

MAXAR DELIVERY AND PLATFORM USAGE POLICY

Version B8-12-21

This Maxar policy is subject to change. Capitalized terms that are not defined in Section 3 below are defined in the applicable Customer Agreement.

1. **DELIVERY.** Maxar will deliver all Materials on DVD or external hard drive or electronically as set forth below. All Materials delivered by Maxar are deemed accepted upon delivery.
 - 1.1 **DVD AND EXTERNAL HARD DRIVE.** DVDs and external hard drives will be shipped FCA Maxar's facility (Incoterms® 2010). Customer authorizes Maxar to select the carrier unless Customer notifies Maxar in writing that it has nominated a specific carrier. Customer is responsible for all transportation fees as well as customs clearance in the destination country and any applicable customs fees, duties and taxes; these fees, duties and taxes are not included in the fees for the applicable Materials. Title to the physical media (subject to the terms and conditions in the applicable Order Confirmation, License Agreement or Customer Agreement) will pass to Customer at the port of entry of the destination country, prior to customs clearance.
 - 1.2 **ELECTRONIC DELIVERY.** Maxar will notify Customer by email when the applicable Materials are available for download by Customer from a designated download site. That email will also include instructions on how to download the Materials. Materials made available to Customer via designated electronic download sites are deemed to be delivered when the notification email is sent by Maxar. Customer will have fourteen (14) days from the date of this notification to download the Materials from the designated site, after which the Materials will be removed from the site and additional charges will apply for the re-delivery of the Materials to Customer.
2. **MAXAR PLATFORMS.** Materials made available to Customer and its Authorized Users via a Maxar Platform are deemed to be delivered when Maxar sends an email providing Login Credentials to access the applicable Maxar Platform and notifies the Customer or the Certified Reseller, whichever occurs first, that the Materials are available on the Maxar Platform. The following additional restrictions apply to Customer's and its Authorized Users' access and use of any Maxar Platform:
 - 2.1 **AUTHORIZED ACCESS.** Customer and its Authorized Users will access Maxar Platforms via the Internet using a specific Customer account and Login Credentials. Customer is solely responsible for the confidentiality, security and use of its account, Login Credentials and all Maxar Platforms. Maxar will have the right to rely upon any information received from any person using Customer's account and/or Login Credentials and will incur no liability for this reliance. Customer will use commercially reasonable efforts to prevent unauthorized access to and use of the Maxar Platforms, its account and its Login Credentials and will notify Maxar promptly of any unauthorized access or use of which it is aware.
 - 2.2 **RESTRICTIONS.** Without limiting the foregoing, Customer and its Authorized Users will not:
 - (i) remove, bypass or circumvent any electronic or other forms of protection included on or with the Customer account, Login Credentials and/or Maxar Platforms;
 - (ii) share, make available or provide access to Customer's account or Login Credentials for any Maxar Platform to anyone except for Customer's Authorized Users;
 - (iii) use any Maxar Platform for the business needs of any Third Party, including without limitation, providing any services to any Third Party;
 - (iv) reverse engineer, disassemble, decompile or otherwise attempt to derive the algorithms, source code, databases or data structures upon which a Maxar Platform is based to the extent this restriction is permitted by law;
 - (v) monitor any Maxar Product availability, performance, content, functionality or for any other benchmarking or competitive purposes;
 - (vi) use any Maxar Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
 - (vii) upload any material that it does not own or otherwise have a license to use or permit Maxar to use to any Maxar Platform or any other Maxar computing systems and/or networks;
 - (viii) attempt to access or use or any account, Materials, data, Maxar Platform, or any other

Maxar computing systems and/or networks not intended for Customer;

- (ix) attempt to interfere with the operation of any Maxar account, Materials, data, Maxar Platform, or any other Maxar computing systems and/or networks;
- (x) use any Maxar Platform to improve the accuracy of any other satellite imagery via algorithmic processing or any other method;
- (xi) use any Maxar Platform for any activities where the use or failure of thereof could lead to death, injury, or property or environmental damage; or
- (xii) use or access any Maxar Platform from a publicly-accessible system or platform.

2.3 TRANSFER LIMITATIONS. If Customer's account for any Maxar Platform 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 Product Specifications for all Maxar Platforms.

2.4 NO SCRAPING. Customer is expressly prohibited from scraping or downloading Materials in bulk using any Maxar Platform, except to the extent expressly permitted, in and in accordance with, the Product Specification and the applicable Customer Agreement.

2.5 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 Maxar Platform 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 a Maxar Platform or a Maxar computing system and/or network by any unauthorized person. Maxar will notify Customer if it disables Customer's access as soon as reasonably possible thereafter.

2.5 CHANGES. Maxar reserves the right, in its sole discretion, to add, revise and discontinue a Maxar Platform and to make changes and

modifications in specifications, construction, functionality and design of the Maxar Platforms.

2.6 ANONYMOUS DATA. Maxar may collect and use Anonymous Information and disclose it to its Third Party service providers, 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 Data and Maxar is not restricted from using or disclosing such Anonymous Data in any way.

3. DEFINITIONS.

"Anonymous Data" means usage statistics about device and use of a Product or Maxar Platform 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 Data does not include Personal Data.

"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 License Agreement, Order Confirmation, any Supplemental Order Confirmation and the Product Terms and Conditions, which references this policy; and (b) with respect to a Customer that purchases a license to use the Product from a Certified Reseller, that agreement between the Certified Reseller and Customer pursuant to which Customer receives a license to the Product.

"Customer" means that individual, legal entity or government agency that has purchased a license to use the Product either directly from Maxar or from a Certified Reseller.

"Data Subject" means an identifiable natural person.

"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, Maxar Platforms or Maxar provided Products, Materials, data, imagery or other information.

"Login Credentials" means any access tokens, account information, passwords or other login credentials to Customer's account for any Maxar Platform.

"Materials" means all Products, reports, deliverables, or other materials that are specified in an Order Confirmation, License Agreement or Customer Agreement that specifically references this policy.

“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 related terms, and that is presented to Customer or Certified Reseller 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.

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

“Product Specification” means with respect to the Product and each type of Content, the description and specification published by Maxar and available upon request or at <https://www.maxar.com/legal>.

“Third Party” means any individual, corporation, limited liability company, partnership, other organization or government agency that is not a party to the Customer Agreement and is not an Affiliate of Maxar.

“Tools” means all software, applications, APIs, tools, algorithms and other support resources made available by Maxar on the Maxar Platform or included in a 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 MAXAR DELIVERY AND PLATFORM USAGE POLICY]