

END USER LICENSE TERMS MGP XPRESS INTERNAL USE LICENSE

Version A7-12-2023

These MGP Xpress Internal Use License terms ("License Terms") govern how you can use Products accessed and obtained through the Maxar Geospatial Platform Xpress service ("MGP Xpress"). These License Terms are between Customer and an Affiliate of Maxar Technologies Inc., a Delaware corporation with offices located at 1300 W. 120th Avenue, Westminster, Colorado 80234 USA ("Maxar"). For purposes of this Agreement, an Affiliate of Maxar Technologies Inc. shall include any other entity that is, directly or indirectly, controlled by Maxar Technologies Inc. These License Terms contain the general terms relating to Customer's access to and use of the Maxar Products and are in addition to the other terms and conditions in the Customer's MGP Xpress Order Confirmation.

By placing a Customer Order or downloading, accessing or using any Product through MGP Xpress, you, on behalf of Customer, 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. 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 14 of these License Terms.

1. **GRANT OF LICENSE.** Subject to Customer's compliance with these License Terms and the applicable Customer Order and Order Confirmation, including, without limitation, payment of all applicable fees, during the Term, Maxar grants to Customer a non-exclusive, non-transferable, limited license to allow an unlimited number of its Authorized Users to:
 - (a) store, access, evaluate, use and reproduce the Product solely for Customer's Internal Use; and
 - (b) process, modify, enhance, adapt and create Derivatives of the Product (including Data Derivatives depending on the type of Product) via formatting, editing, digitization, data combination; or via 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 Data Derivatives can be used for any and all purposes, subject to the attribution requirements set forth in Section 7 of these License Terms.
2. **SUBLICENSE RIGHTS.** Customer may not sublicense to any Third Party the rights granted to Customer in Section 1 of these License Terms. Customer will ensure that each Authorized User complies with these License Terms. Customer will be liable for all acts and omissions of its Authorized Users relating to the Product or any violation of these License Terms. A breach of these License Terms by an Authorized User is deemed to be a breach by Customer.
3. **EDUCATIONAL LICENSE RIGHTS.** If Customer licenses a Product with the Education license grant, Customer represents and warrants that the Product will be used solely for academic research purposes, and in addition to the rights set forth in Section 1 of these License Terms, during the Term, Maxar grants to Customer a non-exclusive, non-transferable, limited license to use the Product for research purposes. **However, Customer must obtain Maxar's prior written consent before publishing any Product or Derivative for research purposes.**
4. **LICENSE TERM.** The Term of the Internal Use License for each Product will begin upon delivery of the Product to Customer and will continue perpetually, unless terminated as set forth in Section 12 or Section 13.7 of these License Terms.
5. **USE RESTRICTIONS.** Customer recognizes and agrees that the Products are the property of Maxar and contain valuable assets and proprietary information of Maxar and its suppliers, as applicable. Any Third Party Content included in a Product is subject to the terms and conditions of any end user license agreement or additional terms accompanying the Product, 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. In addition, except as expressly permitted in Sections 1, 2, and 3 of these License Terms, Customer will not, and will not permit any Authorized User or other 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) to anyone other than Authorized Users;
 - (b) use the Product or Derivatives (other than Data Derivatives) for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;
 - (c) store, post or process the Product or Derivatives in a system or platform that is publicly-accessible;
 - (d) use the Product or Derivatives to improve the accuracy of any other satellite imagery via algorithmic processing or any other method;
 - (e) with respect to Information Products, use or attempt to use the Information Product or Derivatives thereof to train machine learning algorithms for feature extraction or any other purpose;

- (f) remove, bypass or circumvent any electronic or other forms of protection included on or with the Product;
- (g) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product;
- (h) modify or use the Product and Derivatives in any manner that infringes upon the Intellectual Property Rights of another entity or individual, or violates any applicable laws;
- (i) reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Product is based, but only to the extent this restriction is permitted by law; or
- (j) otherwise use or access the Product or any Derivative for any purpose not expressly permitted under these License Terms, including, without limitation, for Commercial Purposes.

6. OWNERSHIP. All right, title and interest in and to the Product and all corrections, enhancements, or other modifications to the Product made 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 suppliers, as applicable. All right, title and interest, including all Intellectual Property Rights, in and to enhancements or modifications made by Customer in the creation of a Derivative and any new material contributed by Customer in the creation of a Derivative, but specifically excluding materials owned by Maxar or its suppliers (including, without limitation, Products integrated, referenced, recast, transformed or adapted in the Derivative) are the exclusive property of Customer. However, notwithstanding the ownership rights of Customer in the enhancements, modifications and contributed materials, use of a Derivative by Customer is subject to the license and use restrictions set forth in Sections 1, 2, 3 and 5 of these License Terms. All rights not expressly granted to Customer in these License Terms are reserved by Maxar.

7. ATTRIBUTION. Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed on or in the Product and will ensure that all notices are reproduced on all copies. All Derivatives (including Data Derivatives) must include the following copyright notice on or adjacent to the Derivative:

Maxar Products. [Product] © [YEAR] Maxar Technologies.

8. CERTIFICATION AND AUDIT. Upon Maxar's written request, and not more than once per calendar year, Customer will certify its compliance with the Order Confirmation 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 Order Confirmation 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 use and/or distribution of the Product. 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 the Order Confirmation and these License Terms in accordance with Section 12.1 below. Customer must pay the invoices issued under this Section within thirty (30) days following the date of invoice.

9. INDEMNIFICATION BY CUSTOMER. 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 or its suppliers out of Customer's use of the Product, including, without limitation, a violation by Customer of Section 13.6, 13.7 or 13.8 of these License Terms.

10. LIMITED WARRANTY AND DISCLAIMER.

10.1 LIMITED WARRANTY. Maxar warrants to Customer only that the Product, as delivered by Maxar, will (a) be of the area of interest set forth in the applicable Order Confirmation; and (b) comply in all material respects with the applicable 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 the initial delivery of the Product. 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 these License Terms.

10.2 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY WARRANTED IN SECTION 10.1, THE PRODUCTS 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 PRODUCTS WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.

- 11. 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, 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 THE PRODUCT(S) EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. 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.
- 12. TERMINATION.**
- 12.1 BY MAXAR.** In addition to those termination rights set forth in Section 10, Maxar may terminate these License Terms and associated license rights upon written notice to Customer if Customer (a) breaches Section 1, 2, 3, 5, 6, 8, 9, 13.6, 13.7, or 13.8 of these License Terms; or (b) materially breaches any other provision of these License Terms or the Order Confirmation and fails to cure the breach within thirty (30) days after receiving written notice to do so.
- 12.2 BY CUSTOMER.** Customer may terminate these License Terms and associated license rights at any time by (a) permanently deleting the Product and Derivatives (excluding Data Derivatives, which are owned by Customer) from all devices and systems and destroying any copies on disk; and (b) certifying to Maxar in writing that all copies of the Product and Derivatives (excluding Data Derivatives, which are owned by Customer) have been deleted or destroyed; however, Customer is still responsible for paying all license fees in full.
- 12.3 OBLIGATIONS UPON TERMINATION.** Upon termination or expiration of these License Terms, all rights to use the Product granted to Customer under these License Terms will immediately cease and Customer will (and will cause all Authorized Users to) (a) stop all use of the Product and Derivatives (excluding Data Derivatives) and (b) permanently delete the Product and Derivatives (excluding Data Derivatives) from all devices and systems and destroy any copies on disk. Upon Maxar's written request, following termination or expiration, Customer will certify to Maxar in writing that all copies of the Product and Derivatives (excluding Data Derivatives) licensed under these License Terms have been deleted or 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.
- 12.4 SURVIVAL.** The duties and obligations of the parties under 5 (Use Restrictions), 6 (Ownership), 7 (Attribution), 8 (Certification and Audit), 9 (Indemnification), 11 (Limitation of Liability), 12.3 (Obligations upon Termination), 12.4 (Survival), and 13 (General Terms) of these License Terms will survive expiration or termination of these License Terms.
- 13. GENERAL TERMS.**
- 13.1 ENTIRE AGREEMENT.** These License Terms, together with the Order Confirmation, Product Specification, Maxar Delivery and Platform Usage Policy, and any materials incorporated herein by reference, 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.
- 13.2 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.
- 13.3 AMENDMENT.** 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.
- 13.4 WAIVER.** All waivers must be in writing and signed by the party granting the waiver. A waiver of any of 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 these License Terms does not constitute a waiver.
- 13.5 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.
- 13.6 COMPLIANCE WITH LAWS.** Customer is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business, use of the Product 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.

- 13.7 INTERNATIONAL TRADE COMPLIANCE.** The Products are subject to the customs and export control laws and regulations of the United States and any country in which the Products are 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 Products 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 Products 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. Maxar reserves the right to terminate these License Terms if, in its sole discretion, it determines that Customer has violated this Section.
- 13.8 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.
- 13.9 GOVERNING LAW, BINDING ARBITRATION AND CLASS ACTION WAIVER.** All matters and disputes arising out of or in connection with these License Terms will be governed by and construed under the laws of the state of New York and the laws of the United States, without giving effect to any conflict of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these License Terms.

THIS SECTION CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS PROVISION CAREFULLY. EXCEPT IN CERTAIN LIMITED SITUATIONS DESCRIBED BELOW, IT PROVIDES THAT ANY DISPUTE RELATING TO THE PRODUCTS OR THESE LICENSE TERMS SHALL BE RESOLVED BY BINDING ARBITRATION. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED, BUT THE ARBITRATOR CAN AWARD DAMAGES AND RELIEF AS PERMITTED UNDER THESE LICENSE TERMS.

Both parties agree to arbitrate, as provided below, all Disputes, except: (i) Customer may assert claims in small claims court if the Dispute meets the requirements to be heard in small claims court; and (ii) Maxar may commence and prosecute any legal or equitable action before any court of competent jurisdiction to obtain injunctive or other relief relating to the ownership or enforcement of Maxar's intellectual property rights. "Dispute" includes any dispute, action, or other controversy, whether based on past, present, or future events, between Customer and Maxar concerning the Products or these License Terms, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis. Customer and Maxar empower the arbitrator with the exclusive authority to resolve any Dispute relating to the interpretation, applicability or enforceability of these terms or the formation of this contract, including the arbitrability of any Dispute and any claim that all or any part of these License Terms are void or voidable.

Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("JAMS Rules"). Disputes shall be resolved by binding arbitration before a single neutral commercial arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. The JAMS Rules and instructions about how to initiate an arbitration are available at www.jamsadr.com or 1-800-352-5267. The arbitration shall (i) be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; and (ii) not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. The arbitrator may award damages as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy a party's individual claim. Neither party will seek to have a dispute heard as a class action or private attorney general action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings. Each party will be responsible for its own attorney fees and costs for the arbitration, unless awarded by the arbitrator under applicable law. Any decision of the arbitrator shall be final and judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

CUSTOMER UNDERSTANDS AND AGREES THAT BY ENTERING INTO THE BINDING CONTRACT BASED ON THESE LICENSE TERMS, CUSTOMER AND MAXAR ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. ANY CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THIS MEANS THAT BOTH CUSTOMER AND MAXAR ARE PROHIBITED FROM JOINING OR CONSOLIDATING CLAIMS IN ARBITRATION BY OR AGAINST OTHERS UNLESS BOTH CUSTOMER AND MAXAR AGREE OTHERWISE IN WRITING, AND CUSTOMER AND MAXAR ARE PROHIBITED FROM ARBITRATING ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS. BY ENTERING INTO THESE TERMS, CUSTOMER AND MAXAR ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS ARE DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST PERMITTED UNDER APPLICABLE LAW, ANY TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS.

- 13.10 **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 Customer Order (or if none is specified, the address to which Maxar sends invoices). Notices to Maxar must be sent to (a) legalservices@maxar.com, if electronic; and (b) to 1300 W. 120th Avenue, Westminster, Colorado 80234, USA, attention Legal Department, if sent in hard copy.
- 13.11 **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.
- 13.12 **FORCE MAJEURE.** Except for Customer's obligation to make payment under the Order Confirmation 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.
- 13.13 **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.
- 13.14 **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.
- 13.15 **REGULATORY REVIEW.** Customer understands that each Order Confirmation is subject to regulatory review. Accordingly, Maxar reserves the right to terminate any Order Confirmation upon notice via e-mail and without penalty if Maxar, in its sole discretion, determines that it is prohibited by law from fulfilling the order.
- 13.16 **PRODUCTS.** Customer is responsible for determining which Products best meet its needs. Maxar reserves the right to discontinue developing, producing, licensing or distributing any Product and to modify, replace or add to the Product at its discretion at any time. Customer agrees that Order Confirmations are not contingent on the delivery of any future Product functionality or features or any statements by Maxar regarding any future functionality or features.

14. 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.

"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.

"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 for sale or for which fees or charges are paid or

received; and (d) use in any books, news publication or journal.

“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 Order” means the applicable Product Order placed through MGP Xpress. All Customer Orders are subject to acceptance by Maxar in a corresponding Order Confirmation.

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

“Data Derivative” means, generally, a Derivative of the Product that may be used for any and all purposes in accordance with Section 1(b) of these License Terms. With respect to 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). With respect to all Products besides Imagery Products, 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 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.

“Education Discount” means that discount that is extended to a Customer that is a university, college, technical training institute or school utilizing the Product solely for educational purposes.

“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).

“Imagery Product” means a Product that consists of aerial photography, satellite imagery and other imagery 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.

“Information Product” means a Product that consists of extracted data layers, shapefiles, vectors, summary, analysis or other report, dataset or other information that may include excerpts of satellite imagery or aerial photography.

“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, methods, processes, information and technology.

“Internal Use” means use of the Product and permitted Derivatives solely for the internal business purposes of Customer (subject to those restrictions set forth in Section 5 of these License Terms) and not for any Commercial Purpose.

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

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

“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>.

“Product(s)” means those Imagery Products licensed by Customer, as described in the Customer Order and Product Specification. For clarification, MGP Xpress is not a Product under these License Terms and may only be used pursuant to the MGP Xpress terms of use and the Maxar Delivery and Platform Usage Policy.

“Tasking Product” means a Product that allows Customer to designate when and where imagery or other data should be collected by a constellation of satellites.

“Term” means that period of time that Customer is entitled to use the Product as set forth in the Customer Order and further defined in Section 4 of these License Terms.

“Third Party” means any individual, legal entity, corporation, limited liability company, partnership, other organization or government agency that is not a party to this Agreement 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 5 above.

-- END OF MGP EXPRESS INTERNAL
USE LICENSE TERMS --