



END USER LICENSE TERMS SECUREWATCH® LICENSE

Version C11-18-19

These SecureWatch® license terms (the “License Terms”) apply to your use of the Product if you have licensed the SecureWatch service either from DigitalGlobe, Inc., a Maxar company (“DigitalGlobe”) directly or from a Certified Reseller of DigitalGlobe. These License Terms are entered into by DigitalGlobe, whose principal place of business is 1300 W. 120th Avenue, Westminster, Colorado 80234 USA, and Customer. These License Terms contain the general terms relating to Customer’s access to and use of the Product. The applicable Customer Agreement sets forth the terms pursuant to which Customer purchased its subscription to use the Product.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under an “SecureWatch License,” you, on behalf of Customer and its Group Members, if applicable, 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 14 of these License Terms.

1. **PRODUCT.** During the Term, DigitalGlobe will provide Customer with a subscription to the Product in accordance with the parameters set forth in the Customer Agreement, and the benefits and limitations set forth in the Product Specification.
2. **LICENSE RIGHTS**
 - 2.1 **GRANT OF LICENSE.** During the Term, DigitalGlobe will make the Product available to Customer and its Authorized Users solely to exercise the license rights granted below. Subject to Customer’s compliance with these License Terms and the applicable Customer Agreement, including payment of all applicable fees, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited fee-based license to allow its Authorized Users and Group Members to access the Product during the Term as follows:
 - (a) use the Product and access, evaluate, and use the Content via the Product solely for Customer’s and/or Group Member’s Internal Use;
 - (b) process, modify, enhance, adapt and create Derivatives of the Content via formatting; editing; digitization; data combination; or extraction of geographic features, human-made features, persons or animals and related data via identification, measurement and/or analysis and store, access, evaluate, use and reproduce those Derivatives solely for Customer’s and/or Group Member’s Internal Use, provided, however, that Data Derivatives (as defined in Section 2.3 of these License Terms) can be used for any and all purposes, subject to the attribution requirements set forth in Section 7 of these License Terms;
 - (c) Download Content to the extent permitted in the Product Specification;
 - (d) Store, use, make Derivatives of, and reproduce Downloaded Content only for Customer’s and/or Group Member’s Internal Use; and
 - (e) Display an extract of Downloaded Content (excluding Information Products and RADARSAT-2 Products), or a Derivative thereof, on a single public website in a secure, non-extractable and non-downloadable format that prohibits manipulation of any pixel or metadata contained in the Downloaded Content, as follows:
 - (i) on one domain name;
 - (ii) 2048 x 2048 pixels;
 - (iii) at a resolution no better than resolution of Content in the Product;
 - (iv) .png, .gif, .jpg, .jpeg, .jpe, .jfif, .bmp, .pdf; or any format without geo-referencing information (TIFF, NITF, GeoPDF, JP2 and JPEG2000 are not permitted);



(v) only collection date/time, vehicle, and band combination metadata can be published with the extract; and

(vi) properly attribute the imagery as required in Section 7 of the License Terms.

2.2. **SUBLICENSE RIGHTS.** During the term, Customer may sublicense the rights in Section 2.1 of these License Terms to Authorized Users and Group Members to use the Product during the Term. Customer is responsible for documenting each Group Member to which it sublicenses the Product (or any part thereof), and upon the request of DigitalGlobe, Customer must provide the name and address of each Group Member to DigitalGlobe. Customer will ensure that each Authorized User and Group Member complies with these License Terms. Customer will be liable for all acts and omissions of Authorized Users and Group Members relating to the Product, including any violation of these License Terms. A breach of these License Terms by an Authorized User or Group Member is deemed to be a breach by Customer.

2.3 **DATA DERIVATIVES.** "Data Derivatives" are those Derivatives that Customer is permitted to use for any and all purposes. With respect to each Content type, the following Derivatives are deemed to be "Data Derivatives":

(a) Imagery Products. Data Derivatives of Imagery Products are Derivatives of the Imagery Product that do not contain any imagery data or metadata from the source Imagery Product and are irreversible and uncoupled from the imagery data in the source Imagery Product. However, Data Derivatives of Imagery Products specifically exclude: orthorectified imagery; PAN, MS and PAN-Sharpener imagery; and Digital Elevation Models (DEM), Digital Surface Models (DSM), Digital Terrain Models (DTM), Triangulated Irregular Network (TIN) and Point Cloud elevation models (including, without limitation, 3D and building models, bathymetry and sea floor mapping).

(b) Tasking Products. Data Derivatives with respect to Tasking Products will be determined based upon the type of imagery collected. For example, if the Tasking Product results in the generation of an Imagery Product, then the permitted Data Derivatives for the Tasking Product are the same as those for the resulting Imagery Product.

(c) Any Other Content. There are no permitted Data Derivatives.

2.4 **OTHER CONTENT.**

(a) Third Party Content and Third Party Terms. Content may include Third Party Content that is subject to Third Party license terms, as set forth below and further described in the Product Specification for each Product Level. Notwithstanding anything to the contrary in these License Terms, if Customer's subscription includes access to Third Party Content, Customer understands and agrees that use of such Third Party Content is subject to the applicable Third Party Terms identified in the Product Specification. If there is any inconsistency between these License Terms and the terms and conditions of the applicable Third Party Terms, the Third Party Terms will apply to that Third Party Content.

(b) Customer Content. If Customer is enabled to upload and use certain Customer Content via the Product, Customer will not upload any Customer Content that it does not own or otherwise have a license to use the Customer Content on the Product. Customer's use of any Customer Content with the Product is subject to all applicable license, use and other rights and obligations relating to the Customer Content and Customer is solely responsible for the accuracy, quality, integrity, legality and appropriateness of the Customer Content used in connection with the Product and obtaining any consents or approvals necessary for using the Customer Content with the Product. Customer grants DigitalGlobe and its service providers the right to host, use, process, display and transmit any Customer Content uploaded to the Product and/or DigitalGlobe Platform solely to the extent necessary to provide the Product and perform DigitalGlobe's obligations under these License Terms. DigitalGlobe, at its discretion, may restrict Customer from uploading certain Customer Content to the Product and/or may require Customer to submit Customer Content to DigitalGlobe for evaluation and approval before permitting Customer Content to be uploaded to the Product.

3. **PRODUCT CHANGES.** During the Term, DigitalGlobe reserves the right to revise the Product Specification to reflect changes in, among other things, laws, rules, regulations, technology, industry practice, Product usage, and the availability of Third Party Content. Updates to the Product and Product Specification under this Section will not materially decrease the overall functionality of the Product during the Initial Term set forth in the Customer Agreement. Customer is responsible for all Internet, communication, hardware and other costs associated with



its Authorized Users' access to and use of the Product. New or revised Content and/or Tools that are made available to Customer as a part of its existing subscription may be subject to different use rights and restrictions. Customer understands and agrees that these revised terms will be communicated to Customer via email, posting in the Product or updating of these License Terms or the applicable Product Specification at www.digitalglobe.com and are effective upon this notice. New or revised Content and/or Tools that are made available to Customer at Customer's request may require Customer to affirmatively agree to new or revised terms and conditions in the form of an amendment to these License Terms or a new agreement.

4. TERM.

4.1 **SUBSCRIPTION TERM FOR PRODUCT.** The subscription term for the Product will begin on the Start Date and will continue for the Initial Term set forth in the Customer Agreement, unless terminated in accordance with Section 12 of these License Terms (the "Initial Term"). The Initial Term may consist of one or more Contract Years. Unless otherwise set forth in the Customer Agreement, upon the expiration of the Initial Term, the subscription term will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless otherwise set forth on the Customer Agreement. For each Renewal Term, Customer will be invoiced for the then-current commercial list price for the subscription, unless otherwise set forth in the Customer Agreement or Customer notifies DigitalGlobe, or DigitalGlobe notifies Customer, of its intent not to renew this subscription at least thirty (30) days prior to the expiration of the then current Term.

4.2 **LICENSE TERM FOR DOWNLOADED CONTENT.** If Customer's subscription permits Customer to download Content, the license term for the licenses granted under Section 2.1(d) and 2.1(e) is perpetual, unless otherwise set forth in the Customer Agreement or Product Specification.

5. RESTRICTIONS.

5.1 **DIGITALGLOBE PLATFORM.** The Product is made available to Customer and its Authorized Users online via a DigitalGlobe Platform. In most cases, Customer's account will be activated within five (5) business days following the Start Date. The Product is deemed to be delivered when Customer has been provided credentials to access the applicable DigitalGlobe Platform and DigitalGlobe sends an email notifying Customer that the Product is available on the DigitalGlobe Platform.

- (a) 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.
- (b) Restrictions on Use. Customer is responsible for Authorized Users' access and use of the DigitalGlobe Platform and compliance with these License Terms. 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.
- (c) 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.
- (d) Anonymous Data. DigitalGlobe may collect and use Anonymous Information and disclose it internally and to its third party service providers, to support and improve DigitalGlobe's operations, offerings, products, and services. DigitalGlobe may also use Anonymous Data for product marketing, research and development activities. Customer understands and agrees that DigitalGlobe owns all Anonymous Information and DigitalGlobe is not restricted from using or disclosing such Anonymous Data in any way.

5.2 **USE RESTRICTIONS.** Customer recognizes and agrees that the Product is the property of DigitalGlobe and contains valuable assets and proprietary information of DigitalGlobe and its suppliers, as applicable. Accordingly, except as expressly permitted in Sections 2 and 5 of these License Terms, Customer will not, and will not permit any Group Member or Authorized User to (i) distribute, sublicense, transfer, assign, rent, sell, lease, loan, make publicly available, publish or otherwise convey access to or use of the Product or Derivatives (other than Data Derivatives) to anyone other than Authorized Users; or (ii) use the Product or Derivatives (other than Data Derivatives) for the business needs of any Third Party, including without limitation, providing any services to any Third Parties.

In addition, Customer will not, and will not permit any Group Member or Authorized User to:

- (a) Store, post or process the Product, Content, Downloaded Content, or Derivatives (other than Data Derivatives) other than in a system that is made not accessible by the public through the use of sufficient information assurance measures;
- (b) Use the Product, Content, Downloaded Content, or Derivatives to improve the accuracy of any other satellite imagery via algorithmic processing or any other method;
- (c) With respect to Information Products accessible via the Product, use or attempt to use Information Product or Derivatives thereof to train machine learning algorithms for feature extraction or for any purpose;
- (d) Remove, bypass or circumvent any electronic or other forms of protection included on or with the Product;
- (e) Alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product;
- (f) Modify or use the Product, Content, Downloaded Content, Derivatives, or the DigitalGlobe Platform in any manner that infringes upon the Intellectual Property Rights of another entity, or violates any applicable laws;
- (g) Reverse engineer, disassemble, decompile or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Product or DigitalGlobe Platform is based to the extent this restriction is permitted by law;
- (h) Use the Product or DigitalGlobe Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
- (i) Interfere with the operation of the Product or DigitalGlobe Platform or attempt to access data or computing resources not belonging to or intended for Customer;
- (j) Use the Product, Content, Downloaded Content, or Derivatives for any activities where the use or failure of the Product could lead to death, injury, or property or environmental damage; or
- (k) Otherwise use or access the Product, Content, Downloaded Content, or Derivatives for any purpose not expressly permitted under these License Terms, including, without limitation, for Commercial Purposes.

5.3 **NO SCRAPING.** Customer is expressly prohibited from scraping or download Content in bulk, except to the extent permitted in the Product Specification and in accordance with Customer's applicable Product Level. If Customer's account generates a high volume of transactions, DigitalGlobe reserves the right to set transaction limits. DigitalGlobe also reserves the right to set other usage policies in the Product Specification.

6. OWNERSHIP.

6.1 PRODUCT, CONTENT AND DERIVATIVES.

- (a) DigitalGlobe. All right, title and interest in and to the Product (including all Content, Tools, and the DigitalGlobe Platform), and all corrections, enhancements, or other modifications made to the Product

by DigitalGlobe or any Third Party at DigitalGlobe's direction, and all Intellectual Property Rights therein are the sole and exclusive property of DigitalGlobe or its Affiliates or suppliers, as applicable.

- (b) Customer. All right, title and interest, including all Intellectual Property Rights, in and to enhancements or modifications made by Customer or a Group Member in the creation of a Derivative and any new material contributed by Customer or a Group Member in the creation of a Derivative, but specifically excluding preexisting materials or Intellectual Property owned by DigitalGlobe, its Affiliates, or its suppliers, as applicable (including, without limitation, Imagery Products integrated, referenced, recast, transformed or adapted in the Derivative), are the exclusive property of Customer or the Group Member, as applicable. However, notwithstanding the ownership rights of Customer or a Group Member in the enhancements, modifications and contributed materials, use of a Derivative by Customer or a Group Member is subject to the license and use restrictions set forth in Sections 2 and 5 of these License Terms. All rights not expressly granted to Customer in these License Terms are reserved by DigitalGlobe.

6.2 **FEEDBACK.** Customer may provide suggestions and comments regarding usability, bug reports, test reports or other feedback (collectively, "Feedback"), regarding the Product. Customer agrees that: (i) DigitalGlobe may freely use, disclose, reproduce, license, distribute and otherwise commercialize improvements resulting from the Feedback in any DigitalGlobe product, technology or service; and (ii) Customer obtains no Intellectual Property Rights in any improvements to the Product or other products, technology, or services resulting from the Feedback and hereby expressly waives any such claims.

7. **ATTRIBUTION.** Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed on or in the Product and will ensure that all notices are reproduced on all copies. All Downloaded Content and Derivatives (including Data Derivatives) must include the following copyright notice on or adjacent to the Downloaded Content or Derivative:

[Product] © [YEAR] Maxar Technologies.

Certain Third Party Content may be subject to additional attribution requirements, as set forth in the Product Specification.

8. **CERTIFICATION AND AUDIT.** Upon DigitalGlobe's written request, and not more than once per calendar year, Customer will certify its compliance with the Customer Agreement and these License Terms. Upon 30 days written notice and no more than once every twelve (12) months, DigitalGlobe may audit Customer's compliance with the Customer Agreement and these License Terms. Customer will cooperate with DigitalGlobe's audit and provide reasonable assistance and access to information and records. Audits will not unreasonably interfere with Customer's normal business operations and will be subject to reasonable confidentiality requirements. If an audit results in a finding of non-compliance, DigitalGlobe may, at its discretion: (a) invoice any additional Fees due with interest as set forth herein and recover the cost of the audit if additional Fees exceed five percent (5%) of the Fees paid during the audit period; and (b) terminate these License Terms in accordance with Section 12 of these License Terms. Customer must pay the invoices issued under this Section within 30 days following the date of invoice.

9. **INDEMNIFICATION BY CUSTOMER.** Customer will defend, indemnify and hold DigitalGlobe, its Affiliates and its suppliers harmless from and against any claims that may arise against DigitalGlobe, its Affiliates and its suppliers out of Customer's use of the Product, including, without limitation, a violation by Customer of the Customer Agreement or these License Terms.

10. **LIMITED WARRANTY AND DISCLAIMER.**

10.1 **LIMITED WARRANTY.** During the subscription Term, DigitalGlobe warrants that the Product ordered will perform materially in compliance with the 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) terminate the applicable license and refund all Fees paid by Customer for 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 the Customer Agreement, including these License Terms. Any claim under this warranty must be made within thirty (30) days following Customer's initial discovery of the non-conformity.

- 10.2 **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 10, THE PRODUCT IS 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. NEITHER DIGITALGLOBE NOR ITS AFFILIATES OR SUPPLIERS WARRANT THAT THE PRODUCT WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PRODUCT WILL MEET CUSTOMER’S NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.
11. **LIMITATION OF LIABILITY.** IN NO EVENT WILL DIGITALGLOBE, ITS AFFILIATES OR ITS SUPPLIERS 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 THE TOTAL LIABILITY OF DIGITALGLOBE, ITS AFFILIATES AND ITS SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. 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. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
12. **TERMINATION.** These License Terms will remain in effect with respect to the Product for the Term set forth in Section 4.1 of these License Terms and with respect to the Downloaded Content as set forth in Section 4.2 of these License Terms, unless in either case, the Term is earlier terminated in accordance with this Section 12.
- 12.1 **BY DIGITALGLOBE.** In addition to those termination rights set forth in Section 10 of these License Terms, DigitalGlobe may terminate the subscription and associated license rights upon written notice to Customer if Customer or any Group Member (a) breaches Sections 2, 5, 6, 7, 9, 13.6, 13.7, or 13.8 of these License Terms; or (b) materially breaches any other provision of these License Terms or the Customer Agreement and fails to cure the breach within thirty (30) days after receiving written notice to do so.
- 12.2 **BY CUSTOMER.** Customer may terminate the subscription and associated license rights at any time by (a) stopping use of the Product; (b) permanently deleting the Downloaded Content and Derivatives thereof (excluding Data Derivatives, which are owned by Customer) from all devices and systems and destroying any copies on disk; and (c) certifying to DigitalGlobe in writing that it and its Group Members have ceased all use of the Product and that all copies of Downloaded Content and Derivatives (excluding Data Derivatives, which are owned by Customer) have been deleted or destroyed; however, Customer is still responsible for paying all license fees in full.
- 12.3 **EFFECT OF TERMINATION.** Upon termination or expiration of these License Terms, Customer will immediately stop all use of the Product, Content, and Derivatives thereof (other than Data Derivatives), and will cause its Authorized Users and Group Members to do the same. 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. However, Customer may continue to use any Downloaded Content licensed on a perpetual basis and Derivatives thereof in accordance with and subject to those terms of these License Terms that apply to the use of Downloaded Content.
- 12.4 **SURVIVAL.** The duties and obligations of the parties under Sections 2.1, 4.2(b), 5.2, 6, 7, 8, 9, 10, 11, 12.3, 12.4 and 13 of these License Terms will survive expiration or termination of these License Terms.

13. GENERAL TERMS.

- 13.1 **ENTIRE AGREEMENT.** These License Terms, together with the Customer Agreement, 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.
- 13.2 **ASSIGNMENT.** Customer may not transfer or assign any of its rights or delegate any of its obligations under these License Terms, in whole or in part and including any transfers by operation of law, without the prior written consent of DigitalGlobe. Any attempted assignment or transfer in violation of this Section will be null and void. These License Terms will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- 13.3 **AMENDMENT.** Except as set forth 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.
- 13.4 **WAIVER.** The failure or delay by a party to require performance of any provision of these License Terms does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
- 13.5 **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.
- 13.6 **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.
- 13.7 **INTERNATIONAL TRADE COMPLIANCE.** The Product is subject to the customs and export control laws and regulations of the United States, Canada and any country in which the Product is 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 the Product 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 Product 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 Customer’s compliance with these License Terms.
- 13.8 **DATA PROTECTION.** If Customer’s use of the Product will involve the Processing of Personal Data, Customer will comply at all times with applicable laws, regulations and other legal requirements. Customer will ensure that it has in place a privacy policy that provides transparent communication of the Processing activities and the rights of Data Subjects. Additionally, Customer will employ adequate technical and organizational security measures to protect Personal Data against a personal data breach.
- 13.9 **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.

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:
Japan	Japanese 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.
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.

- 13.10 **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.
- 13.11 **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.

14. DEFINITIONS.

“**Affiliate**” means any legal entity controlling, controlled by or under common control with a party, where “control” means (a) the ownership of at least fifty percent (50%) of the equity or beneficial interest of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such party by any means.

“**Anonymous Information**” means usage statistics about device and use of the Product that does not specifically identify a customer or individual Authorized User, such as aggregated and analytics information about use of the Product. For the avoidance of doubt, Anonymous Information does not include Personal Data.

“**Authorized User**” means an employee or Contractor that is authorized by Customer or a Group Member to use the Product on behalf of Customer and/or Group Member, as applicable.

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

“**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.



“Content” means all Elevation Products, Imagery Products, Information Products, Tasking Products and other imagery and/or data, including Third Party Content, licensed or made available by DigitalGlobe on the DigitalGlobe Platform or included in, or made accessible via, the Product.

“Contract Year” means that 12-month period beginning on the Start Date and each subsequent 12-month period.

“Contractor” means an individual contracted by Customer or a Group Member, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Customer or Group Member.

“Customer Agreement” means (a) with respect to a Customer that purchases a license to use the Product from DigitalGlobe directly, that agreement consisting of the applicable Order Confirmation, any Supplemental Order Confirmation, and the Product Terms and Conditions, which reference these License Terms; and (b) with respect to a Customer that purchases a license to use the Product from a Certified Reseller, that agreement between the Certified Reseller and Customer pursuant to which Customer receives a license to the Product.

“Customer Content” means shapefiles, KML files, software, applications, tools, algorithms, models, methods or other data owned or controlled by Customer and used or stored by Customer in the Product or Map Based Application (as applicable).

“Customer” means that individual, legal entity or government agency that has purchased a license to use the Product either directly from DigitalGlobe or from a Certified Reseller.

“Data Derivative” means, generally, a Derivative of the Content that may be used for any and all purposes in accordance with Section 2.1(b) of these License Terms. With respect to each type of Content, the permitted Data Derivatives are described in Section 2.3 of these License Terms.

“Data Subject” means an identifiable natural person.

“Derivative” means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to Content, including, without limitation, reformatting of Content into a different format or media from which it is delivered to Customer; any addition or extraction of data, information or other content to or from Content; or any copy or reproduction of Content.

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"Product" means the subscription-based SecureWatch® service, including all Content and Tools, which is delivered via a DigitalGlobe Platform, as described in these License Terms, the applicable Customer Agreement and Product Specification.

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"Tools" means all software, applications, APIs, tools, algorithms and other support resources made available by DigitalGlobe on the DigitalGlobe Platform or included in the Product.

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