

## END USER LICENSE TERMS GROUP PROJECT LICENSE

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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.

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