

## PRODUCT TERMS AND CONDITIONS

Version F1-28-19

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

**Your Order Confirmation, together with these Product Terms and Conditions and the applicable End User License Terms, are, collectively, your agreement for the license of DigitalGlobe Products (the “Agreement”). This Agreement constitutes a legally binding contract between DigitalGlobe, Inc., a Delaware corporation with offices located at 1300 W. 120<sup>th</sup> Avenue, Westminster, Colorado 80234 USA (“DigitalGlobe”), and Customer, as identified in the applicable Order Confirmation.**

**By signing or otherwise indicating acceptance of an Order Confirmation referencing these Product Terms and Conditions or downloading, accessing or using any DigitalGlobe Product, 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 Confirmation or these Product Terms and Conditions, do not sign or otherwise accept an Order Confirmation and do not download, access or use any DigitalGlobe Product.**

**If Customer has an existing formal written agreement with DigitalGlobe governing the Products provided by DigitalGlobe in Customer’s Order Confirmation, 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.
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 Confirmation.
  - 2.2 **ORDER CONFIRMATION.** The Order Confirmation sets forth those Products DigitalGlobe offers to license 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 Confirmation by signing or otherwise indicating acceptance of an Order Confirmation (such as an email accepting the terms of the Order Confirmation) or by downloading, accessing or using any Product set forth on the Order Confirmation. Unless otherwise set forth on the Order Confirmation, each unaccepted Order Confirmation expires thirty (30) calendar days following the date the Order Confirmation is created; however, DigitalGlobe, in its sole discretion, may extend the expiration date of any Order Confirmation. If Customer accepts an Order Confirmation following the expiration date, that Order Confirmation will be effective and form part of the Agreement unless DigitalGlobe notifies Customer within five (5) calendar days that the Order Confirmation is rejected. Following acceptance by Customer of an Order Confirmation, Customer may only make changes to an Order Confirmation as set forth in Article 5 below.
  - 2.3 **REGULATORY APPROVAL.** Customer understands that each Order Confirmation is subject to regulatory review after it is accepted by Customer. Accordingly, DigitalGlobe reserves the right to terminate any Order Confirmation upon notice via e-mail and without penalty if DigitalGlobe, in its sole discretion, determines that it is prohibited by law from fulfilling the order.
  - 2.4 **CONFLICTING TERMS.** If any terms and conditions in an Order Confirmation are inconsistent with these Product Terms and Conditions, the terms and conditions in the Order Confirmation will govern. Customer waives, and DigitalGlobe rejects, any additional or inconsistent terms that may be included on Customer’s purchase orders, vendor forms, supplier registration portal(s), 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 Product and to modify, replace or add to the Product at its discretion at any time. All or part of the Products distributed under this Agreement may be provided by an Affiliate of DigitalGlobe.
  - 3.1 **END USER LICENSE TERMS.** Products are licensed and not sold under this Agreement. With respect to each Product licensed by Customer, the license type is set forth in the applicable Order Confirmation. The End User License Terms that correspond to each license type are available at <https://www.digitalglobe.com/legal/information>. The applicable End User License Terms are incorporated by reference into this Agreement.

- 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 Confirmation 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 Confirmation.
- 4.2 **METHODS OF DELIVERY.** Products will be delivered on DVD or external hard drive, via Electronic Delivery or via a DigitalGlobe Platform, as set forth in the applicable Order Confirmation and/or Product Specification. 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 physical media (subject to the applicable End User License Terms granted to the Customer with respect to the Product) 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 Product is available for download by Customer from the designated site. That email will also include instructions on how to download the Product(s). 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 Platforms.** Subscription Services Products are made available to Customer and its Authorized Users online via a DigitalGlobe Platform. The Subscription Services Products are 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 Subscription Services 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, revise and discontinue any Content and/or Tools in the Product and on the DigitalGlobe Platform and to make changes and modifications in specifications, construction and design of the Product and DigitalGlobe Platform.
- (v) 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. **CANCELLATIONS**. Following acceptance of an Order Confirmation by Customer, an order may only be cancelled as follows:

Product	Time of Cancellation	Cancellation Fees
<b>General</b>		
All Products other than those Products specifically listed below	After acceptance of Order Confirmation by Customer	100%
<b>Tasking Products</b>		
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%

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 Confirmation (collectively, "Fees"). Except as specifically set forth in this Agreement, all Fees are non-refundable.

- (a) Subscription Services Products. Unless otherwise set forth in the applicable Order Confirmation, the fee applicable to any renewal term of a Subscription Services Product will be equal to DigitalGlobe's then current fee on the date of renewal. If, with respect to any Subscription Services Product, DigitalGlobe offers a promotional fee or discount, unless otherwise set forth in the applicable Order Confirmation, that fee or discount will only apply to the first 12-month period of the Term (and not to any subsequent 12-month period in a multi-year term or any renewals).

6.2 **INVOICES**. DigitalGlobe or its Affiliate will invoice Customer for Products upon delivery unless otherwise set forth in Section 6.4 below or in Exhibit A. However, with respect to Subscription Services Products, unless otherwise set forth in the applicable Order Confirmation, the fee for the first 12-month period of the term will be invoiced upon delivery, and the fee for any subsequent 12-month periods of the Term will be invoiced on or after the first day of the applicable 12-month period.

- 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 or its Affiliate authorizes a credit account, Customer must pay all invoices to DigitalGlobe or its Affiliate, as set forth in the applicable invoice, 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 Confirmation, Customer may be required to pre-pay Fees, in which case Customer will be invoiced following acceptance of the Order Confirmation. 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 Products 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. INTELLECTUAL PROPERTY.**
- 7.1 **TITLE AND OWNERSHIP.** All right, title and interest in and to the Product(s), including all corrections, enhancements, or other modifications made 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 suppliers, as applicable. Any permitted Derivatives of the Product(s) created by Customer pursuant to the End User License Terms may only be used by Customer in accordance with the use rights and restrictions set forth in the applicable End User License Terms for the underlying Product. All rights not expressly granted to Customer in this Agreement are reserved by DigitalGlobe.
- 7.2 **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. Unless otherwise stated in the applicable End User License Terms, all Derivatives must include the following copyright notice on or adjacent to the Derivative: [Product] © [YEAR] DigitalGlobe, Inc.
- 7.3 **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.
- 7.4 **NO TRADEMARK LICENSE.** Except as required in Section 7.2, Customer may not use the trademarks, service marks, trade name, domain name or other source identifiers of DigitalGlobe, or its Affiliates or suppliers, without the express written consent of DigitalGlobe.
- 8. COMPLIANCE WITH END USER LICENSE TERMS**
- 8.1 **CERTIFICATION.** Upon DigitalGlobe's written request, and not more than once per calendar year, Customer will certify its compliance with the licenses granted under 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 of this Agreement.
- 8.2 **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 and its Group Member's (if applicable) use of the Product. 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. However, with respect to any audit relating to MDA RADARSAT-2 Products required by applicable law, DigitalGlobe's audit rights are not limited by the foregoing restrictions.
- 8.3 **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 this Agreement and the DigitalGlobe licenses in accordance with Section 11.2(a) of this Agreement. Customer must pay these invoices within thirty (30) days following the date of invoice.

## 9. LIMITED WARRANTIES AND DISCLAIMER.

9.1 **LIMITED WARRANTY FOR PRODUCTS.** DigitalGlobe warrants the Products only as set forth in the applicable End User License Terms.

9.2 **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY WARRANTED IN THE END USER LICENSE TERMS 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. NEITHER DIGITALGLOBE NOR ITS SUPPLIERS 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, 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 THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

10.2 **CAP ON LIABILITY.** IN NO EVENT WILL THE TOTAL LIABILITY OF DIGITALGLOBE, ITS AFFILIATES AND ITS SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT(S) 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.** The Term of this Agreement commences upon acceptance of the Order Confirmation and continues until terminated as provided in Section 11.2 below. Unless otherwise set forth in the applicable Order Confirmation, Customer's license and/or subscription to use the Product will begin upon delivery of the applicable Product and continue for that period set forth in the applicable Order Confirmation or End User License Terms, unless earlier terminated as provided in the End User License Terms or Section 11.2 below.

### 11.2 TERMINATION.

(a) **By DigitalGlobe.** In addition to those termination rights set forth in the applicable End User License Terms, DigitalGlobe may terminate this Agreement and associated license rights upon written notice to Customer if Customer or any Group Member, if applicable, (a) breaches Section 3, 6, 7, 8, 12.6, 12.7, or 12.8 of this Agreement; (b) breaches any provision of this Agreement applicable to an MDA RADARSAT-2 Product; or (c) materially breaches any other provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice to do so. In addition, DigitalGlobe reserves the right to suspend Customer's access to Subscription Services Products 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. DigitalGlobe may also suspend Customer's access to Subscription Services Products if Customer's usage exceeds the usage limits set forth in the Order Confirmation or applicable Product Specification. Fees will continue to accrue during any suspension.

(b) **By Customer.** Customer may terminate this Agreement upon written notice if DigitalGlobe materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice from Customer. Customer

may terminate this Agreement and associated license rights at any time by (a) permanently deleting the Product and Derivatives from all devices and systems and destroying any copies on disk; and (b) certifying to DigitalGlobe in writing that all copies of the Product and Derivatives have been deleted or destroyed; however, Customer is still responsible for paying all Fees in full. Notwithstanding the foregoing, if this Agreement expires or is terminated for a reason other than a breach by Customer, Customer may retain Data Derivatives to the extent permitted in the applicable End User License Terms for the underlying Product.

- 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 Derivatives thereof; and (c) Customer must permanently delete the Products and Derivatives thereof 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 Derivatives 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 Confirmation, these Product Terms and Conditions, and the End User License Terms, 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. Unless explicitly stated otherwise in writing, any inconsistency in any documents that comprise this Agreement will be resolved by giving precedence in the following order: (1) the applicable End User License Terms; (2) the Order Confirmation; (3) these Product Terms and Conditions; and (4) any other documents referenced herein.
- 12.2 **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.
- 12.3 **AMENDMENT.** This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both parties.
- 12.4 **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.
- 12.5 **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.
- 12.6 **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 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 this Agreement. 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, Canadian 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 this Agreement.

12.8 **DATA PROTECTION.** If delivery, creation, or 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.

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
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	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 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 **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 will be sent to Customer at the address set forth in the Order Confirmation (or if none is specified, the address to which DigitalGlobe sends invoices). Notices to DigitalGlobe must be sent to (a) [legalservices@digitalglobe.com](mailto:legalservices@digitalglobe.com), if electronic; and (b) to 1300 W. 120<sup>th</sup> Avenue, Westminster, Colorado 80234, USA, if sent in hard-copy.

12.11 **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.

12.12 **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 or events beyond that party's reasonable control, including, without limitation: acts of God; fire; water damage; natural disaster (including earthquakes, storms, and floods); power or utility outages; strikes; war, military action, or act of terrorism; medical crisis or epidemic; a total or partial loss, malfunction, or failure of a satellite, ground station, or communications network, whether temporary or permanent; a change in law or regulation (including export control regulations); acts of government authorities; or an order 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.

- 12.13 **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.



**EXHIBIT A**  
**PRODUCT SPECIFIC TERMS AND CONDITIONS**

**1. SUBSCRIPTION SERVICES PRODUCTS.**

- 1.1 **SOFTWARE LICENSE.** If Customer purchases a license to a Subscription Service Product that requires the use of Licensed Software, then 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 Services Product. Customer may make a reasonable number of copies of the Licensed Software for backup or maintenance purposes.
- 1.2 **ASSOCIATED COSTS.** Customer is responsible for all Internet, communication, hardware and other costs associated with the use of the Subscription Services Product.
- 1.3 **OVERAGE FEES UNDER THE TRANSACTION MODEL.** If Customer purchases a license to a Subscription Service Product under a Transactional Model and the Customer exceeds the number of transactions purchased, overage Fees, as set forth in the applicable Order Confirmation, 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.
- 1.4 **PRODUCT CHANGES.** DigitalGlobe reserves the right, in its sole discretion, to modify the Content included in a Subscription Services Product.

**2. TASKING PRODUCTS.**

- 2.1 **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.
- 2.2 **ESTIMATED DELIVERY DATE.** Customer understands and agrees that the "Estimated Delivery Date" set forth on an Order Confirmation 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.
- 2.3 **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 Confirmation; and (3) Customer cancels the extension of the Requested End Date by notifying DigitalGlobe in writing.

## **EXHIBIT B 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.

**“Agreement”** means an Order Confirmation together with these Product Terms and Conditions, the End User License Terms and all exhibits.

**“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.

**“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 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 a Subscription Services Product.

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

**“Data Derivative”** means, generally, a Derivative of a Product that may be used for any and all purposes in accordance with the applicable End User License Terms.

**“Data Subject”** means an identifiable natural person.

**“Derivative”** means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to a Product, including, without limitation, reformatting of the Product 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 the Product; or any copy or reproduction of the Product. With respect to MDA RADARSAT-2 Products, an MDA RADARSAT-2 Derived Image Product created by an Authorized User from the MDA RADARSAT-2 Data Product is a Derivative.

**“DigitalGlobe Platform”** means a technology platform provided by DigitalGlobe, including the computer hardware, software, Tools, and all other resources, upon which applications, processes or other technologies can be hosted and/or developed, used by DigitalGlobe to make the Product available to, and usable by, Customer via the Internet, including, without limitation, DigitalGlobe Cloud Services and the Geospatial Big Data Platform.

**“Disabling Device”** means any computer software, code or device, including any Virus, intended for or capable of disrupting, disabling, damaging, destroying or otherwise harming or impeding in any manner the operation of, or providing unauthorized access to, a Product, Content, or a DigitalGlobe Platform.

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

**“Elevation Product”** means a Product that consists of data sets, vectors, or other information that depict or indicate elevation, depth, building heights, 3D renderings of objects on the surface of the earth, or other three dimensional features. Elevation Products include 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). Elevation Products exclude Information Products. Advanced Elevation Series, AW3D Elevation Series, AW3D Enhanced, AW3D Metro, AW3D Standard and AW3D Telecom are Elevation Products.

**“End User License Terms”** means the end user license terms available at <https://www.digitalglobe.com/legal/information>. End User License Terms include, without limitation, the Internal Use License, Group License, Subscription Services License, EarthWatch License, Evaluation License and Third Party license terms.

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

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

**“Group Member”** means (a) a single Affiliate of Customer; or (b) a single government agency that is part of the same government level as Customer, to which Customer sublicenses the Product to the extent permitted in the applicable End User License Terms.

**“Imagery Product”** means a Product that consists of aerial photography, satellite imagery and other imagery data owned or controlled by DigitalGlobe (other than MDA RADARSAT-2 Products), including all metadata.

**“Information Product”** means a Product that consists of extracted data layers, shapefiles, vectors, summary, analysis or other report, dataset or other information that may include excerpts of satellite imagery or aerial photography. For example, Ecopia Building Footprints Powered by DigitalGlobe, Human Landscape and Imagery Analysis Reports are Information Products.

**“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, methods, processes, information and technology.

**“Licensed Software”** means any software made available to Customer by DigitalGlobe in order to access a Subscription Services Product.

**“MDA RADARSAT-2 Data Product”** means satellite imagery produced by the RADARSAT-2 remote sensing space system owned by MDA Geospatial Services Inc. and operated by MDA and processed versions of this imagery produced by MDA that retain pixel information from the original radar image, including, without limitation, detected radar images obtained by processing Single-Look Complex Data to include geo-referencing, radiometric corrections and multi-looking information. MDA RADARSAT-2 Data Products do not contain or retain phase information.

**“MDA RADARSAT-2 Derived Image Product”** means a Derivative from a RADARSAT-2 Data Product that still contains all or substantially all of the pixel structure and information of the original RADARSAT-2 Data Product. RADARSAT-2 Derived Image Products do not contain or retain phase information. RADARSAT-2 Derived Image Products include without limitation: (a) any sub-sampled scenes, sub-scenes and imaggettes; (b) any products enhanced by basic image processing techniques including, without limitation, speckle-filtering, application of Look Up Table (LUT), histogram equalization or contrast stretching; (c) coloured composite image using multiple RADARSAT-2 scenes or sub-scenes; (d) non-orthorectified mosaics with or without a simple layout; (e) orthorectified scenes or sub-scenes derived from a Digital Terrain Elevation Data (DTED) Level 0 or 1 or 2 Digital Elevation Model (DEM) with or without a simple layout; (f) orthorectified mosaics derived from a DTED Level 0 or 1 or 2 DEM with or without a simple layout; (g) georeferenced radar maps which include, without limitation, index maps, mapsheet references, layout embedded names; (h) geocoded radar maps which include, without limitation, index maps, mapsheet references and layout embedded names; (i) orthorectified radar maps which include, without limitation, index maps, mapsheet references and layout embedded names; and (j) any orthorectified products performed with a DTED Level 0 or 1 or 2 DEM.

**“MDA RADARSAT-2 Product”** means an MDA RADARSAT-2 Data Product, MDA RADARSAT-2 Derived Image Product, or Single-Look Complex Data Product collected, created, or supplied by DigitalGlobe or MDA.

**“MDA”** means MDA Geospatial Services, Inc.

**“Order Confirmation”** means that agreement or other document prepared by DigitalGlobe that sets forth the Product(s) DigitalGlobe offers to license to Customer and the related terms and that is presented to Customer for acceptance. A quotation that includes an estimated Fee is not an Order Confirmation. Following acceptance by Customer, the Order Confirmation along with these Product Terms and Conditions and the End User License Terms, comprise the Agreement.

**“Personal Data”** means any information that directly or indirectly identifies a Data Subject, such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Processing”** means any operation that is performed on Personal Data, whether or not by automated means, such as collection, storage, alteration, use, dissemination or destruction.

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

**“Product(s)”** means those product(s) and/or service(s) licensed by Customer, as described in the Agreement and Product Specification, which may include, without limitation, Elevation Products, Imagery Products, Information Products, MDA RADARSAT-2 Products, Subscription Services Products, and Tasking Products.

**“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 Confirmation and as may be extended in accordance with Section 2.3 of Exhibit A.

“**SLC Data**” means Single-Look Complex Data, a formatted Product where signal data has been converted to a computer readable structure containing target phase and amplitude information and that has undergone processing that includes range and azimuth compression and Doppler focusing while retaining phase information.

“**Spotlight Beam Mode**” means the Spotlight Beam Mode as defined in the Product Specification for MDA RADARSAT-2 Data Products.

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

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

“**Tasking Product**” means a Product that allows Customer to designate when and where imagery or other data should be collected by a constellation of satellites.

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

“**Term**” means the term of this Agreement, as described in Section 11.1 above.

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

“**Third Party Product**” means a Product that is a product and/or service offered by a Third Party that is distributed by DigitalGlobe.

“**Third Party**” means any individual, legal entity, corporation, limited liability company, partnership, other organization or government agency that is not a party to this Agreement and is not an Affiliate of DigitalGlobe.

“**Tools**” means all software, applications, APIs, tools, algorithms and other support resources made available by DigitalGlobe on the DigitalGlobe Platform or included in a Subscription Services Product.

“**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.

-- END OF PRODUCT TERMS AND CONDITIONS --