwithstanding anything to the contrary contained in this Agreement, 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.
- 8.4 **NO TRADEMARK LICENSE.** Except as required in Section 8.2, Customer may not use the trademarks, service marks, trade name, domain name or other source identifiers of DigitalGlobe without the express written consent of DigitalGlobe.

9. LIMITED WARRANTIES AND DISCLAIMER.

- 9.1 **LIMITED WARRANTY FOR IMAGERY PRODUCTS.** DigitalGlobe warrants the Imagery Products as set forth in the applicable [License Terms](#) or [End User License Agreement](#).
- 9.2 **LIMITED WARRANTY FOR PROFESSIONAL SERVICES.** DigitalGlobe warrants to Customer that it will perform the Professional Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner. DigitalGlobe's sole obligation and Customer's exclusive remedy for a breach of this warranty is for DigitalGlobe to re-perform the non-conforming services. If after a reasonable number of attempts, DigitalGlobe is unable to provide the Professional Services in compliance with the warranty, Customer may terminate the affected services. Any claim under this warranty must be made within thirty (30) days after delivery of the non-conforming Professional Services.
- 9.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY WARRANTED IN THE LICENSE TERMS, THE END USER LICENSE AGREEMENT OR THIS ARTICLE 9, 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.

10. **LIMITATION OF LIABILITY.**

10.1 **WAIVER OF CONSEQUENTIAL DAMAGES.** 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 THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

10.2 **CAP ON LIABILITY.** IN NO EVENT WILL DIGITALGLOBE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS AND THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM.

10.3 **DISCLAIMER.** 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.

11. **TERM AND TERMINATION.**

11.1 **TERM.**

- (a) **IMAGERY PRODUCTS AND SUBSCRIPTION SERVICES.** With respect to Imagery Products and Subscription Services, the Term of this Agreement commences upon acceptance of the Order Quote and continues until terminated as provided in Section 11.2 below. Customer's license and/or subscription to use the Imagery Products and/or Subscription Services will begin upon delivery of the applicable Product and continue for that period set forth in the applicable Order Quote, License Terms and/or End User License Agreement, unless earlier terminated as provided in Section 11.2 below.
- (b) **PROFESSIONAL SERVICES.** With respect to Professional Services, the Term of this Agreement commences upon acceptance by Customer of the Order Quote and Statement of Work and continues in full force and effect until (i) the Professional Services are completed or if Deliverables are being licensed, until expiration of the applicable license term; or (ii) until terminated as provided in Section 11.2 below, whichever occurs first.

11.2 **TERMINATION.**

- (a) **BY EITHER PARTY.** Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice from the non-breaching party.
- (b) **BY DIGITALGLOBE.** DigitalGlobe may suspend Customer's access to Subscription Services or terminate this Agreement, effective immediately upon written notice, if Customer fails to pay any portion of the Fees when due within ten (10) days after receiving written notice from DigitalGlobe that payment is past due. In addition, DigitalGlobe may suspend Customer's access to Subscription Services if Customer's usage exceeds the usage limits set forth in the applicable Product Specification. Fees will continue to accrue during any suspension.
- (c) **BY CUSTOMER.** Customer may terminate this Agreement at any time by (i) permanently deleting the Products and Deliverables, as applicable, from all devices and systems and destroying any copies on disk; and (ii) certifying to DigitalGlobe in writing that all copies of all Products and/or Deliverables, as applicable, have been deleted or destroyed. If Customer terminates this Agreement pursuant to this Section 11.2(c), Customer is still responsible for paying all Fees.

11.3 **OBLIGATIONS UPON TERMINATION.** Upon the termination or expiration of this Agreement: (a) Customer will, within ten (10) days, pay in full to DigitalGlobe all outstanding Fees; (b) all licenses and subscriptions will immediately terminate and Customer will immediately cease all use of the Products and Deliverables, as applicable; and (c) Customer must permanently delete the Products and Deliverables, as applicable, from all devices and systems and destroy any copies on disk. Within ten (10) days following termination or expiration, Customer must certify to DigitalGlobe in writing that all copies of all Products and/or Deliverables, as applicable, have been deleted or destroyed.

The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

11.4 **SURVIVAL.** The following Articles and Sections will survive the termination or expiration of this Agreement: Articles 6, 7, 8, 9, 10 and 12 and Sections 11.2 and 11.3, and any other provisions of this Agreement that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

12. **GENERAL TERMS.**

12.1 **ENTIRE AGREEMENT.** This Agreement, including the Order Quote, these Product Terms and Conditions, the [License Terms](#), the [End User License Agreement](#) and the Statement of Work, if applicable, constitutes the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to these transactions, whether oral or written. The titles and headings are for reference purposes only and will not limit the construction of this Agreement, which will be considered as a whole.

12.2 **AMENDMENT.** This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both parties.

12.3 **WAIVER.** The failure or delay by a party to require performance of any provision of this Agreement 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.

12.4 **SEVERABILITY.** If any provision of this Agreement 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.

12.5 **ASSIGNMENT.** Customer may not transfer or assign any of its rights or delegate any of its obligations under this Agreement, 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. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.

12.6 **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 this Agreement, 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.

12.7 **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 this Agreement. 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 DigitalGlobe's compliance with this Agreement.

12.8 **FORCE MAJEURE.** Except for Customer's obligation to make payment under this Agreement, neither party will be liable for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent the failure or delay is caused by or results from acts beyond that party's reasonable control, including, without limitation, acts of God, fire, earthquake, storm, flood, power outage, strike, war, act of terrorism, law, export control regulation, instructions of government authorities or judgment of a court (not arising out of breach by the party of this Agreement). The party suffering a force majeure event will promptly give notice to the other party, stating the period of time the occurrence is expected to continue.

12.9 **GOVERNING LAW AND DISPUTE RESOLUTION.** All matters arising out of or relating to this Agreement 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 this Agreement 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

If Customer is domiciled in:	The governing law is:	Any suit, action or proceeding arising out of or relating to this Agreement must be:
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 this Agreement, 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 this Agreement.

- 12.10 **EQUITABLE REMEDIES.** The parties agree that a breach or threatened breach by Customer of its obligations under this Agreement would give rise to irreparable harm to DigitalGlobe and that DigitalGlobe will be entitled to seek equitable relief (without any requirement to post bond), including injunctive relief or specific performance of the terms, in addition to any other remedy to which it is entitled at law or in equity.
- 12.11 **NOTICES.** Except for routine operational correspondence, all notices, demands, consents and other communications required or permitted to be given under this Agreement must be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when: (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally-recognized private carrier (e.g., Federal Express, DHL, etc.) (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to Customer at the address set forth in the Order Quote (or if none is specified, the address to which DigitalGlobe sends invoices) and for DigitalGlobe to 1300 W. 120th Avenue, Westminster, Colorado 80234, USA, or at another address as a party may designate in writing.
- 12.12 **CONTROLLING LANGUAGE.** This Agreement is drafted in the English language only. English will be the controlling language in all respects, and all versions of the Agreement in any other language are for accommodation only and will not be binding on the parties. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

EXHIBIT A
PRODUCT SPECIFIC TERMS AND CONDITIONS

1. PROFESSIONAL SERVICES.

- 1.1 **STATEMENTS OF WORK.** Customer and DigitalGlobe will enter into a Statement of Work that describes the Professional Services to be performed by DigitalGlobe. If any terms and conditions in a Statement of Work are inconsistent with this Agreement, the terms and conditions in the Statement of Work will govern. Following signing of a Statement of Work, Customer may request changes to the scope of the Professional Services by sending to DigitalGlobe a change request. DigitalGlobe will review the change request and notify Customer in writing of any financial or schedule change required to implement the change request. A change request will not be binding unless agreed to in writing by both parties.
- 1.2 **PLACE FOR PERFORMANCE.** DigitalGlobe will perform the Professional Services at DigitalGlobe's place of business unless otherwise set forth in the applicable Statement of Work. DigitalGlobe will have sole discretion to determine the manner, method and personnel assigned to perform the Professional Services.
- 1.3 **ACCESS.** Customer will provide DigitalGlobe personnel with the necessary access to information and systems as needed to perform the Professional Services. Customer warrants that it owns all right, title and interest in or to, or has full and sufficient right and authority to use in the manner contemplated by this Agreement, any hardware, software, applications, data or other materials or information made available by Customer to DigitalGlobe in connection with DigitalGlobe's performance of Professional Services.
- 1.4 **INTELLECTUAL PROPERTY RIGHTS.** DigitalGlobe owns all Intellectual Property Rights related to the Professional Services, the Deliverables and all related documentation, provided that upon full payment to DigitalGlobe of all amounts due from Customer pursuant to the Statement of Work, Customer will have those license rights set forth in the Statement of Work. All software, applications, tools, data and other materials owned by DigitalGlobe and used by DigitalGlobe in the performance of the Professional Services or incorporated into the Deliverables will belong exclusively to DigitalGlobe, whether or not they were specifically adapted by DigitalGlobe for use by Customer. Any concepts, ideas, know-how or techniques developed by DigitalGlobe, alone or jointly with Customer or others, while performing Professional Services under the Statement of Work will be the exclusive property of DigitalGlobe.

2. SUBSCRIPTION SERVICE PRODUCTS.

- 2.1 **SOFTWARE LICENSE.** Subject to the terms of this Agreement, DigitalGlobe grants to Customer during the Term a non-sublicensable, non-transferable, non-exclusive license to install and operate the Licensed Software only on hardware owned or operated on behalf of Customer solely in connection with Customer's use of the Subscription Service. Customer may make a reasonable number of copies of the Licensed Software for backup or maintenance purposes.
- 2.2 **ASSOCIATED COSTS.** Customer is responsible for all Internet, communication, hardware and other costs associated with the use of the Subscription Service.
- 2.3 **OVERAGE FEES UNDER THE TRANSACTION MODEL.** If Customer exceeds the number of transactions purchased, overage Fees, as set forth in the applicable Order Quote, will be invoiced on a monthly basis, and Customer will pay these Fees as set forth in Section 6.4 of the Product Terms and Conditions.
- 2.4 **PRODUCT CHANGES.** DigitalGlobe reserves the right, in its sole discretion, to modify the Content included in a Subscription Service.

3. TASKING PRODUCTS.

- 3.1 **DELIVERY OF COLLECTED IMAGERY.** With respect to Tasking Products, DigitalGlobe will deliver collected Imagery Products when fully collected, unless Customer elects to receive incremental deliveries. If Customer selects incremental deliveries, Customer will be invoiced following the delivery of each increment, and standard payment terms will apply; incremental deliveries are not subject to refund or return even if the entire area of interest is not fully collected by the Requested End Date.
- 3.2 **ESTIMATED DELIVERY DATE.** Customer understands and agrees that the "Estimated Delivery Date" set forth on an Order Quote represents an estimate of time by which new imagery will be collected and delivered to Customer. DigitalGlobe does not guarantee that the imagery will be collected on or before the Estimated Delivery Date, and DigitalGlobe will not be liable if it fails to deliver all or part of the ordered imagery on or before the Estimated Delivery Date.
- 3.3 **OPTIONS IF COLLECTION NOT COMPLETED.** With respect to Tasking Products, if DigitalGlobe fails to deliver all of the ordered imagery on or before the Requested End Date, the order will terminate unless Customer elects to extend the Requested End Date.

- (a) **REQUESTED END DATE AUTO EXTENSION.** Customer may elect to automatically extend the Requested End Date for a Select Tasking Product or Select Plus Tasking Product by (i) completing an election form that will apply to all orders placed under Customer's account; or (ii) checking the election box on the applicable order form. However, once Customer has completed an election form, the Requested End Date for all orders placed under Customer's account will be automatically extended until Customer notifies DigitalGlobe in writing that it is terminating auto extension of the Requested End Date for its account, regardless of the election Customer makes on an individual order form. If Customer elects to automatically extend the Requested End Date for a Tasking Product, DigitalGlobe will continue its collection efforts on each applicable order until the earliest to occur of (1) the order is fulfilled; (2) one year from the date of acceptance of the applicable Order Quote; and (3) Customer cancels the extension of the Requested End Date by notifying DigitalGlobe in writing.

EXHIBIT B
DEFINITIONS

“Agreement” means an Order Quote and Statement of Work, if applicable, together with these Product Terms and Conditions, the End User License Agreement and all exhibits.

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

“Content” means all Imagery Products, software, applications, APIs, tools, algorithms, metadata, shapefiles and other support files and other data licensed or made available by DigitalGlobe on the DigitalGlobe Platform or included in a Subscription Service.

“Customer” means that individual, entity or government agency identified as “Customer” on the applicable Order Quote.

“Deliverable” means any deliverable provided to Customer pursuant to a Statement of Work.

“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 of data, information or other content to the Product; or any copy or reproduction of the Product.

“DigitalGlobe Platform” means the computer hardware, software and all other resources used by DigitalGlobe to make the Subscription Services and other Imagery 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, the DigitalGlobe Platform or Subscription Services.

“Electronic Delivery” means an electronic delivery method including, without limitation, File Transfer Protocol (FTP), Signiant and Amazon S3.

“End User License Agreement” means that end user license agreement that sets forth the terms of use for Imagery Products, available at <https://www.digitalglobe.com/terms-use>.

“Estimated Delivery Date” means that date identified as the estimated delivery date in an Order Quote.

“Fees” has the meaning set forth in Section 6.1 above.

“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 an Order Quote.

“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.

“Licensed Software” means any software made available to Customer by DigitalGlobe.

“License Terms” means the Internal Use License Terms, Group License Terms, Subscription Services License Terms and Evaluation License Terms available at <https://www.digitalglobe.com/terms-use>.

“Order Quote” means that document prepared by DigitalGlobe that sets forth the Products DigitalGlobe offers to license or sell to Customer and the related terms and that is presented to Customer for acceptance. Following acceptance by Customer, the Order Quote along with these Product Terms and Conditions comprise the Agreement.

“Product(s)” means those products and services licensed or purchased by Customer, as set forth in an Order Quote, including without limitation, Imagery Products, Tasking Products, Subscription Services and Professional Services.

“Product Specification” means with respect to each Product, the description and specification published by DigitalGlobe and available at <https://www.digitalglobe.com/terms-use>.

“Professional Services” means implementation, processing, training and other professional services provided by DigitalGlobe, but specifically excluding Subscription Services.

“Quote Date” means the date an Order Quote is issued by DigitalGlobe, as set forth on the applicable Order Quote.

“Requested End Date” means the date on which DigitalGlobe will cease collection of imagery for a Tasking Product, as set forth on the applicable Order Quote and as may be extended in accordance with Section 3.3 of Exhibit A.

“**Statement of Work**” means a statement of work signed by both parties that sets forth the Professional Services to be provided by DigitalGlobe and related terms.

“**Subscription Service**” means a Product that is comprised of Imagery Products and other Content that are delivered via the DigitalGlobe Platform on a subscription or transactional basis. The Basemap service and FirstLook service are Subscription Services.

“**Successful Collection**” means a collect pursuant to an order for a Tasking Product that meets parameters specific on the applicable Order Quote, whether the order polygon is collected partially or in total.

“**Taxes**” has the meaning set forth in Section 6.5 above.

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

“**Term**” means the term of this Agreement.

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

“**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.