

END USER LICENSE TERMS EVALUATION LICENSE

Version D1-28-19

These Evaluation License terms (the “License Terms”) apply to your use of a Product if you have licensed the Product subject to an Evaluation 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 Evaluation License.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under an Evaluation 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.

1.1 **GENERAL.** This Section 1.1 applies to Products licensed under an Evaluation License other than Subscription Services Products, which are licensed pursuant to Section 1.2 of these License Terms. Subject to Customer’s compliance with these License Terms and the applicable Customer Agreement, 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 and evaluate the Product solely for Customer’s internal evaluation purposes only; and
- (b) create Derivatives of the 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 and evaluate those Derivatives solely for Customer’s internal evaluation purposes only.

1.2 **SUBSCRIPTION SERVICES PRODUCTS.** If Customer has licensed a Subscription Services Product, the license granted under this Section 1.2 applies to the Subscription Services Product. During the Term, DigitalGlobe will make the Subscription Services Product available to Customer solely to exercise the license rights grants below. Subject to Customer’s compliance with these License Terms and the applicable Customer Agreement, during the Term, DigitalGlobe grants to Customer a non-exclusive, non-transferable, limited license to allow up to ten (10) of its Authorized Users to use the Subscription Service, including using and developing Derivatives of the Content made available via the Subscription Service as follows:

- (a) store, access and evaluate the Content solely for Customer’s internal evaluation purposes only; and
- (b) create Derivatives of the Content 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 and evaluate those Derivatives solely for Customer’s internal evaluation purposes only.

1.3 **THIRD PARTY CONTENT.** 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.

2. **SUBLICENSE RIGHTS.** 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.

3. **RESERVED.**

4. **LICENSE TERM.** The Term of the Evaluation License for each Product will begin upon delivery of the Product to Customer or Certified Reseller, whichever occurs first, and will continue for the period set forth in the Customer Agreement, unless terminated as set forth in Section 12 of these License Terms. If there is no period set forth in the Customer Agreement, then the Term of the Evaluation License for the Product is thirty (30) days. The Term may be extended by DigitalGlobe, at its option, upon written notice to Customer.

5. RESTRICTIONS.

- 5.1 **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 Section 1 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 to anyone other than Authorized Users;
 - (b) Use the Product or 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 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 or DigitalGlobe Platform;
 - (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, or the DigitalGlobe Platform, 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 and/or DigitalGlobe Platform is based, but only to the extent this restriction is permitted by law;
 - (j) interfere with the operation of the Product or DigitalGlobe Platform or attempt to access data or computing resources not belonging to or intended for Customer; or
 - (k) Otherwise use or access the Product or any Derivative, or the DigitalGlobe Platform, 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.

- 5.2 **DIGITALGLOBE PLATFORM.** If Customer has purchased a license to a Subscription Services Product, the Subscription Services Product will be made available to Customer and its Authorized Users online via a DigitalGlobe Platform. The Subscription Services 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 Subscription Service 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.
- (e) **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.

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. Any permitted Derivatives of the Product or Content created by Customer pursuant to these License Terms may only be used by Customer in accordance with the use rights and restrictions set forth in Sections 1 through 5. 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 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 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. **DISCLAIMER OF WARRANTIES.** 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; SURVIVAL.** Either party may terminate the Evaluation License upon written notice to the other party. 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) (i) stop use of the Product(s) (including, if applicable, all Content made available through the Product) and Derivatives thereof; and (ii) permanently delete the Product(s) and Derivatives from all devices and systems and destroy any copies on disk. Upon the request of DigitalGlobe, Customer will certify to DigitalGlobe in writing that all copies of all Products and 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. The duties and obligations of the parties under Sections 5 (Use Restrictions), 6 (Ownership), 7 (Attribution), 8 (Compliance), 9 (Indemnity), 11 (Limitation of Liability), 12 (Termination), 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.** Except for an extension of the Term as provided in Section 4 of these License Terms, these License Terms may be amended or supplemented only by a writing that refers to these License Terms and that is signed by both parties.

- 13.4 **WAIVER.** The failure or delay by a party to require performance of any provision of these License Terms does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
- 13.5 **SEVERABILITY.** If any provision of these License Terms is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.
- 13.6 **COMPLIANCE WITH LAWS.** Customer is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business, 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.

"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 to use the Product on behalf of Customer.

"Certified Reseller" means a reseller authorized by DigitalGlobe to resell licenses to use the Product.

"Commercial Purpose" means redistribution, retransmission or publication in exchange for a fee or other consideration, which may include, without limitation: (a) advertising; (b) use in marketing and promotional materials and services on behalf of a customer, client, employer, employee or for Customer's benefit; (c) use in any materials or services for sale or for which fees or charges are paid or received; and (d) use in any books, news publication or journal.

"Content" means all 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, 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 obtained a license to use the applicable Product either directly from DigitalGlobe or from a Certified Reseller.

"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.

"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.

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

“**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 imageries; (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.

“**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 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>.

“**Product(s)**” means those product(s) and/or service(s) licensed by Customer, as described in the Customer 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.

“**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.

“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.

“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” 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 EVALUATION LICENSE --