

**END USER LICENSE TERMS
FEDGOV LICENSE**

Version B4-21-21

These FedGov License terms (the "License Terms") apply to your use of a Product if you have licensed that 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 are in addition to and supplement the terms of the Internal Use License or Group License granted by Maxar covering the Product.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed by Maxar under a FedGov License, you 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 and its Affiliates to the terms and conditions of these License Terms, in which case "Customer" refers to such entity and its Affiliates. If you do not agree to the terms in these License Terms, do not download, access or use any Maxar Product. Capitalized terms used in these License Terms are defined in Section 4 below.

1. **GRANT OF LICENSE.** In addition to those use rights set forth in the Internal Use License or Group License, as applicable, Maxar grants to Customer the following rights:
 - (a) **FedGov End User.** If Customer is a FedGov End User, during the Term, Maxar grants to Customer the FedGov Use Rights; provided, however, that if the FedGov End User wants to provide the Product to other permitted governmental agencies, it must purchase a Group License covering that number of governmental agencies to which it will provide the Product.
 - (b) **Prime Contractor.** If Customer is a Prime Contractor, during the Term, Maxar grants to Customer a limited, non-exclusive, non-transferable license to (i) sublicense the Product(s) specified in the Customer Agreement to one FedGov End User; or (ii) create a value added Derivative of the Product specified in the Customer Agreement and sublicense the Derivative to one FedGov End User. In either case, the license rights set forth in Section 1 of the Internal Use License or Group License will apply to the FedGov End User and not the Prime Contractor. The Prime Contractor is responsible for entering into a sublicense agreement with the FedGov End User that includes terms and conditions that are the same as these License Terms and the terms of the Internal Use License or Group License granted by Maxar covering the Product, and the Prime Contractor will promptly provide Maxar, in writing, with the name of and address of the FedGov End User. In addition, the FedGov End User is granted the FedGov Use Rights; provided, however, that if the FedGov End User wants to provide the Product to other permitted governmental agencies, it must purchase a Group License covering that number of governmental agencies to which it will provide the Products.
2. **DEFINITION OF GROUP MEMBER.** If Customer has licensed the Product pursuant to a Group License, the definition of "Group Member" in such Internal Use License or Group License, as applicable, is deleted and replaced as follows:

""**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 as permitted in Section 2 of these License Terms. However, with respect to a FedGov Group, a "Group Member" means a single government agency that is part of the U.S. Federal government or a foreign government agency that is part of a coalition including a FedGov End User."
3. **UNDERLYING LICENSE TERMS.** Except as specifically modified by these License Terms, the Internal Use License or Group License, as applicable, (including all provisions contained therein) are, and will continue, in full force and effect. However, the FedGov End User, for the avoidance of doubt, is not subject to any indemnity, audit, choice of forum/choice of law provisions set forth in the Prime Contractor's Customer Agreement. Capitalized terms used in these License Terms but not defined in these License Terms will have the meaning set forth in the underlying Internal Use License or Group License, as applicable. All of the general provisions set forth in the underlying Internal Use License or Group License, as applicable, granted by Maxar covering the Product will apply to these License Terms as if included in these License Terms.

4. DEFINITIONS.

"**Affiliate**" means any legal entity controlling, controlled by or under common control with 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.

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

"**Commercial Purpose**" 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.

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

“Customer Agreement” means (a) with respect to a Customer that purchases a license to use the Products from Maxar directly, that agreement consisting of the applicable Order Confirmation and Product Terms and Conditions; 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.

“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.

“FedGov Group” means a Group comprised of a FedGov End User and its Group Members.

“FedGov End User” means a single government agency in the Federal government of the United States that is a direct Customer or for which a Prime Contractor licenses the Product.

“FedGov Use Rights” means the perpetual right to:

- (a) generate an unlimited number of hardcopies and softcopies of the images contained in the Product for use by FedGov End User;
- (b) generate any derived product from the Product; and
- (c) use and distribute the Product without restriction, except as follows:
 - (i) the Product and Derivatives must contain the copyright markings originally included with the Product;
 - (ii) the Product and Derivatives may be used by the U.S. Government (including all branches, departments, agencies and offices) and may be distributed to state governments, local governments, foreign governments and inter-governmental organizations and non-governmental organizations and other non-profit organizations, without further right of distribution, provided that a Group License covering that number of governmental agencies that will use the Products or Derivatives has been purchased; and
 - (iii) the Product and Derivatives may not be used by FedGov End User or any government, agency, entity or individual person for any Commercial Purpose or made available to the public.

“Group” means the FedGov End User and Group Members.

“Group Member” has the meaning set forth in Section 2 of these License Terms.

“Group License” means the terms and conditions that apply if Customer has licensed the Products pursuant to a “Group License 1 to 5” or “Group License >5.” The Group License is available at <https://www.maxar.com/legal>.

“Internal Use License” means the terms and conditions that apply if Customer has licensed the Products pursuant to an “Internal Use License.” The Internal Use License is available at <https://www.maxar.com/legal>.

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

“Prime Contractor” means a Customer that: (i) has entered into a written agreement with a FedGov End User for the provision of the Product or a Derivative of the Product; and (ii) proves it is working on a project for the U.S. Federal government by providing a contractual document showing a U.S. Federal agency Contract Order No. or Task Order No., a USG research grant document or a letter (on U.S. government agency letterhead) from the U.S. government funding agency sponsor directing the academic institution or contractor to conduct the project activity and/or license Products using U.S. government funding.

“Product” means that product and/or service licensed by Customer, as set forth in the Customer Agreement.

“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>.

“Term” means that period of time Customer is entitled to use the Product, as set forth in the underlying Internal Use License or Group License, as applicable.

- END OF FEDGOV LICENSE -