END USER LICENSE TERMS
GROUP PROJECT LICENSE

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1. SUBLICENSE RIGHTS. In addition to those use rights set forth in any other license granted by Maxar covering the Products and subject to the requirements and restrictions in Sections 2 and 3 below, Maxar grants to Customer the right to sublicense to the total number of Group Members and/or Project Group Members specified in the Customer Agreement and their respective Authorized Users the same Internal Use rights granted to Customer in the underlying license granted by Maxar covering the Product only for its own Internal Use in connection with the applicable Group Project.

2. REQUIREMENTS. For each sublicense granted under Section 1 of these License Terms, Customer will promptly provide Maxar, in writing, with the name of and address of each Project Group Member and a description of the Group Project. Sublicenses granted under Section 1 of these License Terms are not transferable and may not be assigned to another entity or agency by Customer. Customer is responsible for entering into a sublicense agreement with each Project Group Member that includes terms and conditions that are the same as these License Terms and the terms of any other license granted by Maxar covering the Products. Customer will ensure that each Project Group Member complies with these License Terms and the terms of any other license granted by Maxar covering the Products. Customer will be responsible for the acts and omissions of the Group Project Members relating the Products and any breach by a Project Group Member of the terms of these License Terms and/or the terms of any other license granted by Maxar covering the Products will be deemed a breach by Customer.

3. UNDERLYING LICENSE TERMS. Except as specifically modified by these License Terms, the underlying license(s) granted by Maxar covering the Products (including all provisions contained therein) are, and will continue, in full force and effect. For clarification, all use of the Products by Project Group Members and their Authorized Users will be combined with Customer’s use of the Products to determine compliance with all use limitations set forth in the underlying license granted by Maxar covering the Products. All of the general provisions set forth in the underlying license granted by Maxar covering the Products will apply to these License Terms as if included in these License Terms. Capitalized terms used in these License Terms but not defined in these License Terms will have the meaning set forth in the underlying the underlying license granted by Maxar covering the Products.

4. DEFINITIONS.

“Affiliate” means any legal entity controlling, controlled by or under common control with Customer, 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.

“Authorized User” means an employee or Contractor that is authorized by Customer to use the Product on behalf of Customer, or if the Customer is a university or school, then Authorized Users may include Customer's currently-enrolled students.

“Certified Reseller” means a reseller authorized by Maxar to resell licenses to use the Products.

“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. For avoidance of doubt, “Contractor” includes a volunteer who is under contract with Customer to provide services on behalf of Customer, provided that the Customer 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” 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 Products from a Certified Reseller, that agreement between the Certified Reseller and Customer pursuant to which Customer receives a license to a Product.

“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 Products.

“Group Project” means a project undertaken by Customer and one or more Group Members and/or Project Group Members.

“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.

“Product” means that product 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.

“Project Group Member” means a single entity or agency that is unrelated to Customer but that is working together with Customer on a Group Project, to which Customer sublicenses the Products.

- END OF GROUP PROJECT LICENSE -