Maxar Intelligence Inc. ("we" or "Maxar"), a Delaware Corporation, is the creator and owner of certain Imagery (as defined below) that is represented by non-fungible tokens ("Maxar NFTs"). These terms of use ("Terms") are a legally binding agreement by and between Maxar and any Original Minter or Subsequent Purchaser of Maxar NFTs (collectively, "you" or "Owner") governing the parties’ rights and obligations with respect to the Maxar NFTs and Imagery.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING, PURCHASING, SELLING, OWNING, AND/OR USING ANY IMAGERY OR MAXAR NFT (AS DEFINED HEREIN). THESE TERMS GOVERN YOUR OWNERSHIP OF, ACCESS TO, PURCHASE, SALE, AND/OR USE OF ANY IMAGERY OR MAXAR NFT OFFERED ACCORDING TO THESE TERMS. MAXAR IS ONLY WILLING TO MAKE THE IMAGERY AND MAXAR NFTS AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY OWNING, ACCESSING, PURCHASING, SELLING, AND/OR USING IMAGERY OR A MAXAR NFT, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY'S BEHALF, IN WHICH CASE ‘YOU’ WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE TERMS, THEN MAXAR IS UNWILLING TO MAKE ANY IMAGERY OR MAXAR NFTS AVAILABLE TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT OWN, ACCESS, PURCHASE, SELL OR USE ANY IMAGERY OR MAXAR NFTS.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (SEE SECTION 12 BELOW). PLEASE REVIEW THE ARBITRATION PROVISION CAREFULLY, SINCE IT AFFECTS YOUR RIGHTS. BY OWNING, ACCESSING, PURCHASING, SELLING OR USING IMAGERY OR A MAXAR NFT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION.

ANY PURCHASE OR SALE OF A MAXAR NFT THAT YOU MAKE, ACCEPT, OR FACILITATE WITH A THIRD PARTY WILL BE ENTIRELY AT YOUR RISK. YOU ACKNOWLEDGE AND AGREE THAT MAXAR WILL NOT HAVE ANY LIABILITY FOR ANY LOSSES OR DAMAGES YOU MAY INCUR BY TRANSACTING OR FACILITATING SUCH TRANSACTIONS AND THAT ANY SUCH TRANSACTIONS ARE ENTIRELY AT YOUR OWN RISK.

Any changes to these Terms will be in effect as of the “Last Updated Date” referred to at the beginning of these Terms. Your continued ownership of any Maxar NFT after the “Last Updated Date” will constitute your acceptance of and agreement to such changes.

By owning, accessing, purchasing, selling, or using any Imagery or Maxar NFT, you represent and warrant that you are of legal age to enter into these Terms, and you accept and are bound by these Terms. If you are owning, accessing, purchasing, selling, or using any Imagery or Maxar NFT on behalf of an organization or company, you represent and warrant that you have the legal authority to bind such organization or company to these Terms.

You cannot own, access, purchase, sell, or use any Imagery or Maxar NFT if you: (i) do not agree to these Terms; (ii) are not of the age of majority in your jurisdiction of residence; or (iii) are prohibited from owning, purchasing, selling, accessing, or using Maxar NFTs or Imagery by applicable law.
1. **DEFINITIONS.** The following capitalized terms will have the following meanings:

“Imagery” means any satellite imagery, aerial photography, and other imagery data owned or controlled by Maxar including all metadata (in any form or media, including, without limitation, video or photographs) that is being offered as a free-to-mint NFT on OpenSea and may subsequently be associated with a Maxar NFT that you own.

“Original Minters” means the first party that acquires the ability to mint the Imagery via a free-to-mint offering on OpenSea; subsequently mints the Imagery to a Maxar NFT; and owns, sells, and/or uses the resulting Maxar NFT.

“Subsequent Purchasers” means those parties which subsequently own Maxar NFTs after the Original Minter.

“Purchased NFT” means a Maxar NFT that you have acquired or own.

“Third Party IP” means any third party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

2. **ORIGINAL MINTERS AND MAXAR NFTS**

(i) **Original Minters.** Imagery is initially being offered free-to-mint on the OpenSea platform for the sole purpose of minting to a Maxar NFT and subsequently owning, selling, and/or using the Maxar NFT solely in accordance with these Terms. When acquiring the ability to mint any Imagery via OpenSea, you agree to be bound by these Terms and any terms for which OpenSea may have established related to that transaction. Maxar is not responsible for any payment, processing, fees (including gas fees), or taxes which may be associated with your transaction on OpenSea, subsequent minting of the Imagery to a Maxar NFT, or future sale of the Maxar NFT to a third party. By acquiring the ability to mint the Imagery via OpenSea, you agree to, and hereby, release Maxar of any liabilities associated with payments, processing, fees or taxes for the ownership, purchase, sale, minting, or transfer of rights of a Maxar NFT. Maxar reserves the right to modify the types and number of Imagery that is available free-to-mint at any given time at its discretion. You acknowledge that “gas fees” are transaction fees paid to validators on Ethereum. Maxar does not receive these gas fees and is not able to refund them. Maxar also doesn’t control gas prices nor does it profit from them.

(ii) **Maxar NFTs.** Maxar NFTs are comprised of a satellite image that is proprietary to, and copyrighted by, Maxar. Each Maxar NFT has a defined set of attributes – including resolution and scarcity – which help determine the value of the Maxar NFT. The value of each Maxar NFT is inherently subjective, in the same way the value of other collectibles is inherently subjective. Each Maxar NFT has no inherent or intrinsic value and Maxar makes no representations or warranties that the Maxar NFTs will retain or increase in value. The same or similar satellite images can have more than one Maxar NFT associated with them, and those Maxar NFTs will each have different characteristics.

(iii) **Maxar NFT Availability.** At any given time, there may be different types of Maxar NFTs available for purchase on OpenSea and various other digital marketplaces, and we reserve the right to modify the
types, prices and numbers of NFTs available at our discretion. Depending on the type of Maxar NFT you buy, you will collect Maxar NFTs of varying levels of scarcity.

3. PAYMENT AND TAXES

(i) Financial Transactions with OpenSea. Any payments or financial transactions that you engage in via OpenSea will be conducted by OpenSea or one of its providers (not affiliated with Maxar). Your blockchain transaction will be conducted solely via OpenSea. Maxar has no control over these payments or transactions, nor does Maxar have the ability to reverse any payments or transactions. Maxar has no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in or conduct via OpenSea, including any processing fees or taxes. **Maxar does not provide refunds for any purchases that you might make on or through OpenSea – whether for NFTs, Packs, or anything else.** Any questions, issues or concerns related to financial transactions on OpenSea must be directed to OpenSea, as Maxar will not be able to assist.

(ii) Subsequent Purchasers and Selling Maxar NFTs. You understand that your purchase or sale of Maxar NFTs, via OpenSea or any other marketplace, will be entirely at your sole risk. Maxar is not responsible for any payment, processing, fees or taxes which may be associated with your purchase or sale of Maxar NFTs. By purchasing or selling a Maxar NFT, you agree to release, and hereby release, Maxar of any liabilities associated with payments, processing, fees or taxes for the purchase, sale, or transfer of rights of a Maxar NFT.

(iii) Responsibility for Taxes. You will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on Maxar’s net income) now or hereafter claimed or imposed by any governmental authority (collectively, the “Taxes”) associated with your purchase and ownership of Maxar NFTs.

4. OWNERSHIP, LICENSE, AND OWNERSHIP RESTRICTIONS

**YOUR OWNERSHIP OF MAXAR NFTS WILL ONLY BE RECOGNIZED BY MAXAR IF YOU HAVE PURCHASED OR OTHERWISE RIGHTFULLY ACQUIRED SUCH MAXAR NFTS FROM A LEGITIMATE SOURCE WHERE PROOF OF SUCH PURCHASE IS RECORDED AT THAT SOURCE.**

(i) Imagery Minting to Maxar NFTs. The ability to mint Imagery is only offered legitimately via OpenSea. If you acquire the ability to mint Imagery from OpenSea, your rights in the Imagery are expressly limited to minting the Imagery to one (1) Maxar NFT. Your subsequent ownership, use, and/or sale of the resulting Maxar NFT is subject to these Terms.

(ii) Ownership of Maxar NFTs. When you purchase or otherwise acquire a Maxar NFT in accordance with these Terms, you own the Maxar NFT. This means that you have the right to swap your Maxar NFT, sell it, or give it away. Ownership of a Maxar NFT is mediated entirely by the digital marketplace with which you choose to conduct such transactions. You agree to make any Subsequent Purchasers of your Maxar NFT aware of these Terms and ensure that any Subsequent Purchaser shall be bound by these Terms.

(iii) Maxar Intellectual Property. You understand and agree that you will not apply for, register, or otherwise use or attempt to use any of Maxar’s copyrights, patents, trademarks or service marks, or any confusingly similar marks, or any other intellectual property rights of Maxar or its licensors anywhere in
the world without Maxar’s prior written consent in each case, which consent Maxar may withhold at its sole and absolute discretion. **You understand and agree that, except for your ownership of a Purchased Maxar NFT, Maxar retains all right, title and interest in and to all copyrights and other intellectual property associated with the Imagery of the subject Maxar NFT, and Maxar retains unlimited rights to use, modify, create derivatives, sell, license or otherwise exploit its copyrights and other intellectual property associated with the Imagery of the subject Maxar NFT.**

(iv) **User License to Imagery.** Subject to your continued compliance with these Terms, Maxar grants you a worldwide, non-exclusive, royalty-free license to use, copy, and display the Imagery for your Purchased NFTs, solely for the following purposes: (a) for your own personal, non-commercial use; (b) as part of a marketplace that permits the purchase and sale of your Purchased NFTs, provided that the marketplace cryptographically verifies each Maxar NFT owner’s rights to display the Imagery for their Purchased NFT to ensure that only the actual owner can display the Imagery; or (c) as part of a third party website or application that permits the inclusion, involvement, or participation of your Purchased NFT, provided that the website/application cryptographically verifies each Maxar NFT owner’s rights to display the Imagery for their Purchased NFT to ensure that only the actual owner can display the Imagery, and provided that the Imagery is no longer visible once the owner of the Purchased NFT leaves the website/application. You shall include, and not modify, erase or obscure any copyright statement included the Maxar NFTs which display the Imagery.

(v) **Restrictions on Ownership.** You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without Maxar’s (or, as applicable, Maxar’s licensor’s) express prior written consent in each case: (a) modify the Imagery for your Purchased NFT in any way, including, without limitation, the shapes, designs, attributes, or color schemes; (b) use the Imagery for your Purchased NFT to advertise, market, or sell any third party product or service; (c) use the Imagery for your Purchased NFT in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (d) use the Imagery for your Purchased NFT in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms or solely for your own personal, non-commercial use; (e) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Imagery for your Purchased NFT; (f) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Imagery for your Purchased NFT; or (g) otherwise utilize the Imagery for your Purchased NFT for your or any third party’s commercial benefit. You also agree to make any Subsequent Purchaser of the Purchased NFT aware of these Terms, and that any Subsequent Purchaser shall be bound by these Terms.

(vi) **Third Party IP.** If the Imagery associated with your Purchased NFT contains Third Party IP (e.g., licensed intellectual property from Maxar or a Maxar licensor), you understand and agree as follows: (a) that you will not have the right to use such Third Party IP in any way except as incorporated in the Imagery, and subject to the license and restrictions contained herein; (b) that, depending on the nature of the license granted from the owner of the Third Party IP, Maxar may need to (and reserves every right to) pass through additional restrictions on your ability to use the Imagery; and (c) to the extent that Maxar informs you of such additional restrictions in writing, you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of the license contained in this Section 4.
(vii) Other Terms of License. The license granted in Section 4(iv) above applies only to the extent that you continue to own the applicable Purchased NFT. If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the license granted in Section 4(iv) will immediately expire with respect to that Maxar NFT without the requirement of notice, and you will have no further rights in or to the Imagery for that Maxar NFT. The restrictions in Sections 4(v) and 4(vi) will survive the expiration or termination of these Terms. You also agree to make any Subsequent Purchaser of the Purchased NFT aware of these Terms, and that any Subsequent Purchaser shall be bound by these Terms.

5. TERMINATION

(i) Termination. You agree that Maxar, in its sole discretion and for any or no reason, may terminate these Terms without the provision of prior notice, and that Maxar will not be liable to you or to any third party for any such termination.

(ii) Other Remedies Available. If Maxar terminates these Terms due to your breach of these Terms or any suspected fraudulent, abusive, or illegal activity, then termination of these Terms will be in addition to any other remedies Maxar may have at law or in equity.

(iii) Referral to Governmental Authority. Maxar has the right, without provision of prior notice, to take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of Imagery or Maxar NFTs. Without limiting the foregoing, Maxar has the right to fully cooperate with any law enforcement authorities or court order requesting or directing Maxar to disclose the identity or other information of anyone owning or using Imagery or Maxar NFTs.

(iv) Effect of Termination. Upon any termination or expiration of these Terms, whether by you or Maxar, Sections 1 and 3 through 13 will survive the termination or expiration of these Terms for any reason.

YOU WAIVE AND HOLD MAXAR AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEEES, SUPPLIERS, AND SUCCESSORS HARMLESS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY MAXAR AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER MAXAR OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

6. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR MINTING, PURCHASE, SALE AND/OR USE OF ANY MAXAR NFT IS AT YOUR SOLE RISK, AND THAT MAXAR NFTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MAXAR, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE MAXAR NFTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MAXAR, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (i) YOUR ACCESS TO THE IMAGERY OR YOUR OWNERSHIP OF A MAXAR NFT WILL MEET YOUR
REQUIREMENTS; (II) YOUR ACCESS TO THE IMAGERY AND/OR YOUR MINTING, PURCHASE, SALE, AND/OR USE OF MAXAR NFTS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (III) THE MAXAR NFTS AND IMAGERY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU MINT, PURCHASE, SELL OR USE MAXAR NFTS OR IMAGERY WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT MAXAR HAS NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO MAXAR’S GROSS NEGLIGENCE.

MAXAR WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF OPENSEA OR YOUR ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED WALLET FILES; OR (IV) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST OPENSEA OR ANY ELECTRONIC WALLET.

NON-FUNGIBLE TOKENS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN A BLOCKCHAIN-BASED CERTIFICATE. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN. MAXAR HAS NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS OR TRANSACTIONS OCCURRING ON THE BLOCKCHAIN.

MAXAR IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

7. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT MAXAR, ITS PARENT, SUBSIDIARIES, AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DIMINUTION OF VALUE OR ANY OTHER INTANGIBLE LOSS, EVEN IF MAXAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT MAXAR’S TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF ANY IMAGERY OR ANY MAXAR NFT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE LESSER OF THE AMOUNTS
YOU HAVE ACTUALLY AND LAWFULLY PAID MAXAR UNDER THESE TERMS IN THE ONE (1) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE OR $100 USD.

YOU ACKNOWLEDGE AND AGREE THAT MAXAR HAS MADE THE IMAGERY AND THE MAXAR NFTS AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE REPRESENTATIONS AND WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN MAXAR AND YOU AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN MAXAR AND YOU. MAXAR WOULD NOT BE ABLE TO PROVIDE THE IMAGERY OR THE MAXAR NFTS TO YOU WITHOUT THESE LIMITATIONS.

8. ASSUMPTION OF RISK

(i) Value and Volatility. The prices of collectible blockchain assets are extremely volatile and subjective and collectible blockchain assets have no inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Maxar NFT, which may also be subject to significant price volatility. Each Maxar NFT has no inherent or intrinsic value. Maxar cannot guarantee that any Maxar NFTs purchased will retain their original value, as the value of collectibles is inherently subjective and various outside factors may materially impact the value and desirability of any particular Maxar NFT.

(ii) Tax Calculations. You are solely responsible for determining what, if any, taxes apply to your Imagery and Maxar NFT-related transactions and/or ownership. Maxar is not responsible for determining the taxes that apply to your transactions on OpenSea or on any other digital marketplace.

(iii) Use of Blockchain. Maxar does not store, send, or receive Maxar NFTs. This is because Maxar NFTs exist only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of Maxar NFTs occurs within the supporting blockchain, and not on any platform associated with or controlled by Maxar.

(iv) Inherent Risks with Internet Currency. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your electronic wallet. You accept and acknowledge that Maxar will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using a blockchain or electronic wallet, however caused.

(v) Regulatory Uncertainty. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the potential utility or value of your Maxar NFT.

(vi) Software Risks. Upgrades to the blockchain, a hard fork in the blockchain, or a change in how transactions are confirmed on the blockchain may have unintended, adverse effects on other blockchains. You accept and acknowledge that Maxar will not be responsible for any such adverse effects and any losses incurred by you.

9. INDEMNIFICATION
You agree to hold harmless and indemnify Maxar and its parent, subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost and attorneys' fees arising out of or in any way related to: (i) your breach of these Terms; (ii) your misuse of any Imagery or any Maxar NFT; or (iii) your violation of applicable laws, rules or regulations in connection with your ownership, access to, purchase, sale or use of Imagery or any Maxar NFT. You agree that Maxar will have control of the defense or settlement of any such claims.

10. FORCE MAJEUR

Maxar will not be liable or responsible to the you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, including the 2019 novel coronavirus pandemic (COVID-19), tsunami, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this agreement; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity; and (h) other similar events beyond Maxar’s control. If Maxar suffers a Force Majeure Event, Maxar will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Maxar will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

11. DISPUTE RESOLUTION; BINDING ARBITRATION

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING, BUT NOT LIMITED TO, CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

(i) Binding Arbitration. All disputes arising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration under the International Commercial Arbitration Rules of Procedure of the American Arbitration Association ("AAA").

There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent[s] of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules.

The place of arbitration shall be Denver, Colorado and the arbitration shall be conducted in English language.
(ii) **Arbitration Fees.** Each party will cover its own fees and costs associated with the arbitration proceedings.

(iii) **Award Enforcement.** The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that they will not appeal any arbitration decision to any court.

(iv) **Maxar’s Equitable Remedies.** Notwithstanding the foregoing, Maxar may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that these Terms are specifically enforceable by Maxar through injunctive relief and other equitable remedies without proof of monetary damages.

**12. GENERAL**

(i) **Entire Agreement.** These Terms constitute the entire legal agreement between you and Maxar and will be deemed to be the final and integrated agreement between you and Maxar, and govern your ownership of, access to, use, purchase, and/or sale of the Imagery and Maxar NFTs, and completely replace any prior or contemporaneous agreements between you and Maxar related to your ownership of, access to, use, purchase, and/or sale of Maxar NFTs and Imagery, whether oral or written.

(ii) **No Third-Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

(iii) **Interpretation.** The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party.

(iv) **Severability.** Should any part of these Terms be held invalid, illegal, void or unenforceable, that portion will deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

(v) **No Waivers.** Maxar’s failure or delay to exercise or enforce any right or provision of these Terms will not constitute or be deemed a waiver of future exercise or enforcement of such right or provision. The waiver of any right or provision of these Terms will be effective only if in writing and signed for and on behalf of Maxar by a duly authorized representative.

(vi) **Governing Law.** All matters arising out of or relating to these Terms will be governed by and construed in accordance with the laws of the State of Colorado and the federal laws of the United States applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

(vii) **Venue.** Subject to Section 12 of these Terms, any legal action or proceeding arising under these Terms will be brought exclusively in the courts located in Denver, Colorado, and Maxar and you irrevocably consent to the personal jurisdiction and venue there.

(viii) **Updates to These Terms.** Maxar may from time-to-time update these Terms. It is your sole responsibility to stay informed of the current version of these Terms, as your continued ownership,
purchase, sale, and/or use of any Maxar NFT constitutes your continued acceptance of these Terms. These Terms can be viewed at any time on Maxar’s website at www.maxar.com/legal.

(ix) Assignment. You may not assign any of your rights or obligations under these Terms, whether by operation of law or otherwise, except to the extent you sell or transfer a Purchased Maxar NFT to a party that agrees to be bound by these Terms, without Maxar’s prior written consent. Maxar may assign its rights and obligations under these Terms in its sole discretion to an affiliate, or in connection with an acquisition, sale or merger.