

## INTERNAL USE LICENSE

Version A2-24-15

These Internal Use License terms (the “License Terms”) apply to your use of the Products if you have licensed a Product subject to an Internal Use License either from DigitalGlobe, Inc. (“DigitalGlobe”) directly or from a Certified Reseller of DigitalGlobe. These License Terms are entered into by DigitalGlobe, whose principal place of business is 1601 Dry Creek Drive, Suite 260, Longmont, Colorado 80503 USA, and Customer. These License Terms contain the general terms relating to Customer’s access to and use of the Products. The applicable Customer Agreement sets form the terms on which Customer purchased the Internal Use License.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under an Internal Use License, you are accepting and agreeing to be bound by these License Terms. If you are entering into these License Terms on behalf of a company, other legal entity or government agency, you represent that you have the authority to bind that entity to the terms and conditions of these License Terms. Capitalized terms used in these License Terms are defined in Section 13 below.

**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:

- (i) on one domain name;
- (ii) 2048 x 2048 pixels;
- (iii) at a resolution no better than resolution of imagery in the Product;
- (iv) .png, .tif, .tiff, .gif, .jpg, .jpeg, .jpe, .jfif, .bmp, .pdf; or any format without geo-referencing information;
- (v) only collection date/time, vehicle, and band combination metadata can be published with the extract; and
- (vi) properly attribute the imagery to DigitalGlobe as required in Section 6 below.

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.

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

- (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. ADDITIONAL LICENSE RIGHTS.**

**3.1 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.

**3.2 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:

- (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.

(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.

3.3 **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.

4 **LICENSE TERM.** The term of the Internal Use 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 11 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.

5. **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 Products 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.

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.

6. **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.

## 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 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 11 below.

7.2 **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.

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 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 11 below. Customer must pay all invoices within thirty (30) days following the date of invoice.

- 8. 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 12.6 or 12.7 below.
- 9. 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 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.** 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.
- 11. TERMINATION.** DigitalGlobe may terminate the Internal Use License upon written notice to Customer if Customer 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 Internal Use 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 Internal Use 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.
- 12. GENERAL TERMS**
- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 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 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.

**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 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.

**12.8 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.

**12.9 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](mailto:legalservices@digitalglobe.com). Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.

**12.10 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.

**13. 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 a Certified Reseller, that agreement between the Certified Reseller and Customer.

**“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.

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

**“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.

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

**“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.

**“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.

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

**“Internal Use”** means utilization of Products and permitted Derivatives solely for Customer’s internal business purposes and not for any Commercial Purpose.

**“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.

**“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.

**“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).

**“Term”** means that period of time that Customer is entitled to use the Product as set forth in Section 4 above.

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