



END USER LICENSE TERMS SUBSCRIPTION SERVICES LICENSE

Version D6-7-17

These Subscription Services License terms (the “License Terms”) apply to your use of the Products if you have licensed a Product subject to a Subscription Services 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. These License Terms contain the general terms relating to Customer’s access to and use of the Products. The applicable Customer Agreement sets forth the terms on which Customer purchased the Subscription Services License.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under a Subscription Services 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. **GRANT OF LICENSE.** The Products can be licensed on a subscription basis and in some cases on a transactional basis, as set forth in the Customer Agreement.
- 1.1 **SUBSCRIPTION MODEL.** Under the Subscription Model, the Product (including the Imagery Products accessible via the Product) is made available to Customer during the Term on a per Seat basis. During the Term, DigitalGlobe will make the Product available to Customer and its Authorized Users solely to exercise the license rights granted below.
 - (a) **LICENSE GRANT.** 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 its Authorized Users:
 - (i) store, access, evaluate, use and reproduce the Imagery Products solely for Customer’s Internal Use; and
 - (ii) develop Derivatives of the Imagery Products and use those Derivatives as follows:
 - (1) Imagery Derivatives. Customer may process, modify, enhance, adapt and create Imagery Derivatives of the Imagery Products via formatting, editing, digitization, and/or data combination and use and reproduce the Imagery Derivatives solely for Customer’s Internal Use; and
 - (2) Feature Derivatives. Customer may extract geographic features, human-made features, persons or animals and related data from the Imagery Products to create Feature Derivatives via identification, measurement, and/or analysis and use the Feature Derivatives for any and all purposes, subject to the attribution requirements set forth in Section 7 of these License Terms.
 - (b) **SEATS.** The Product (including the Imagery Products accessible via the Product) may be used by that number of Authorized Users set forth in the applicable Customer Agreement. Only one Authorized User can use a Seat at a time; multiple Authorized Users are not allowed to use the same Seat and only one individual can be associated with a particular Authorized User account. However, Customer can swap out, delete or suspend an Authorized User and assign a new Authorized User to the open Seat. If Customer wishes to add additional Seats, Customer must enter into a Customer Agreement with DigitalGlobe or a Certified Reseller to add those Seats. Customer is responsible for documenting each Authorized User to which it provides a Seat, and upon the request of DigitalGlobe, Customer must provide information about how each Seat is being used to DigitalGlobe.
- 1.2 **TRANSACTIONAL MODEL.** Under the Transactional model, the Product (including the Imagery Products accessible via the Product) is made available to Customer during the Term based upon the number of Transactions purchased; the Product may be used by an unlimited number of Authorized Users. During the Term, DigitalGlobe will make the Product available to Customer and an unlimited number of its Authorized Users on a per Transaction basis solely to exercise the license rights grants below.
 - (a) **LICENSE GRANT.** Subject to Customer’s compliance with these License Terms and the applicable Customer Agreement, including, without limitation, payment of all applicable fees, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to allow an unlimited number of its Authorized Users to undertake Transactions:
 - (i) store, access, evaluate, use and reproduce the Imagery Products solely for Customer’s Internal Use; and
 - (ii) develop Derivatives of the Imagery Products and use those Derivatives as follows:

- (1) Imagery Derivatives. Customer may process, modify, enhance, adapt and create Imagery Derivatives of the Imagery Products via formatting, editing, digitization, and/or data combination and use and reproduce the Imagery Derivatives solely for Customer's Internal Use; and
- (2) Feature Derivatives. Customer may extract geographic features, human-made features, persons or animals and related data from the Imagery Products to create Feature Derivatives via identification, measurement, and/or analysis and use the Feature Derivatives for any and all purposes, subject to the attribution requirements set forth in Section 7 of these License Terms.

- 1.3 **DOWNLOADED IMAGES**. If Customer is permitted, pursuant to its Customer Agreement, to download from the Product any Imagery Products ("Downloaded Images"), 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 its Authorized Users the use the Downloaded Images as permitted under the Subscription Model or Transactional Model, as applicable. In addition, Customer may display an extract of the Downloaded Images or an Imagery Derivative of Downloaded Images on a public website in a non-extractable and non-downloadable manner as follows:
 - (a) on one domain name;
 - (b) 2048 x 2048 pixels;
 - (c) at a resolution no better than resolution of imagery in the Product;
 - (d) .png, .gif, .jpg, .jpeg, .jpe, .jif, .bmp, .pdf; or any format without geo-referencing information (TIFF, NITF, GeoPDF, JP2 and JPEG2000 are not permitted);
 - (e) only collection date/time, vehicle, and band combination metadata can be published with the extract; and
 - (f) properly attribute the imagery to DigitalGlobe as required in Section 7 of these License Terms.
2. **SUBLICENSE RIGHTS**. Customer may sublicense to its Group Members the same rights granted to Customer in Section 1 of these License Terms. Accordingly, each Group Member and its Authorized Users may exercise the rights granted in Section 1 of these License Terms for its own Internal Use. If the Product is licensed under the Subscription Model, Customer must purchase a Seat for each Authorized User of Customer and each Group Member that will access and use the Products and/or Downloaded Images. If the Product is licensed under the Transactional Model, Customer must purchase sufficient Transactions to cover access and use of the Product and Downloaded Images by the Authorized Users of Customer and each Group Member. Customer is responsible for documenting each Group Member to which it sublicenses the Products, and upon the request of DigitalGlobe, Customer must provide the name and address of each Group Member to DigitalGlobe. Further, Customer is responsible for entering into a sublicense agreement with each Group Member that includes terms and conditions that are the same as these License Terms. Customer will ensure that each Group Member complies with these License Terms and will be liable for all acts and omissions of its Group Members relating to the Products or any violation of these License Terms; a breach of these License Terms by a Group Member or its Authorized Users is deemed to be a breach by Customer.
3. **ADDITIONAL LICENSE RIGHTS**.
 - 3.1 **NGO/GDO LICENSE RIGHTS**. If Customer licenses the Product pursuant to the NGO/GDO Discount, in addition to the display rights set forth in Section 1.3 of these License Terms, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to publish extracts of the Downloaded Images 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 1.3 of these License Terms.
 4. **LICENSE TERM**. The term of the Subscription Services License for each Product will begin on the Effective Date and will continue for that Term, as set forth in the Customer Agreement, unless terminated in accordance with Section 12 of these License Terms. Under the Transactional Model, Customer must use all Transactions purchased within one (1) year following the date of delivery set forth of these License Terms and may only use the Downloaded Images resulting from those Transactions during that same one-year Term. However, upon expiration of each one (1) year period, the subscription and 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. With respect to the Transactional Model, Customer will be invoiced at the same level of its current Transaction tier unless Customer notifies DigitalGlobe or its Certified Reseller of a change as provided above.
5. **RESTRICTIONS**.
 - 5.1 **DIGITALGLOBE PLATFORM**. The Product is made available to Customer and its Authorized Users online via a DigitalGlobe Platform. 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) **Changes.** DigitalGlobe reserves the right, in its sole discretion, to add, exclude and discontinue any functionality and Content on the DigitalGlobe Platform and to make changes and modifications in specifications, construction and design of the DigitalGlobe Platform.

5.2 **USE RESTRICTIONS.** Customer recognizes and agrees that the Product is the property of DigitalGlobe and contains valuable assets and proprietary information of DigitalGlobe. Accordingly, except as expressly permitted in Sections 1 through 3 of these License Terms, Customer will not, and will not permit any Group Member or Authorized User to:

- (a) Distribute, sublicense, rent, sell, lease or loan the Products or Imagery Derivatives to any Third Party;
- (b) Use the Products or Imagery Derivatives for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;
- (c) Remove, bypass or circumvent any electronic or other forms of protection included on or with the Products or DigitalGlobe Platform;
- (d) Alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Products;
- (e) make the Products available to anyone other than Authorized Users;
- (f) use the Products or DigitalGlobe Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
- (g) reverse engineer, disassemble or decompile or otherwise attempt to derive the algorithms, databases or data structures upon which the Products or DigitalGlobe Platform is based to the extent this restriction is permitted by law;
- (h) interfere with the operation of the Products or DigitalGlobe Platform or attempt to access data not belonging to or intended for Customer; or
- (i) Otherwise use or access the Products or any Imagery Derivative for any purpose not expressly permitted under these License Terms, including, without limitation, for Commercial Purposes.

Customer is responsible for ensuring that its Authorized Users comply with these License Terms, and Customer is liable for the acts and omissions of its Authorized Users. Notwithstanding anything to the contrary contained in these License Terms, any Third Party Content included in a Product is subject to the terms and conditions of any end user license agreement or additional terms accompanying the Product and/or posted on DigitalGlobe's website.

5.3 **USAGE LIMITS.** Customer's usage of the Products and right to download imagery is limited as set forth in the applicable Product Specification and Customer Agreement.

6. **OWNERSHIP.** All right, title and interest in and to the Products and the DigitalGlobe Platform, including all corrections, enhancements, or other modifications made by DigitalGlobe or any Third Party at DigitalGlobe's instruction, 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 or a Group Member in the creation of an Imagery Derivative and any new material contributed by Customer or a Group Member in the creation of an Imagery Derivative, but specifically excluding preexisting materials owned by DigitalGlobe (including, without limitation, Products integrated, referenced, recast, transformed or adapted in the Imagery 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 an Imagery Derivative by Customer or a Group Member is subject to the license and use restrictions set forth in Sections 1 through 3 and 5 of these License Terms. All right, title and interest,

including all Intellectual Property Rights, in and to a Feature Derivative are the exclusive property of Customer or a Group Member, as applicable. However, notwithstanding the ownership rights of Customer or a Group Member in a Feature Derivative, use of a Feature Derivative by Customer or a Group Member is subject to the license and use restrictions set forth in Section 1 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 by DigitalGlobe on or in the Products and will ensure that all notices are reproduced on all copies. All Derivatives must include the following copyright notice on or adjacent to the Derivative: [Product] © [YEAR] DigitalGlobe, Inc.
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 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 Products, including Group Members. 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.
 - 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 all invoices within thirty (30) days following the date of invoice.
9. **INDEMNIFICATION BY CUSTOMER.** Customer will defend, indemnify and hold DigitalGlobe harmless from and against any claims that may arise against DigitalGlobe or Certified Reseller out of Customer's use of the Products, including a violation by Customer of Section 13.6 or 13.7 of these License Terms.
10. **LIMITED WARRANTY AND DISCLAIMER.** DigitalGlobe warrants to Customer only that the Product, as delivered by DigitalGlobe, will 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: (a) repair or replace the non-conforming Product; or (b) refund all fees paid by Customer for the non-conforming 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. EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 10, THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION, CONTENT OR RESULTS, OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. DIGITALGLOBE DOES NOT WARRANT THAT THE PRODUCTS WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.
11. **LIMITATION OF LIABILITY.** IN NO EVENT WILL DIGITALGLOBE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOOD WILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THESE LICENSE TERMS OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL DIGITALGLOBE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS AND STATUTORY CLAIMS.
12. **TERMINATION.** DigitalGlobe may terminate the Subscription Services License upon written notice to Customer if Customer or any Group Member materially breaches these License Terms or the Customer Agreement and fails to cure the breach within thirty (30) days after receiving written notice to do so. Customer may terminate the Subscription Services License at any time by (a) stopping use of the Product; (b) permanently deleting the Downloaded Images and Derivatives from all devices and systems and destroying any copies on disk; and (c) certifying to DigitalGlobe in writing that it has ceased use of the Product and that all copies of all

Downloaded Images and Derivatives have been deleted or destroyed; however, Customer is still responsible for paying all license fees in full. Upon termination or expiration of the Subscription Services License, Customer will (i) stop of use of the Product; (ii) permanently delete the Downloaded Images and Derivatives from all devices and systems and destroy any copies on disk; and (iii) within ten (10) days following termination or expiration, certify to DigitalGlobe in writing that all copies of all Downloaded Images and Derivatives have been deleted or destroyed. The expiration or termination of these License Terms does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

13. GENERAL TERMS

13.1 **ENTIRE AGREEMENT.** These License Terms constitute the entire agreement between the parties with respect to use of the Product and supersede all previous and contemporaneous agreements, understandings and arrangements, whether oral or written.

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 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 Products are subject to the customs and export control laws and regulations of the United States and any country in which the Products are manufactured, received or used, including, without limitation, the Export Administration Regulations and the International Traffic in Arms Regulations. Customer will comply with these laws, regulations and rules in the performance of its obligations under these License Terms. Further, Customer will not provide Products to blocked, prohibited or restricted individuals and entities as required by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC"), including, without limitation, the Denied Persons List, Unverified List and Entity List. Customer will not knowingly do business with criminal organizations, terrorist organizations or other people or groups, either directly or indirectly, that are likely to use the Products for purposes that are illegal or adverse to the interests of the United States Government or 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 **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

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:
		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.

13.9 **NOTICES.** All notices of termination or breach must be in writing in English and addressed to the other party’s legal department. The email address for notices sent to DigitalGlobe is legalservices@digitalglobe.com. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.

13.10 **CONTROLLING LANGUAGE.** These License Terms are drafted in the English language only. English will be the controlling language in all respects, and all versions of these License Terms in any other language are for accommodation only and will not be binding on the parties.

14. DEFINITIONS

“**Affiliate**” means any legal entity controlling, controlled by or under common control with Customer, 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 or a Group Member to use the Products.

“**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 or a Group Member, either directly or through a consulting company or other entity, to provided services on behalf of or for the benefit of Customer or Group Member.

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

“**Customer Agreement**” means (a) with respect to a Customer that purchases a license to use the Products from DigitalGlobe directly, that agreement consisting of the applicable Order 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 Products from a Certified Reseller, that agreement between the Certified Reseller and Customer.

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

“**Derivative**” means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to an Imagery 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. A Derivative can be either an Imagery Derivative or Feature Derivative.

“**DigitalGlobe Platform**” means a technology platform provided by DigitalGlobe, including the computer hardware, software and all other resources, upon which applications, processes or other technologies can be hosted and/or developed, used by DigitalGlobe to make the Subscription Services and other Imagery Products available to, and usable by, Customer via the Internet, including, without limitation, DigitalGlobe Cloud Services 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, harming or otherwise impeding in any matter the operation of, or providing unauthorized access to, DigitalGlobe Cloud Services or Subscription Services.

“**Downloaded Images**” has the meaning set forth in Section 1.3 of these License Terms.

“**Effective Date**” means that effective date set forth in the Customer Agreement.

“**Feature Derivative**” means a Derivative of an Imagery Product that does not contain any imagery data from the Imagery Product and is irreversible and uncoupled from the imagery data in the Imagery Product, specifically excluding orthorectification; PAN, MS and PAN-Sharpener imagery; and DEM, DSM, DTM, TIN and Point Cloud elevation models (including, without limitation, 3D and building models, bathymetry and sea floor mapping), created by Customer in accordance with Section 1.1(a)(ii)(1) or 1.2(a)(ii)(1) of these License Terms.

“**Group**” means Customer and Group Members.

“**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 Products as permitted in Section 2 of these License Terms.

“**Imagery Derivative**” means a Derivative that contains imagery data from an Imagery Product that has been modified using technical processing or to which other data is added, created by Customer in accordance with Section 1.1(a)(ii)(2) or 1.2(a)(ii)(2) of these License Terms. Imagery Derivatives include, without limitation, orthorectification; PAN, MS and PAN-Sharpener imagery; and DEM, DSM, DTM, TIN and Point Cloud elevation models (including, without limitation, 3D and building models, bathymetry and sea floor mapping). Imagery Derivatives cannot be created from Data Products.

“**Imagery Products**” means the aerial photography, satellite imagery and other data owned or controlled by DigitalGlobe, including all metadata, that is accessible via the Product, as more specifically described in the Customer Agreement.

“**Intellectual Property Rights**” means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, technology, methods, processes, information and technology.

“**Internal Use**” means utilization of Products and permitted Derivatives solely for the internal business purposes of Customer or Group Member, as applicable, (subject to those restrictions set forth in Section 5 of these License Terms) and not for any Commercial Purpose.

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

“**Order Confirmation**” means that agreement or other document prepared by DigitalGlobe that sets forth the Products 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.

“**Product**” means a subscription Product that is comprised of Imagery Products and other Content that are delivered via the DigitalGlobe Platform, as set forth in the applicable Customer Agreement.

“**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 Terms and Conditions**” means the Product Terms and Conditions pursuant to which DigitalGlobe provides the Product to Customer, available at <https://www.digitalglobe.com/legal/information>.

“**Seats**” means the number of Authorized User accounts for the Product that can access and use the Product, as specified in the applicable Customer Agreement. Only one Authorized User can use a Seat at a time; multiple Authorized Users are not allowed to use the same Seat.

“**Subscription Model**” means that licensing model described in Section 1.1 of these License Terms.

“**Subscription Services License**” means that license granted by DigitalGlobe to Customer, as described in these License Terms.

“Term” means that period of time that Customer is entitled to use the Product, including the Downloaded Images, as set forth in Section 4 of these License Terms.

“Third Party” means any individual, 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.

“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.

“Transaction” means a transaction to access one 1024 pixel x 1024 pixel WMS (web map services) image through DigitalGlobe’s Basemap service.

“Transactional Model” means that licensing model described in Section 1.2 of these License Terms.

“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.