

**END USER LICENSE TERMS  
(SUBSCRIPTION SERVICES)**

Version A9-8-23

These Subscription Service License terms (the "License Terms") apply to your use of the Product if you have licensed a subscription service Product either from an Affiliate of Maxar Technologies Inc., a Delaware corporation with offices located at 1300 W. 120th Avenue, Westminster, Colorado 80234 USA ("Maxar") directly or from a Certified Reseller of Maxar. These License Terms are entered into by Maxar and Customer. 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 its subscription to use the Product.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using the Product licensed under these Subscription Service license Terms, 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 or 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, in which case "Customer" refers to such entity. If you do not agree to the terms in these License Terms, do not download, stream, access or use any Maxar Product. Capitalized terms used in these License Terms are defined in Section 15 of these License Terms.

1. **PRODUCT.** During the Term, Maxar will provide Customer with a subscription to the Product in accordance with the parameters set forth in the Customer Agreement, and the benefits and limitations set forth in the Product Specification. Customer is responsible for determining which Product(s) best meet(s) its needs and maintaining the minimum software and system requirements needed to use the Products. Customer agrees that the Customer Agreement is not contingent on the delivery of any future Product functionality or features or any statements by Maxar regarding any future functionality or features. Customer is responsible for all Internet, communication, hardware and other costs associated with its Authorized Users' access to and use of the Product.
2. **BETA SERVICES.** During the Term, Maxar may offer and Customer may choose in its sole discretion to accept access to non-production, preview functionality within the Product that is not validated and quality assured in accordance with Maxar's standard processes ("Beta Services"). Beta Services will be designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description. Maxar can remove access to Beta Services at any time for any reason. Maxar may require Customer to accept additional terms to use Beta Services and any such terms are incorporated into this Agreement by reference. Any use of a Beta Service is at Customer's sole risk. The limited warranty in Section 11.1 below does not apply to the Beta Services in the Product and Maxar shall not be liable for errors or damages caused by the usage of the Beta Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BETA SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND AND MAXAR SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICES.
3. **LICENSE RIGHTS**
  - 3.1 **GRANT OF LICENSE.** Subject to Customer's compliance with these License Terms and the applicable Customer Agreement, including payment of all applicable fees and compliance with all usage metrics and restrictions in the Customer Agreement and Product Specification (including all applicable Product Specifications for the Content), Maxar grants to Customer a non-exclusive, non-transferable, limited fee-based license to allow its Authorized Users to access the Product during the Term as follows:
    - (a) use the Product and access, evaluate, and use the Content via the Product solely for Customer's Internal Use;
    - (b) process, modify, enhance, adapt and create Derivatives of the Content via formatting; editing; digitization; data combination; or extraction of geographic features, human-made features, persons or animals and related data via identification, measurement and/or analysis; and store, access, evaluate, use and reproduce those Derivatives solely for Customer's Internal Use, provided, however, that if permitted in the applicable Product Specification, Data Derivatives can be used for any and all purposes, subject to the attribution requirements set forth in Section 8 of these License Terms; and
    - (c) download and/or stream Content to the extent permitted in the Product Specification and Customer Agreement.
  - 3.2 **SUBLICENSE RIGHTS.** During the Term, Customer may sublicense the same rights granted to Customer in Section 3.1 of these License Terms to Group Members if Customer has also acquired a Group license. Accordingly, each Group Member may exercise the rights granted in Section 3.1 of these License Terms for its own Internal Use. Customer is responsible for documenting each Group Member to which it sublicenses the Product (or any part thereof), and upon the request of Maxar, Customer must provide the name and address of each Group Member to Maxar. Customer will ensure that each Authorized User and Group Member complies with these License Terms. Customer will be liable for all acts and omissions of its Authorized Users, Group Members, and Group Member Authorized Users relating to the Product, Customer's account, user names and passwords or any violation of these License Terms. Customer will notify

Maxar immediately of any unauthorized use of its account, user names or passwords. A breach of these License Terms by an Authorized User, Group Member, or Group Member Authorized User is deemed to be a breach by Customer.

### 3.3 OTHER CONTENT.

- (a) Third Party Content. Notwithstanding anything to the contrary contained in these License Terms, any Third Party Content included in the Content is subject to the terms and conditions of any end user license agreement or additional terms specified in the Product Specification, and/or posted on Maxar's website (in each instance, "Third Party Terms"). Third Party Terms are incorporated by referenced into this Agreement and a breach of Third Party Terms will be deemed a breach of this Agreement.
- (b) Customer Content. If Customer is enabled to upload and use certain Customer Content via the Product, Customer will not upload any Customer Content that it does not own or otherwise have a license to use the Customer Content on the Product. Customer's use of any Customer Content with the Product is subject to all applicable license, use and other rights and obligations relating to the Customer Content and Customer is solely responsible for the accuracy, quality, integrity, legality and appropriateness of the Customer Content used in connection with the Product and obtaining any consents or approvals necessary for using the Customer Content with the Product. Customer grants Maxar and its service providers the right to host, use, process, display and transmit any Customer Content uploaded to the Product and/or Maxar's Platform solely to the extent necessary to provide the Product and perform Maxar's obligations under these License Terms. Maxar, at its discretion, may restrict Customer from uploading certain Customer Content to the Product and/or may require Customer to submit Customer Content to Maxar for evaluation and approval before permitting Customer Content to be uploaded to the Product.

- 4. **PRODUCT CHANGES.** During the Term, Maxar reserves the right to revise the Product and Product Specification to reflect changes in, among other things, laws, rules, regulations, technology, industry practice, Product usage, and the availability of Third Party Content. Updates to the Product and Product Specification under this Section will not materially decrease the overall functionality of the Product during the Initial Term set forth in the Customer Agreement. New or revised Content and/or Tools that are made available to Customer as a part of its existing subscription may be subject to different use rights and restrictions. Customer understands and agrees that these revised terms will be communicated to Customer via email, posting in the Product or updating of these License Terms or the applicable Product Specification at <https://www.maxar.com/legal> and are effective upon this notice. New or revised Content and/or Tools that are made available to Customer at Customer's request may require Customer to affirmatively agree to new or revised terms and conditions in the form of an amendment to these License Terms or a new agreement.

### 5. TERM.

- 5.1 **SUBSCRIPTION TERM FOR PRODUCT.** The subscription term for the Product will begin on the Start Date and will continue for the Initial Term set forth in the Customer Agreement, unless terminated in accordance with Section 13 of these License Terms (the "Initial Term"). The Initial Term may consist of one or more Contract Years. Unless otherwise set forth in the Customer Agreement, upon the expiration of the Initial Term, the subscription term will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term, the "Term"). Upon renewal, Customer will be invoiced for the then-current commercial list price for the subscription during each Renewal Term, unless otherwise set forth in the Customer Agreement or Customer notifies Maxar or Certified Reseller at least thirty (30) days prior to the expiration of the then current Term that Customer does not want to renew the license.
- 5.2 **LICENSE TERM FOR DOWNLOADED AND STREAMED CONTENT.** If Customer's subscription permits Customer to download Content, the license term for the licenses granted under Section 3.1 is perpetual, unless otherwise set forth in the Customer Agreement or Product Specification. If Customer's subscription permits Customer to Stream Content, the license term for the Streamed Content granted under Section 3.1 is up to twenty four (24) hours, or a Single Session, whichever is less, unless otherwise set forth in the Customer Agreement or Product Specification.

### 6. RESTRICTIONS.

- 6.1 **MAXAR PLATFORMS AND TOOLS.** The Product is made available to Customer and its Authorized Users online via Maxar Platforms and Tools. The Product is deemed to be delivered when Customer has been provided credentials to access the applicable Maxar Platform or Tool and Maxar sends a notification to Customer that the Product is available. In addition to the Product restrictions contained in these License Terms, the Customer Agreement and the applicable Product Specifications, all use of Maxar Platforms and Tools is subject to the restrictions contained in Maxar's Delivery and Platform Usage Policy, currently located at <https://www.maxar.com/legal>. Maxar reserves the right to modify the Delivery and Platform Usage Policy at any time and all modifications are effective upon posting.
- (a) Authorized Access. Authorized Users will access the Product and Maxar Platforms via the Internet by means of a specific account, user names and passwords and/or access Tools provided by Maxar. Customer is solely responsible for the confidentiality, security and use of its passwords and account, and any access Tools provided or made available by Maxar, and will not share make available or provide access to Customer's account, user names or passwords for any Maxar Platform or Tools to anyone except for Customer's and any Group Member's

Authorized Users. Maxar 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 Product, Maxar Platforms, Tools their and compliance with these License Terms. Customer will use commercially reasonable efforts to prevent unauthorized access to and use of the Product, Maxar Platforms and Tools and will notify Maxar promptly of any unauthorized use of which it is aware. Any Maxar Tools may only be installed or used on hardware owned or operated on behalf of Customer and must be used solely in connection with Customer's authorized use of the Product during the subscription Term.
- (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 Maxar's systems. If Customer determines that a Disabling Device has been transmitted to the systems or computers of Maxar, Customer will notify Maxar promptly of the transmission and the nature of the Virus or other device. Maxar may disable Customer's access to the Product, Maxar Platforms, Tools and other Maxar computing systems and/or networks to protect Maxar's computing systems and/or networks from a Disabling Device or if Customer breaches any of the security measures established by Maxar, including access or attempted access to the Product, Maxar Platforms or Tools by any unauthorized person. Maxar will notify Customer if it disables Customer's access as soon as reasonably possible thereafter.
- (d) Changes. Maxar reserves the right, in its sole discretion, to add, exclude and discontinue any functionality and Content and/or Tools in the Product and on the Maxar Platforms and to make changes and modifications in specifications, construction and design of the Maxar Platforms and Tools and related Product Specifications and Maxar policies.
- (e) Anonymous Data. Maxar may collect and use Anonymous Information to support and improve Maxar's operations, offerings, products, and services. Maxar may also use Anonymous Data for product marketing, research and development activities. Customer understands and agrees that Maxar owns all Anonymous Information and Maxar is not restricted from using or disclosing such Anonymous Data in any way.

**6.2 USE RESTRICTIONS.** Customer recognizes and agrees that the Product, Maxar Platforms and Tools are the property of Maxar and contain valuable assets and proprietary information of Maxar and its suppliers, as applicable. Accordingly, Customer will not, and will not permit any Group Member, Authorized User or Third Party to:

- (a) Distribute, sublicense, transfer, assign, rent, sell, lease, loan, make publicly available, publish or otherwise convey access to or use of the Product or Derivatives (other than Data Derivatives if permitted in the applicable Product Specification), Maxar Platforms and Tools to anyone other than Group Members and Authorized Users;
- (b) use the Product or Derivatives (other than Data Derivatives if permitted in the applicable Product Specification), Maxar Platforms and Tools for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;
- (c) store, post or process the Content, Derivatives or any Tools in a system or platform that is publicly-accessible;
- (d) use the Maxar Platforms, Tools, Products, Content, Downloaded Content, Streamed Content or Derivatives to improve the accuracy of any other satellite imagery via algorithmic processing or any other method;
- (e) with respect to Information Products accessible via the Product, use or attempt to use Information Product or Derivatives thereof to train machine learning algorithms for feature extraction or for any purpose;
- (f) remove, bypass or circumvent any electronic or other forms of protection included on or with the Product, the Maxar Platforms, Tools or Content;
- (g) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product, the Maxar Platforms, Tools or Content;
- (h) modify or use the Tools, Product, Content, Downloaded Content, Streamed Content, Derivatives, or the Maxar Platforms in any manner that infringes upon the Intellectual Property Rights of another entity, or violates any applicable laws;
- (i) reverse engineer, disassemble, decompile or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Product, Maxar Platforms, Tools are based to the extent this restriction is permitted by law;
- (j) use the Product, Maxar Platforms or Tools to store or transmit infringing, libelous, or otherwise unlawful or tortious material or to: (ii) harass any person, cause damage or injury to any person or property; (ii) publish any material that is false, defamatory, harassing or obscene; (iii) violate privacy rights; (iv) promote

bigotry, racism, hatred or harm; (v) send unsolicited bulk e-mail, junk mail, spam or chain letters; (vi) send or store any virus, worm, time bomb, Trojan horse or other harmful or malicious code, file, script, agent or program; (vii) interfere with or disrupt the integrity or performance of the Product, Maxar Platforms and/or Tools or the Content or data contained therein; or (ix) to bypass or breach any security and usage device or protection used by the Product, Maxar Platforms and/or Tools or otherwise to attempt to gain unauthorized access to the Product, Maxar Platform, Tools or any related systems or networks or any Third Party data;

- (k) interfere with the operation of the Product, Maxar Platforms or Tools or attempt to access any account, data or computing resources not belonging to or intended for Customer;
- (l) use the Maxar Platforms, Tools, Product, Content, Downloaded Content, Streamed Content or Derivatives for any activities where the use or failure of the same could lead to death, injury, or property or environmental damage;
- (m) monitor any Product, Maxar Platform or Tools for availability, performance, content, functionality or for any other benchmarking or competitive purposes; or
- (n) otherwise use or access the Maxar Platforms, Tools, Product, Content, Downloaded Content, Streamed Content or Derivatives for any purpose not expressly permitted under these License Terms, including, without limitation, for Commercial Purposes.

6.3 **NO SCRAPING.** Customer is expressly prohibited from scraping or downloading Content in bulk, except to the extent permitted in the Product Specification and in accordance with Customer's applicable Product Level. If Customer's account generates a high volume of transactions, Maxar reserves the right to set transaction limits. Maxar also reserves the right to set other usage policies in the applicable Product Specification.

## 7. OWNERSHIP.

### 7.1 PRODUCT, CONTENT AND DERIVATIVES.

- (a) Maxar. All right, title and interest in and to the Product (including all Content, Tools, and the Maxar Platforms and Tools), and all corrections, enhancements, or other modifications made thereto by Maxar or any Third Party at Maxar's direction, and all Intellectual Property Rights therein are the sole and exclusive property of Maxar or its Affiliates or suppliers, as applicable.
- (b) Customer. 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 a Derivative and any new material contributed by Customer or a Group Member in the creation of a Derivative, but specifically excluding materials or Intellectual Property owned by Maxar, its Affiliates, or its suppliers, as applicable (including, without limitation, Imagery Products integrated, referenced, recast, transformed or adapted in the 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 a Derivative by Customer or a Group Member is subject to the license and use restrictions set forth in Sections 3 and 6 of these License Terms.
- (c) All rights not expressly granted to Customer in these License Terms are reserved by Maxar.

7.2 **FEEDBACK.** Customer may provide suggestions and comments regarding usability, bug reports, test reports or other feedback (collectively, "Feedback"), regarding the Product, Maxar Platforms and Tools. Customer agrees that: (i) Maxar may freely use, disclose, reproduce, license, distribute and otherwise commercialize improvements resulting from the Feedback in any Maxar product, technology or service; and (ii) Customer obtains no Intellectual Property Rights in any improvements to the Product, Maxar Platforms or Tools or other products, technology, or services resulting from the Feedback and hereby expressly waives any such claims.

8. **ATTRIBUTION.** Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed on or in the Product, Maxar Platforms and Tools and will ensure that all notices are reproduced on all copies of any Content and Derivatives permitted hereunder. All Downloaded Content and Derivatives (including Data Derivatives) must include the following copyright notice on or adjacent to the Downloaded Content or Derivative: [Content type] © [YEAR] Maxar Technologies. Certain Third Party Content may be subject to additional attribution requirements, as set forth in the Product Specification.

9. **CERTIFICATION AND AUDIT.** Upon Maxar's written request, and not more than once per calendar year, Customer will certify its compliance with the Customer Agreement and these License Terms. Upon thirty (30) days written notice and no more than once every twelve (12) months, Maxar may audit Customer's compliance with the Customer Agreement and these License Terms. Customer will cooperate with Maxar's audit and provide reasonable assistance and access to information and records related to this Agreement and Customer's and its Authorized Users' use of the Product and

Content and compliance with the License Terms, Customer Agreement and Product Specifications. Audits will not unreasonably interfere with Customer's normal business operations and will be subject to reasonable confidentiality requirements. If an audit results in a finding of non-compliance, Maxar may, at its discretion: (a) invoice any additional fees due with interest as set forth herein and recover the cost of the audit if additional fees exceed five percent (5%) of the fees paid during the audit period; and (b) terminate these License Terms in accordance with Section 13 below. Customer must pay the invoices issued under this Section within thirty (30) days following the date of invoice.

10. **INDEMNIFICATION.** Customer will defend, indemnify and hold Maxar, its Affiliates and its suppliers harmless from and against any claims that may arise against Maxar, its Affiliates, its suppliers or Certified Reseller out of Customer's use of the Product, including, without limitation, a violation by Customer of the Customer Agreement or Section 15.6, 15.7 or 15.8 of these License Terms.
11. **LIMITED WARRANTY AND DISCLAIMER.**
  - 11.1 **LIMITED WARRANTY.** During the subscription Term, Maxar warrants to Customer only that the Product ordered will perform materially in compliance with the Product Specification. Maxar's sole obligation and Customer's exclusive remedy for a breach of this warranty is for Maxar, at its option and expense, to: (i) repair or replace the non-conforming Product; or (ii) terminate the applicable license and refund all fees paid by Customer for the non-compliant Product. Any claim under this warranty must be made within thirty (30) days following Customer's initial discovery of the non-conformity. 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 Maxar or any breach by Customer of the Customer Agreement, including these License Terms.
  - 11.2 **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 11, THE PRODUCT, CONTENT, MAXAR PLATFORMS AND TOOLS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION, CONTENT OR RESULTS, OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. NEITHER MAXAR NOR ITS AFFILIATES OR SUPPLIERS WARRANT THAT THE PRODUCT, CONTENT, MAXAR PLATFORMS OR TOOLS WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PRODUCT, CONTENT, MAXAR PLATFORMS OR TOOLS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF THE PRODUCT, CONTENT, MAXAR PLATFORMS OR TOOLS WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.
12. **LIMITATION OF LIABILITY.** IN NO EVENT WILL MAXAR, 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, RELATED TO THESE LICENSE TERMS, THE PRODUCT, CONTENT, MAXAR PLATFORMS OR TOOLS, 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 MAXAR, ITS AFFILIATES AND ITS SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THESE LICENSE TERMS, THE PRODUCT, CONTENT, MAXAR PLATFORMS OR TOOLS, EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. 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. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
13. **TERMINATION.** These License Terms will remain in effect with respect to the Product for the Term set forth in Section 5.1 of these License Terms and with respect to the Downloaded Content and Streamed Content as set forth in Section 5.2 of these License Terms, unless in either case, the Term is earlier terminated in accordance with this Section 13.
  - 13.1 **BY MAXAR.** In addition to those termination rights set forth in Section 12 of these License Terms, Maxar may terminate the subscription and associated license rights upon written notice to Customer if Customer or any Group Member (a) breaches Section 3, 6, 7, 8, 10, 16.6, 16.7, or 16.8 of these License Terms; or (b) materially breaches any other provision of these License Terms or the Customer Agreement and fails to cure the breach within thirty (30) days after receiving written notice to do so.
  - 13.2 **BY CUSTOMER.** Customer may terminate the subscription and associated license rights at any time by (a) stopping use of the Product, Maxar Platforms and Tools; (b) permanently deleting the Tools, Downloaded Content and Derivatives thereof from all devices and systems and destroying all copies; and (c) certifying to Maxar in writing that it and its Group Members have ceased all use of the Product, Maxar Platforms and Tools and that all copies of Downloaded Content and Derivatives have been deleted or destroyed; however, Customer is still responsible for



paying all license fees in full.

- 13.3 **OBLIGATIONS UPON TERMINATION.** Upon termination or expiration of these License Terms, all rights to use the Product, Content, Maxar Platforms and Tools granted to Customer under these License Terms will immediately cease and Customer and its Group Members will (and will cause all Authorized Users to) immediately stop all use of the Product, Maxar Platforms, Tools, Content and Derivatives thereof (other than Data Derivatives). Except as may be required by law, Maxar will delete or otherwise render inaccessible any Customer Content that remains in the Product, Maxar Platform or Tools on the expiration or termination of the Term, with the exception of any Customer Content in Maxar's backup media and servers. Backup copies of Customer Content will be deleted pursuant to Maxar's data retention policy and shall be maintained in accordance with the License Terms until 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. However, unless these License Terms were terminated due to Customer's breach or pursuant to Section 13.2, Customer may continue to use any Downloaded Content licensed on a perpetual basis and Derivatives thereof in accordance with and subject to those terms of these License Terms that apply to the use of Downloaded Content and Derivatives thereof.
14. **SUSPENSION.** Maxar may, in addition to its other available rights and remedies, suspend Customer's or any Authorized User's or Group Member's right to access or use any portion or all of the Product, Maxar Platforms and/or Tools immediately upon notice if: (a) Customer, an Authorized User, Group Member or a Group Member Authorized User's use of the Services (i) poses a security risk to the Product, Maxar Platforms and/or Tools or any third party, (ii) could adversely impact the Product, Maxar Platforms and/or Tools or the use of the same by another Maxar customer, (iii) could subject Maxar, a Maxar Affiliate, or any Third Party to liability, or (iv) could be fraudulent; (b) Customer is in breach of Sections 3, 6, 8, 9, 10, 13.3, 16.2, 16.6, 16.7 or 16.8 of this Agreement or fails to pay any portion of the fees when due after receiving written notice from Maxar that payment is past due; or (c) required by applicable law. Customer remains responsible for all fees during any period that the Product, Maxar Platforms and/or Tools under this Section.
15. **SURVIVAL.** The duties and obligations of the parties under Sections 6 (Restrictions), 7 (Ownership), 8 (Attribution), 9 (Certification and Audit), 10 (Indemnification), 12 (Limitation of Liability), 13.3 (Obligations upon Termination), 15 (Survival), and 16 (General Terms) of these License Terms will survive expiration or termination of these License Terms.
16. **GENERAL TERMS.**
- 16.1 **ENTIRE AGREEMENT.** These License Terms, together with the Customer Agreement, Product Specifications, other materials specifically referenced and incorporated herein, and any other policy or document linked within the Product or Maxar Platform itself, 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. To the extent any terms are inconsistent, the following order of precedence shall apply: (1) Customer Agreement, (2) Product Specifications, (3) License Terms, and (4) any other materials referenced or incorporated herein.
- 16.2 **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 Maxar. 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.
- 16.3 **AMENDMENT.** Except as set forth in Section 4 and Section 6.1 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.
- 16.4 **WAIVER.** All waivers must be in writing and signed by the party granting the waiver. A waiver of any 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. The failure or delay by a party to require performance of any provision of this Agreement does not constitute a waiver.
- 16.5 **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.
- 16.6 **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.
- 16.7 **INTERNATIONAL TRADE COMPLIANCE.** The Product is subject to the customs and export control laws and regulations of the United States 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 or Maxar generally. Customer will cooperate with Maxar to ensure ongoing compliance with all laws, regulations and other legal requirements applicable to the conduct of its business and these License Terms and will provide Maxar with the assurances and official documents that Maxar may request periodically to verify Customer's compliance with these License Terms.

- 16.8 **DATA PROTECTION.** If delivery, creation, or Customer's use of the Product will involve the Processing of Personal Data, Customer is solely responsible for its compliance at all times with applicable laws, regulations and other legal requirements related to such use, including, without limitation, obtaining any and all applicable approvals and consents necessary for such use from any Data Subjects and regulatory authorities. Without limiting the foregoing, 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.

- 16.9 **GOVERNING LAW AND DISPUTE RESOLUTION.** All matters and disputes arising out of or in connection with this License Agreement will be governed by and construed under the laws and using the method of dispute resolution indicated below, based upon where Customer is domiciled:

If Customer is domiciled in:	The governing law is:	Any suit, action or proceeding arising out of or relating to this Agreement must be:
United States of America, Canada, or Mexico	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
Any other country	Laws of England & Wales	Finally settled under the Rules of Arbitration of the International Chamber of Commerce by arbitrator(s) appointed in accordance with those Rules. The place of arbitration shall be New York, New York, and any and all awards and other decisions shall be deemed to have been made there, without prejudice to the right of the arbitral tribunal to hold hearings, meetings, or sessions any place it deems appropriate.

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 language of arbitration will be English. The party or parties prevailing in any legal actions, arbitration or other proceeding relating to this License Agreement, whether in arbitration, at trial or upon appeal, will be entitled to recover reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this License Agreement

- 13.9 **NOTICES.** Except for routine operational correspondence, all notices made or given pursuant to these License Terms must be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when: (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally-recognized private carrier (e.g., Federal Express, DHL, etc.) (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices will be sent to Customer at the address set forth in the Order Confirmation (or if none is specified, the address to which Maxar sends invoices). Notices to Maxar must be sent to (a) [legalservices@maxar.com](mailto:legalservices@maxar.com), if electronic; and (b) to 1300 W. 120th Avenue, Westminster, Colorado 80234, USA, attention Legal Department, if sent in hard copy.

- 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. All communications and notices to be made or given pursuant to these License Terms must be in the English language. The titles and headings herein are for reference purposes only.

- 13.11 **FORCE MAJEURE.** Except for Customer's obligation to make payment under the Customer Agreement or these License Terms, neither party will be liable for any failure or delay in fulfilling or performing any term of these License Terms when and to the extent the failure or delay is caused by or results from acts or events beyond that party's reasonable control, including, without limitation: acts of God; fire; water damage; natural disaster (including earthquakes, storms, and floods); power or utility outages; strikes; war, military action, or act of terrorism; medical crisis, pandemic or epidemic; a total or partial loss, malfunction, or failure of a satellite, ground station, or communications network, whether temporary or permanent; a change in law or regulation (including export control

regulations); acts, directives and orders of government and health authorities; or an order or judgment of a court (not arising out of breach by the party of these License Terms). The party suffering a force majeure event will promptly give notice to the other party, stating the period of time the occurrence is expected to continue.

**13.12 EQUITABLE REMEDIES.** The parties agree that a breach or threatened breach by Customer of its obligations under these License Terms would give rise to irreparable harm to Maxar and that Maxar will be entitled to seek equitable relief (without any requirement to post bond), including injunctive relief or specific performance of the terms, in addition to any other remedy to which it is entitled at law or in equity.

**13.13 US GOVERNMENT RIGHTS.** Each of the Products, Maxar Platforms and Tools, their respective Product Specifications, and the components that constitute the Products, Maxar Platforms and Tools is a "commercial product" as that term is defined at 48 C.F.R. 2.101, which may include "technical data" developed solely at Maxar's expense or "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Products, Maxar Platforms, Tools and Product Specifications as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §§12.211-12.212, with respect to all other US Government licensees and their contractors.

## **17. 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 or a Group Member to use the Product on behalf of Customer or Group Member, or if the Customer is a university or school, then Authorized Users may include Customer's currently-enrolled students.

**"Beta Services"** has the meaning set forth in Section 2 above, and may include, by way of non limiting examples, Beta APIs, Beta Plug-Ins and the like.

**"Certified Reseller"** means a reseller authorized by Maxar 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 by or for any Third Party, for sale or for which fees or charges are paid or received; (d) access or use anything provided to build or support any products or services competitive to Maxar; and (e) use in any books, news publication or journal

**"Content"** means all Imagery Products, Information Products, Elevation Products, Tasking Products and other imagery and/or data, including Third Party Content, licensed or made available by Maxar on the Maxar Platform or included in, or made accessible via, the Product.

**"Contract Year"** means that 12-month period beginning on the Start Date and each subsequent 12-month period.

**"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 or Group Member. For avoidance of doubt, "Contractor" includes a volunteer who is under contract with Customer to provide services on behalf of Customer or Group Member, provided that the Customer and/or Group Member maintains direct control over all access to, and copies of, Products and/or Derivatives, and the volunteer is not permitted to use the Products or Derivatives for any purpose other than Customer's permitted uses.

**"Customer Agreement"** means (a) with respect to a Customer that purchases a license to use the Product from Maxar directly, that agreement consisting of the applicable Order Confirmation, any Supplemental Order Confirmation, and the 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 Content"** means shapefiles, KML files, software, applications, tools, algorithms, models, methods or other data owned or controlled by Customer and used or stored by Customer in the Product or Map Based Application (as applicable).

**"Customer"** means that individual, legal entity or government agency that has purchased a license to use the Product either



directly from Maxar or from a Certified Reseller.

**“Data Derivative”** means, with respect to each Content type, the following: (1) For Imagery Products, a Data Derivative is a Derivative of the Imagery Product that does not contain any imagery data or metadata from the source Imagery Product and is irreversible and uncoupled from the imagery data in the source Imagery Product. However, Data Derivatives specifically exclude the following Derivatives: orthorectified imagery; PAN, MS and PAN-Sharpener imagery; and Digital Elevation Models (DEM), Digital Surface Models (DSM), Digital Terrain Models (DTM), Triangulated Irregular Network (TIN) and Point Cloud elevation models (including, without limitation, 3D and building models, bathymetry and sea floor mapping); (2) for Tasking Products, a Data Derivative will be determined based upon the type of Product collected. For example, if the Tasking Product results in the generation of an Imagery Product, then the permitted Data Derivatives for the Tasking Product are the same as those for the resulting Imagery Product; and (3) for all other types of Content there are no Data Derivatives.

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

**“Derivative”** means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to Content, including, without limitation, reformatting of Content 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 Content; or any copy or reproduction of Content.

**“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, Tool or a Maxar Platform.

**“Downloaded Content”** means any Content downloaded or extracted from the Product, a Tool or a Maxar 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).

**“Feedback”** has the meaning set forth in Section 7.2 above.

**“Group Member”** means (a) a single Affiliate of Customer; or (b) a single government agency that is part of the same government level as Customer, to which Customer sublicenses the Product(s) if permitted to do so under these License Terms.

**“Imagery Products”** means a product that consists of satellite imagery, aerial photography, and other data owned or controlled by Maxar, including all metadata. “Imagery Product” does not include satellite or aerial imagery owned by Third Party suppliers and licensed under Third Party Terms, and does not include Elevation Products or Information Products.

**“Initial Term”** means the period of time that Customer is entitled to use the Product as set forth in the Customer Agreement and further defined in Section 5 of these License Terms.

**“Information Products”** means 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, 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, technology, methods, processes, information and technology.

**“Internal Use”** means use of the Product and permitted Derivatives solely for the internal business purposes of Customer or Group Member, as applicable and subject to those restrictions set forth in Section 6 of these License Terms, and not for any Commercial Purpose.

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

**“Maxar Platform”** means a technology platform controlled by Maxar, including the computer hardware, software, Tools, and all other non- Content resources, upon which applications, processes or other technologies can be hosted and/or developed, used by Maxar to make the Product available to, and usable by, Customer via the Internet.

**“Order Confirmation”** means that agreement or other document prepared by Maxar that sets forth the Product(s) Maxar 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”** means the subscription-based Maxar service, including all Content and Tools, which is delivered via a Maxar Platform, as described in these License Terms, the applicable Customer Agreement and Product Specification.

**“Product Level”** means a specific combination of Content, tools, and/or features, as described more fully in the Product Specification, and as designated in the Customer Agreement.

**“Product Specification”** means with respect to the Product and each type of Content, the description and specification published by Maxar and available upon request.

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

**“Start Date”** means the first date that Maxar delivers access credentials to Customer or Certified Reseller, whichever is first.

**“Stream(ed)”** means the transfer of data in a continuous manner that the recipient can access as the file is being transferred, and which data may be saved to a temporary buffer.

**“Streamed Content”** means any Content Streamed from the Product, a Tool or a Maxar Platform.

**“Single Session”** means the time during which a program accessing Streamed Content is running, without being closed or shut down.

**“Supplemental Order Confirmation”** means that agreement or other document prepared by Maxar and accepted by Customer that supplements or modifies the Customer's existing subscription to the Product, and which references the original Order Confirmation associated with that subscription.

**“Tasking Product”** means an offering that allows Customer to designate when and where Imagery Products should be collected by a constellation of satellites.

**“Term”** means that period of time during which Customer has valid access credentials to use the Product, as set forth on the Customer Agreement or a Supplemental Order Confirmations. The period of time that Customer is entitled to use Downloaded Content, Streamed Content and Derivatives thereof may be different, as set forth in Section 5.2 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 these License Terms and is not an Affiliate of Maxar.

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

**“Third Party Terms”** has the meaning set forth in Section 3.4(a) above.

**“Tools”** means all software, applications, APIs, tools, algorithms and other support resources made available by Maxar on the Maxar Platform or included in the 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 computing environment.

- END OF SUBSCRIPTION SERVICE  
LICENSE TERMS -