

DIGITALGLOBE® PRODUCT END USER LICENSE AGREEMENT

This END USER LICENSE AGREEMENT ("**Agreement**") is made between DigitalGlobe, Inc. ("**DigitalGlobe**") and you or, if you represent an entity or other organization, that entity or organization (in either case, "**You**"). You have ordered or otherwise expressed an interest in obtaining a license to certain products of DigitalGlobe, including, without limitation, aerial or satellite photography, imagery or orthophotos, vector, attribute or other data, or other related documentation, information or content. DigitalGlobe is willing to provide You with a license to those products of DigitalGlobe described in the confirmation of Your order provided by DigitalGlobe (Your "**Confirmation**") or otherwise provided to You in connection with this Agreement (collectively, the "**Product**") if You agree to be bound by the terms and conditions of this Agreement.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT PROVIDED BELOW CAREFULLY. BY ACCESSING OR USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF, THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DIGITALGLOBE IS NOT WILLING TO LICENSE THE PRODUCT TO YOU. IF THE PRODUCT WAS DELIVERED TO YOU ON A TANGIBLE MEDIUM SUCH AS A CD, THEN YOU MUST RETURN THE PRODUCT IN ITS ORIGINAL PACKAGING, WITHOUT BREAKING THE SEAL. IF THE PRODUCT WAS MADE AVAILABLE TO YOU IN AN ELECTRONIC FORMAT, THEN YOU MUST NOT DOWNLOAD, ACCESS OR USE THE PRODUCT. IF YOU DO NOT RETURN THE PRODUCT OR IF YOU DOWNLOAD, ACCESS OR USE THE PRODUCT, AS SPECIFIED ABOVE, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement will be entered into as of the date You first download, access or use the Product (the "**Effective Date**"). This Agreement consists of these terms and conditions and Your Confirmation (which is incorporated herein and made a part hereof). Unless otherwise amended as set forth herein, this Agreement represents the entire agreement and understanding between You and DigitalGlobe as to the matters set forth herein and will exclusively govern Your access to and use of the Product and will supersede any oral or written proposal, agreement or other communication between You and DigitalGlobe regarding the Product. Your acceptance of this Agreement is expressly limited to the terms and conditions set forth herein. Any additional or inconsistent terms provided by You in any other documents such as a purchase order will not have any legally binding effect on DigitalGlobe. This Agreement may be modified only by a binding written instrument entered into by You and DigitalGlobe. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

- 1. Definitions.** For purposes of this Agreement, the following definitions apply. Any capitalized terms in this Agreement not listed below will have the meanings given to them in this Agreement or, if not defined in this Agreement, will have their plain English (US) meanings.
 - a. Commercial Purpose.** Redistribution, retransmission or publication in exchange for a fee or other consideration, which may include, without limitation: (i) advertising; (ii) use in marketing and promotional materials and services on behalf of a customer, client, employer, employee or for Your own benefit; (iii) use in any materials or services for sale or for which fees or charges are paid or received (e.g., textbook supplemental materials, books, syllabi, course packs); and (iv) use in any books, news publication or journal without an Educational Purpose.
 - b. Customer Group.**
 - i. one individual;
 - ii. one company, corporation, or similar legal entity (excluding affiliates or subsidiaries which will be treated as a separate Customer Group);
 - iii. one subsidiary or affiliate of an entity;
 - iv. one department of a federal agency at the U.S. Cabinet level (e.g., office of the U.S. Dept. of Agriculture or U.S. Dept. of Interior, but excluding sub-agencies);
 - v. one civilian federal agency below the U.S. Cabinet level;
 - vi. one department of the four branches of the military, a defense agency, one of the unified commands, one of the non-Dept. of Defense entities identified in 50 U.S.C. Section 401a or the State Department;
 - vii. one department of a foreign military or an international defense or intelligence agency;
 - viii. one state or provincial agency;
 - ix. one county or local government;
 - x. one non-governmental organization or non-profit organization;
 - xi. one department within a single educational organization within a single country;
 - xii. one international agency such as NATO, but excluding the United Nations and the European Union;
 - xiii. one office or department within the United Nations or the European Union; or
 - xiv. any one entity equivalent to any of the entities listed above, located outside the United States.
 - c. Demonstration Purpose.** Any non-Commercial Purpose for demonstration, promotional or training purposes for a period of no more than 90 days from Product shipment.
 - d. Derivative.** Any addition, improvement, update, modification, translation, transformation, adaptation or derivative work of or to the Product, authored, created or developed by or on behalf of You, including, without limitation, any reformatting of the Product into a different format or media from which it is delivered to You, any addition of data, information or other content to the Product, or any copy or reproduction of the Product.
 - e. Educational Purpose.** Any non-Commercial Purpose undertaken for study or research solely in furtherance of education.
 - f. Federal Civil Government Agency.** Any government agency at the federal level, EXCLUDING all U.S. Department of Defense agencies and those agencies defined under U.S. Code Title 50. The U.S. Army Corp of Engineers is included in the definition of Federal Civil Government Agency under this Agreement.
 - g. Fees.** The fees set forth in Your Confirmation.

- h. Joint Project. An undertaking between You and one or more other Customer Groups based on a contractual relationship existing as of the Effective Date.
 - i. Purpose. As may be indicated in Your Confirmation, Demonstration Purposes or Educational Purposes.
 - j. State and Local Government Agency. Any government agency at the state and local level. With regard to the United States, the term "state" includes the 50 United States and the United States' territories and possessions.
 - k. User. Employees or contractors of You or, as applicable, a Customer Group.
2. **Grant of License**. Subject to Your compliance with the terms and conditions of this Agreement, including, without limitation, payment of all applicable Fees, DigitalGlobe grants to You a non-exclusive, non-transferable, limited license to allow the number of Users identified on Your Confirmation to access, reproduce, store, display and create Derivatives of the Product, solely for the Purpose indicated in Your Confirmation or, if no Purpose is indicated in Your Confirmation, solely for Your own internal business purposes.
- a. If You are not a Federal Civil Government Agency or a State and Local Government Agency, You may post the Product and Derivative on Your website at a resolution no better than 10 meters in a static, non-downloadable, non-distributable, non-interactive fashion and in a manner that does not allow a third party to extract or access the Product as a standalone file;
 - b. If You are a Federal Civil Government Agency, You may post the Product and Derivative to publicly accessible Internet web sites provided that: (a) the quality of the image data available for download is presented in a color composite jpeg or a 50:1 compressed file format without associated geospatial information; and (b) the Product or Derivative posted to publicly accessible websites is in a secure format that allows printing and viewing at no better than ten meter resolution. The Product and any Derivatives may be posted to secure Intranet websites and may be used only for the purposes of a Joint Project and subject to Section 3;
 - c. If You are a State and Local Government Agency, You may post the Product and any Derivatives on Your website at full resolution for non-Commercial Purposes, in a non-downloadable, non-distributable fashion, and in a manner that does not allow a third party to extract or access the Product as a standalone file;
3. **Sublicense**. Subject to Your compliance with the terms and conditions of this Agreement, including, without limitation, payment of all applicable Fees, You may grant sublicenses of the rights granted to You under Section 2 to access, reproduce, store, and display the Product to Customer Groups engaged in a Joint Project with You solely for the internal business purposes of the Customer Group in completing the Joint Project with You. All Customer Groups will be identified by You and confirmed by DigitalGlobe (on Your Confirmation or otherwise) in advance of any sublicense by You. The number of permitted Users within each Customer Group sublicensed hereunder will be limited to the type of license You have purchased as follows:

Type of License Purchased	Number of Permitted Users Within Sublicensed Customer Group
Base	Up to 5
Group	From 6 to 10
Enterprise	From 11 to 25
Enterprise Premium	More than 25
Educational	1
Demonstration	1

If the number of individuals of a sublicensed Customer Group using or accessing the Product exceeds the number of Users permitted under this Section 3, the Customer Group will be counted as multiple sublicensees based on the number of individuals using the Product, for purposes of determining compliance with the table above. If a sublicensed Customer Group is involved in multiple Joint Projects with You, the Customer Group will be counted as multiple sublicensees based on the number of Joint Projects involved for purposes of determining compliance with the table above. Each sublicense must require the sublicensee to agree to be bound by this Agreement. You will remain responsible for any noncompliance by any sublicensee and sublicensee's breach of this Agreement shall be deemed to be Your breach of this Agreement.

4. **Restrictions**. You recognize and agree that the Product is the property of DigitalGlobe and contains valuable assets and proprietary information of DigitalGlobe. Accordingly, except as expressly permitted in Sections 2 or 3, You will not, and will not permit any User or third party to: (a) publish, transmit, reproduce, create Derivatives of or otherwise utilize the Product in any form, format or media; (b) merge the Product with any other data, information or content; (c) reverse engineer or otherwise attempt to derive the algorithms, databases or data structures upon which the Product is based; (d) distribute, sublicense, rent, lease or loan the Product; (e) use the Product for the business needs of any third person or entity, including without limitation, providing any services to any third parties; (f) remove, bypass or circumvent any electronic or other forms of protection measure 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; or (h) otherwise use or access the Product or any Derivatives for any purpose not expressly permitted under this Agreement, including, without limitation, for Commercial Purposes. All Products or Derivatives must contain the following copyright notice conspicuously displayed in connection with the Product or Derivative Work: "© DigitalGlobe, Inc. All Rights Reserved" for the Product, and "Includes copyrighted material of DigitalGlobe, Inc., All Rights Reserved" for Derivatives. You acknowledge that You need to obtain a separate distribution license from DigitalGlobe in order to distribute or publish the Product or any Derivative Work in any form not expressly permitted under Section 2 or 3.
5. **Ownership**. The Product, and all worldwide intellectual property and proprietary rights therein and related thereto, including, without limitation, all patents, copyrights, trademarks, trade secrets, moral rights, *sui generis* rights and other right in databases, and all rights arising from or pertaining to the foregoing rights, are and will remain the exclusive property of DigitalGlobe and its suppliers. All rights in and to the Product not expressly granted to You are reserved by DigitalGlobe and its suppliers. This Agreement does not grant You title to the Product or any copies of the Product. Any rights of Customer in any Derivative do not provide Customer with any rights in or to any Product used or incorporated in that Derivative except as granted under this Agreement.
6. **Confidentiality**. The Product includes metadata and other confidential and proprietary information of DigitalGlobe ("**Confidential Information**"). You will not use any Confidential Information for any purpose not expressly permitted hereunder and will disclose

Confidential Information only to Your employees and permitted sublicensees who have a need to know for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Your duty hereunder. You will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as You protect Your own confidential or proprietary information of similar nature and with no less than reasonable care.

7. **Audit.** At DigitalGlobe's request, You will provide assurances acceptable to DigitalGlobe that You are using the Product consistent with the terms of this Agreement. Upon notice, DigitalGlobe may inspect Your records, accounts and books relating to the use of the Product to ensure that the Product is being used in accordance with this Agreement.
8. **Term and Termination.** This Agreement remains in full force until terminated as provided below. DigitalGlobe has the right to terminate this Agreement, effective immediately upon notice to You, if You breach any provision of this Agreement. Upon termination of this Agreement, all rights granted to You hereunder shall immediately cease and You and Your sublicensees will: (a) discontinue all use of the Product; (b) if the Product was delivered on a tangible medium, return to DigitalGlobe the Product and all copies thereof; (c) purge all copies of the Product or any portion thereof from all computer storage devices or medium on which You have placed or permitted others to place the Product; and (d) give DigitalGlobe a written certification that You have complied with all of Your obligations hereunder.
9. **Limited Warranty; Disclaimer.** DigitalGlobe warrants that, for a period of 30 days after Your receipt of the Product, the Product will perform substantially in accordance with its applicable specifications. DigitalGlobe's sole obligation and Your entire remedy for breach of the above warranty is for DigitalGlobe, at its sole option and expense, to: (a) repair or replace the non-conforming Product returned during the warranty period; or (b) refund all fees paid by You for the non-conforming Product returned during the warranty period. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication, or modification of or to the Product or any breach of this Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, ALL PRODUCT IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY DIGITALGLOBE, INCLUDING, WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. DIGITALGLOBE DOES NOT WARRANT THAT THE PRODUCT WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PRODUCT WILL MEET YOUR NEEDS OR EXPECTATIONS, OR THAT THE OPERATION OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED. DIGITALGLOBE PROVIDES ALL CONTENT AS A SERVICE TO YOU. SPATIAL, SPECTRAL, AND TEMPORAL ACCURACY CANNOT BE GUARANTEED. DIGITALGLOBE RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO MODIFY CERTAIN IMAGE CHARACTERISTICS OF THE CONTENT INCLUDING, BUT NOT LIMITED TO, WATERMARKING AND DIMENSIONS.
10. **Limitation of Liability.** IN NO EVENT WILL DIGITALGLOBE OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR LOST DATA) ARISING FROM, OR RELATING TO, THIS AGREEMENT OR THE PRODUCT, EVEN IF DIGITALGLOBE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIGITALGLOBE AND ITS SUPPLIERS' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE PRODUCT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO DIGITALGLOBE FOR THE PRODUCT. THIS SECTION 10 SHALL BE GIVEN FULL EFFECT EVEN IF THE WARRANTY PROVIDED IN SECTION 9 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
11. **Indemnification.** You will indemnify, defend, and hold harmless DigitalGlobe and its subsidiaries, affiliates and subcontractors, and their respective owners, officers, directors, employees and agents, from and against any and all direct or indirect claims, damages, losses, damages, liabilities, expenses, and costs (including reasonable attorneys' fees) arising from or out of: (1) Your use of the Product for any purpose; (2) Your actual or alleged breach of any provision of this Agreement; or (3) damage to property or injury to or death of any person directly or indirectly caused by You. DigitalGlobe will provide You with notice of any such claim or allegation, and DigitalGlobe has the right to participate in the defense of any such claim at its expense.
12. **Export Control.** You will comply with all applicable export control laws, rules and regulations.
13. **Additional Terms.**
 - a. You acknowledge that any actual or threatened breach of Section 2, 3, 4, or 6 will constitute immediate and irreparable harm to DigitalGlobe for which monetary damages would be an inadequate remedy. Therefore, without limiting any other remedy available at law or in equity, upon any such breach or any threat thereof, DigitalGlobe will be entitled to seek injunctive relief against You as remedy for such breach. To the fullest extent not prohibited by applicable law, any action brought for such relief may be brought by DigitalGlobe upon ex parte application and without notice or posting of any bond, and You expressly waive any requirement for notice or the posting of any bond. If any action is brought to enforce this Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees, court costs, and other collection expenses, in addition to any other relief it may receive.
 - b. Failure to require performance of any provision of this Agreement does not waive DigitalGlobe's right to subsequently require full and proper performance of such provision. If any provision of this Agreement is determined to be invalid or unenforceable, such provision will to the extent possible be deemed amended by limiting and reducing it to the minimum extent necessary to make such provision valid and enforceable and the remaining provisions of this Agreement shall continue to be valid and enforceable and will be liberally construed to carry out the provisions and intent hereof. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of such provision in any other jurisdiction, nor will the invalidity or unenforceability of any provision of this Agreement with respect to any person affect the validity or enforceability of such provision with respect to any other person.
 - c. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred by You (by operation of law or otherwise) without the prior written consent of DigitalGlobe. This restriction on assignment or transfer shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation. Any attempted assignment or transfer in violation of the foregoing will be null and void.
 - d. This Agreement shall be governed by the laws of the State of Colorado, U.S.A., without regard to conflicts of law principles that would require the application of the laws of any other state or jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal courts or state courts for Boulder County, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

- e. Any notices to DigitalGlobe relating to this Agreement shall be in writing and delivered by personal delivery or U.S. certified mail (return receipt requested) to the address provided below and will be effective upon receipt by DigitalGlobe:

DIGITALGLOBE, INC.
ATTN: LEGAL DEPT.
1601 Dry Creek Dr., Suite 260
Longmont, CO 80503, USA

All notices to You relating to this Agreement shall be delivered by personal delivery, electronic mail, facsimile transmission or by U.S. certified mail (return receipt requested) to the address DigitalGlobe has on file for You, and will be deemed given upon personal delivery, 5 days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission.