

END USER LICENSE TERMS INTERNAL USE LICENSE

Version E1-28-19

These Internal Use License terms (the “License Terms”) apply to your use of a Product if you have licensed the Product subject to a 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 1300 W. 120th Avenue, Westminster, Colorado 80234 USA, and Customer. DigitalGlobe enters into these License Terms on behalf of itself and its Affiliate, MDA Geospatial Services Inc. (“MDA”). If you have licensed an MDA RADARSAT-2 Product, to the extent these License Terms apply to the use of that MDA RADARSAT-2 Product, references to DigitalGlobe will also mean MDA. 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 the Internal Use License.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under a Internal Use License, you, on behalf of Customer, 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. 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 to:

- (a) store, access, evaluate, use and reproduce the Product solely for Customer’s Internal Use;
- (b) process, modify, enhance, adapt and create Derivatives of the Product (including Data Derivatives as defined in Section 2.3 of these License Terms depending on the type of Product) via formatting, editing, digitization, data combination; or via 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 Internal Use; provided, however, that Data Derivatives can be used for any and all purposes, subject to the attribution requirements set forth in Section 7 of these License Terms; and
- (c) display an extract of the Product (excluding Information Products) or a Derivative thereof on a public website in a secure, non-extractable, and non-downloadable format that prohibits manipulation of any pixel or metadata contained in the Product or Derivative thereof and does not result in any revenue to Customer, 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, .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 these License Terms.

2. SUBLICENSE RIGHTS.

2.1 GENERALLY. Customer may not sublicense to any Third Party the rights granted to Customer in Section 1 of these License Terms. Customer will ensure that each Authorized User complies with these License Terms. Customer will be liable for all acts and omissions of its Authorized Users relating to the Product or any violation of these License Terms. A breach of these License Terms by an Authorized User is deemed to be a breach by Customer. If Customer wants to sublicense the Product to an Affiliate of Customer, Customer must purchase a Group License.

2.2 RESERVED.

2.3 DATA DERIVATIVES. “Data Derivatives” are those Derivatives created by Customer that Customer is permitted to use for any and all purposes. With respect to each Product type, the following Derivatives are deemed to be “Data Derivatives”:

- (a) Elevation Products. With respect to Elevation Products, a Data Derivative is a Derivative of the Elevation Product that does not contain any elevation, depth or height information from the source Elevation Product.

- (b) **Imagery Products.** With respect to Imagery Products, a Data Derivative is a Derivative of the Imagery Product that does not contain any imagery data or metadata from the source Imagery Product and is irreversible and uncoupled from the imagery data in the source Imagery Product. However, Data Derivatives specifically exclude the following Derivatives: 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).
- (c) **Information Products.** With respect to Information Products, there are no Data Derivatives.
- (d) **MDA RADARSAT-2 Products.** With respect to MDA RADARSAT-2 Products, a Data Derivative means a Derivative of the MDA RADARSAT-2 Product created by Customer that (i) is processed using interferometric processing techniques, such as interferograms, coherent change detection products or interferometric digital elevation models; or (b) does not retain any pixels of the source MDA RADARSAT-2 Product.
- (e) **Tasking Products.** With respect to Tasking Products, a Data Derivative will be determined based upon the type of Product 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.

3. ADDITIONAL LICENSE RIGHTS.

- 3.1 **EDUCATION LICENSE RIGHTS.** If Customer licenses a Product pursuant to the Education Discount, in addition to the rights set forth in Section 1 of these License Terms, during the Term, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to use the Product for research purposes.
- 3.2 **NGO/GDO LICENSE RIGHTS.** If Customer licenses a Product pursuant to the NGO/GDO Discount, in addition to the display rights set forth in Section 1 of these License Terms, during the Term, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to publish extracts of the Product or a Data 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 of these License Terms.

- 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 12 of these License Terms. 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. **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 1, 2, and 3 of these License Terms, Customer will not, and will not permit any Authorized User or other Third Party to:
 - (a) 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;
 - (b) 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;
 - (c) Store, post or process the Product 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;
 - (d) Use the Product or Derivatives to improve the accuracy of any other satellite imagery via algorithmic processing or any other method;
 - (e) With respect to Information Products, use or attempt to use the Information Product or Derivatives thereof to train machine learning algorithms for feature extraction or any other purpose;
 - (f) Remove, bypass or circumvent any electronic or other forms of protection included on or with the Product;
 - (g) Alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product;
 - (h) Modify or use the Product and Derivatives in any manner that infringes upon the Intellectual Property Rights of another entity or individual, or violates any applicable laws;

- (i) reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Product is based, but only to the extent this restriction is permitted by law; or
- (j) 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.

In addition, with respect to MDA RADARSAT-2 Products, Customer will not, and will not permit any Authorized User or other Third Party to:

- (1) Provide any SLC Data generated from Spotlight beam mode via a physical delivery protocol or an electronic delivery protocol unless the SLC Data are encrypted using an encryption software certified by NIST;
- (2) On its own, or permit any Third Party to, release or publish hardcopies of SLC Data in any beam mode or post such SLC Data on any publicly accessible network;
- (3) Further process SLC Data to generate any Derivative with an impulse response resolution in either range or azimuth finer than 2.0 meters for single- or dual-polarization modes or 6.0 meters for quad-polarization beam modes, where resolution is measured horizontally in the ground plane;
- (4) Further process, or permit any Third Party to further process, any MDA RADARSAT-2 Product generated from Spotlight Beam Mode to generate any Derivative with an impulse response resolution finer than 2.0 meters in range and 0.74 meters in azimuth, where resolution is measured horizontally in the ground plane; or
- (5) Generate, or permit any Third Party to generate, a Derivative using interferometric processing techniques from the MDA RADARSAT-2 Product containing SLC Data where the interval of collection between the two or more products is fewer than twenty-four (24) days.

6. OWNERSHIP. All right, title and interest in and to the Product and all corrections, enhancements, or other modifications to the Product 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. All right, title and interest, including all Intellectual Property Rights, in and to enhancements or modifications made by Customer in the creation of a Derivative and any new material contributed by Customer in the creation of a Derivative, but specifically excluding materials owned by DigitalGlobe or its suppliers (including, without limitation, Products integrated, referenced, recast, transformed or adapted in the Derivative) are the exclusive property of Customer. However, notwithstanding the ownership rights of Customer in the enhancements, modifications and contributed materials, use of a Derivative by Customer is subject to the license and use restrictions set forth in Sections 1, 2, 3 and 5 of these License Terms. All rights not expressly granted to Customer in these License Terms are reserved by DigitalGlobe.

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 Derivatives (including Data Derivatives) must include the following copyright notice on or adjacent to the Derivative:

- (a) DigitalGlobe Products. [Product] © [YEAR] DigitalGlobe, Inc., a Maxar company.
- (b) AW3D Enhanced, AW3D Metro, AW3D Standard and AW3D Telecom Products. [Product] © [YEAR] NTT Data Corporation.
- (c) Ecopia Building Footprints Powered by DigitalGlobe. Ecopia Building Footprints © [YEAR] Ecopia Tech Corporation. Imagery © [YEAR] DigitalGlobe, Inc.
- (d) MDA RADARSAT-2 Products. [Product] © [YEAR] MDA Geospatial Services Inc. Copyright in all MDA RADARSAT-2 Products is and will remain held by MDA Geospatial Services Inc. RADARSAT is an official mark of the Canadian Space Agency.

8. COMPLIANCE WITH 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 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 12.1 of these License Terms.

8.2 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 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 these License Terms and the DigitalGlobe licenses in accordance with Section 12 of these License Terms. Customer must pay these invoices within thirty (30) days following the date of invoice.

9. **INDEMNIFICATION BY CUSTOMER.** Customer will defend, indemnify and hold DigitalGlobe, its Affiliates, its suppliers and Certified Reseller harmless from and against any claims that may arise against DigitalGlobe, its Affiliates, its suppliers or Certified Reseller out of Customer's use of the Product, including, without limitation, a violation by Customer of Section 13.6, 13.7 or 13.8 of these License Terms.

10. LIMITED WARRANTY AND DISCLAIMER.

10.1 **LIMITED WARRANTY.** DigitalGlobe warrants to Customer only that the Product, 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) terminate the applicable license and refund all fees paid by Customer for the non-compliant Product. Any claim under this warranty must be made within thirty (30) days following the initial delivery of the 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.

10.2 **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 10.1, 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 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(S) 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.

12. TERMINATION.

12.1 **BY DIGITALGLOBE.** In addition to those termination rights set forth in Section 10, DigitalGlobe may terminate these License Terms and associated license rights upon written notice to Customer if Customer (a) breaches Section 1, 2, 3, 5, 6, 8, 9, 13.6, 13.7, or 13.8 of these License Terms; (b) breaches any provision of these License Terms applicable to an MDA RADARSAT-2 Product; or (c) 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 these License Terms and associated license rights at any time by (a) permanently deleting the Product and Derivatives (excluding Data Derivatives, which are owned by Customer) 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 (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, all rights to use the Product granted to Customer under these License Terms will immediately cease and Customer will (and will cause all Authorized Users to) (a) stop all use of the Product and Derivatives (excluding Data Derivatives) and (b) permanently delete the Product and Derivatives (excluding Data Derivatives) from all devices and systems and destroy any copies on disk. Within ten (10) days following termination or expiration, Customer will certify to DigitalGlobe in writing that all copies of the Product and Derivatives (excluding Data Derivatives) licensed under these License Terms 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.
- 12.4 **SURVIVAL.** The duties and obligations of the parties under Sections 2.3 (Data Derivatives), 5 (Use Restrictions), 6 (Ownership), 7 (Attribution), 8 (Compliance), 9 (Indemnity), 11 (Limitation of Liability), 12.3 (Effect of Termination), 12.4 (Survival), and 13 (General Terms) 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.** 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, use of the Product 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, 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 these License Terms.
- 13.8 **DATA PROTECTION.** If delivery, creation, or 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.
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.

“**Authorized User**” means an employee or Contractor that is authorized by Customer to use the Product on behalf of Customer.

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

“**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.

“**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 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 and 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” 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.

“Data Derivative” means, generally, a Derivative of the Product that may be used for any and all purposes in accordance with Section 1(b) of these License Terms. With respect to each type of Product, the 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 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.

“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.

“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.

“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.

“Internal Use” means use of the Product and permitted Derivatives solely for the internal business purposes of Customer (subject to those restrictions set forth in Section 5 of these License Terms) and not for any Commercial Purpose.

“License Terms” has the meaning set forth in the Preamble.

“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.

“NGO/GDO Discount” means that discount that is extended to a Customer that (a) is a non-governmental, non-profit organization or a global development organization, and (b) contributes to or participates in cooperation projects, education, training or other humanitarian, progressive or watchdog activities.

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“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.

“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.

“Term” means that period of time that Customer is entitled to use the Product as set forth in the Customer Agreement and further defined in Section 4 of these License Terms.

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