

These end user license agreement terms and conditions (hereinafter the “License Terms”) apply to your use of DigitalGlobe products (hereinafter the “Products”) if you have licensed a Product from e-GEOS S.p.A. (hereinafter “e-GEOS”) directly or from a certified reseller of e-GEOS.

These License Terms are entered into by e-GEOS a company organized and existing under the laws of Italy, subject to the joint direction and coordination of Leonardo Società per azioni and Thales S.A, with registered office in Località Terlecchie SNC 75100 Matera, Italy, VAT. Number 01032180778, Tax Code Number 01032180778 and Licensee/s”).

These License Terms contain the general terms and conditions relating to Licensee/s’ access to and use of the Products. By signing and issuing an Order Document and accessing or using any Products licensed 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, other legal entity or government authority/agency, you represent and warrant that you have the authority and power to bind the company, or the entity or the government authority/agency to the terms and conditions of these License Terms.

Capitalized terms used in these License Terms are defined as follows:

- 1. GRANT OF LICENSE.** Subject to Licensee/s’ acceptance and compliance with these License Terms, e-GEOS grants to Licensee/s a non-exclusive, non-transferable, limited license (“License”) to allow an unlimited number of its Authorized Users.

(a) store, access, evaluate, use and reproduce the Products solely for Licensee/s’

(b) develop Derivatives of the Products and use those Derivative as follows:

(i) Imagery Derivatives. Customer may process, modify, enhance, adapt and create Imagery Derivatives of the Products via formatting, editing, digitization, and/or data combination and use and reproduce the Imagery Derivatives solely for Licensee/s’ Internal Use; and

(ii) Feature Derivatives. Licensee/s may extract geographic features, human-made features, persons or animals and related data from the Products to create Feature Derivatives via identification, measurement, and/or analysis and use the Feature Derivatives for any and all purposes, subject to the attribution requirements set forth in section 6 of these License Terms; and (c) display an extract of the Products (excluded that Product known as “Analytic Reports”) or a Imagery Derivative on a public website in a non-extractable and non-downloadable manner as follows:

- (i) on one domain name;
- (ii) 2048 x 2048 pixels;
- (iii) at a resolution no better than resolution of imagery in the Products;
- (iv) png, .tif, .tiff, .gif, .jpg, .jpeg, .jpe, .jfif, .bmp, .pdf; or any format without geo-referencing information;
- (v) only collection date/time, vehicle, and band combination metadata can be published with the extract; and
- (vi) properly attribute the imagery to DigitalGlobe as required in Section 6 below.

Licensee/s is responsible for ensuring that its Authorized Users comply with these License Terms, and Licensee/s is liable for the acts and omissions of its Authorized Users.

2. ADDITIONAL LICENSE RIGHTS.

2.1 EDUCATION LICENSE RIGHTS. If Licensee/s licenses the Products pursuant to the Education Discount, in addition to the rights set forth in Section 1 of these License Terms, during the Term, e-GEOS grants to Licensee/s a non-exclusive, non-transferable, limited license to use the Products for research purposes.

2.2 NGO/GDO LICENSE RIGHTS. If Licensee/s licenses the Products pursuant to the NGO/GDO discount, in addition to the display rights set forth in Section 1 of these License Terms, during the Term, e-GEOS grants to Licensee/s a non-exclusive, non-transferable, limited license to publish extracts of the Products (excluding Analytic Reports) or an Imagery Derivative to supplement text or newsworthy events in a hardcopy, broadcast or electronic format in publications, on a website, in a video/movie or other similar media, subject to the same formatting restrictions and requirements set forth in Section 1 of these License Terms.

3 LICENSE TERM. The term of the License for each Products will begin upon delivery of the Products to Licensee/s and will continue perpetually or for a one-year term, as set forth in the Order Document accepted by e-GEOS, unless terminated as set forth in Section 11 below. However, upon expiration of each one-year term, the license term will automatically renew and Licensee/s will be invoiced for the applicable license fees according to the Order Document , unless Licensee/s notifies e-GEOS at least thirty (30) days prior to the end of the then current term that Licensee/s does not want to renew the License.

4. RESTRICTIONS. Licensee/s recognizes and agrees that the Products are the property of DigitalGlobe Inc. (“DigitalGlobe”) and contains valuable assets and proprietary information of DigitalGlobe. Accordingly, except as expressly permitted in Sections 1 through 2 of these License Terms, Licensee/s will not, and will not permit any Authorized User to:

- (a) Distribute, sublicense, rent, sell, lease or loan the Products or Imagery Derivatives to any Third Party;

- (b) Use the Products or Imagery Derivatives for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;
- (c) Remove, bypass or circumvent any electronic or other forms of protection measure included on or with the Products;
- (d) Alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Products; or
- (e) Otherwise use or access the Products or any Imagery Derivative for any purpose not expressly permitted under these License Terms, including, without limitation, for Commercial Purposes.

Notwithstanding anything to the contrary contained in these License Terms, any Third Party Content included in a Products is subject to the terms and conditions of any end user license agreement or additional terms accompanying the Products and/or posted on e-GEOS' or DigitalGlobe's website.

- 5. OWNERSHIP** All right, title and interest in and to the Products, including all corrections, enhancements, or other modifications made by DigitalGlobe or any Third Party at DigitalGlobe's direction, and all Intellectual Property Rights therein are the sole and exclusive property of DigitalGlobe, its suppliers and/or e-GEOS, as applicable. All right, title and interest, including all Intellectual Property Rights, in and to enhancements or modifications made by Licensee/s in the creation of an Imagery Derivative and any new material contributed by Licensee/s in the creation of an Imagery Derivative, but specifically excluding preexisting materials owned by DigitalGlobe (including, without limitation, Products integrated, referenced, recast, transformed or adapted in the Imagery Derivative) are the exclusive property of Licensee/s. However, notwithstanding Licensee/s' ownership rights in the enhancements, modifications and contributed materials, use of an Imagery Derivative by Licensee/s is subject to the license and use restrictions set forth in Sections 1 through 4 of these License Terms. All right, title and interest, including all Intellectual Property Rights, in and to a Feature Derivative are the exclusive property of Licensee. However, notwithstanding Licensee/s' ownership rights in a Feature Derivative, Licensee/s' use of a Feature Derivative is subject to the license and use restrictions set forth in Section 1 of these License Terms. All rights not expressly granted to Customer in these License Terms are reserved by DigitalGlobe and/or e-GEOS.

6. ATTRIBUTION.

Licensee/s will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by DigitalGlobe and/or e-GEOS on or in the Products and will ensure that all notices are reproduced on all copies. All Derivatives must include the following copyright notice on or adjacent to the Derivative: [Product] © [YEAR] DigitalGlobe, Inc. distributed by e-GEOS S.p.A.

7. COMPLIANCE WITH LICENSE TERMS

- 7.1 CERTIFICATION.** Upon e-GEOS' written request, and not more than once per calendar year, Licensee/s will certify its compliance with the licenses granted under these License Terms. If Licensee/s is unable to provide this certification, Licensee/s will work in good faith with e-GEOS to convey the proper license type and remit the appropriate fees as remedy for any non-compliance. In addition, e-GEOS reserves the right to terminate all licenses and these License Terms for non-compliance in accordance with Section 11 below.

- 7.2 AUDIT.** e-GEOS or its authorized representative will have the right to perform an audit to determine Licensee/s' compliance with these License Terms and the licenses granted hereunder. Licensee/s will grant e-GEOS auditors or its authorized representative access to the business location(s), books and records, employees and/or contractors pertaining to Licensee/s' use of the Products. The audit will: (a) require a minimum of thirty (30) days prior written notice; (b) be conducted no more than once per calendar year; (c) be limited to a three (3) year audit period unless non-compliance findings are noted, in which case the audit period can be expanded; (d) be conducted during reasonable business hours; and (e) be subject to reasonable confidentiality requirements.

- 7.3 AUDIT FINDINGS.** If an audit results in a finding of non-compliance, e-GEOS may, at its discretion: (a) invoice any additional license fees due based on the standard e-GEOS fees in place at the time of the original license grant; (b) assess interest charges from the time of the original fee payment due date at the lower rate of: (i) 1.5% per month; or (ii) the highest rate permissible under applicable law; (c) recover the cost of the audit if additional fees exceed five percent (5%) of the fees paid during the audit period; and (d) terminate these License Terms in accordance with Section 11 below. Licensee/s must pay all invoices within thirty (30) days following the date of invoice.

- 8. INDEMNIFICATION BY LICENSEE/S.** Licensee/s will defend, indemnify and hold e-GEOS and DigitalGlobe harmless from and against any claims that may arise against e-GEOS and/or DigitalGlobe out of Licensee/s' use of the Products, including a violation by Licensee/s of Section 12.6 or 12.7 below.

- 9. LIMITED WARRANTY AND DISCLAIMER.** e-GEOS warrants to Licensee/s only that the Products, as delivered by e-GEOS, will (a) be of the area of interest set forth in the applicable Order Document; and (b) comply in all material respects with the applicable Product Specification mentioned in the Order Document. e-GEOS' sole obligation and Licensee/s' exclusive remedy for a breach of this warranty is for e-GEOS, at its option and expense, to: (i) repair or replace the non-conforming Products; or (ii) refund all fees paid by Licensee/s for the non-conforming Products. Any claim under this warranty must be made within fifteen (15) days after delivery of the non-compliant Products. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication or modification of or to the Products by anyone other than e-GEOS or any breach by Licensee/s of these License Terms. EXCEPT AS EXPRESSLY WARRANTED IN THIS

SECTION 9, 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. e-GEOS AND/OR DIGITALGLOBE DO NOT 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.

- 10. LIMITATION OF LIABILITY.** IN NO EVENT WILL E-GEOS AND/OR DIGITALGLOBE 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 E-GEOS TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS EXCEED THE FEES PAID BY LICENSEE/S 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.
- 11. TERMINATION.** e-GEOS may terminate this License upon written notice to Licensee/s if Licensee/s materially breaches these License Terms and relevant Order Document and fails to cure the breach within thirty (30) days after receiving written notice to do so. Licensee/s may terminate the License at any time by (a) permanently deleting the Products and Derivatives from all devices and systems and destroying any copies on disk; and (b) certifying to e-GEOS in writing that all copies of all Products and Derivatives have been deleted or destroyed. Upon termination or expiration of the License, Licensee/s will (i) stop of use of the Products and Derivatives; (ii) permanently delete the Products and Derivatives from all devices and systems and destroy any copies on disk; and (iii) within ten (10) days following termination or expiration, certify to e-GEOS in writing that all copies of all Products and Derivatives 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. GENERAL TERMS**
- 12.1 ENTIRE AGREEMENT.** These License Terms constitute the entire agreement between the parties with respect to use of the Products and supersede all previous and contemporaneous agreements, understandings and arrangements, whether oral or written.
- 12.2 ASSIGNMENT.** Licensee/s 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 e-GEOS. 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.
- 12.3 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.
- 12.4 WAIVER.** The failure or delay by a party to require performance of any provision of these License Terms does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its 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.
- 12.5 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.
- 12.6 COMPLIANCE WITH LAWS.** Licensee is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business 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.
- 12.7 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. Licensee/s will comply with these laws, regulations and rules in the performance of its obligations under these License Terms. Further, Licensee/s will not provide 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. Licensee/s 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 and/or European Union Government or e-GEOS and/or DigitalGlobe generally. Licensee/s will provide e-GEOS with the assurances and official documents that e-GEOS may request periodically to verify Licensee/s' compliance with these License Terms.

- 12.8 GOVERNING LAW: AND DISPUTE RESOLUTION.** All matters arising out of or relating to these License Terms will be governed by and construed under the Italian laws. and any dispute shall be referred to and finally resolved by arbitration administered by the International Chambers of Commerce of Paris (“ICC”) under the ICC Rules in force when the notice of arbitration is submitted. The seat of arbitration will be Milan, Italy.
Each party irrevocably submits to the exclusive jurisdiction of the applicable court set forth above. However, each party will have the right at any time to seek a temporary or permanent injunction or other equitable remedy or relief in any court having subject matter jurisdiction anywhere in the world. With respect to arbitration, there will be one arbitrator and the proceedings will be conducted in English. The party or parties prevailing in any legal actions, arbitration or other proceeding relating to these License Terms, whether in arbitration, at trial or upon appeal, will be entitled to recover reasonable attorneys’ fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these License Terms.
- 12.9 NOTICES.** All notices of termination or breach must be in writing in English and addressed to the other party’s stated in the Order Document. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.
- 12.10 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.

13. DEFINITIONS

“**Authorized User**” means an employee or Contractor that is authorized by Licensee/s to use the Products.

“**Contractor**” means an individual contracted by Licensee/s, either directly or through a consulting company or other entity, to provided services on behalf of or for the benefit of Licensee/s.

“**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 Licensee/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.

“**Data Product**” means a Product that is an analytic or other report, dataset or other information, which may include excerpts of imagery. Human Landscape and Analytic Reports are Data Products.

“**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 Licensee/s; any addition or extraction of data, information or other content to or from the Product; or any copy or reproduction of the Product. A Derivative can be either an Imagery Derivative or Feature Derivative.

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

“**Feature Derivative**” means a Derivative of the Product that does not contain any imagery data from the Product and is irreversible and uncoupled from the imagery data in the Product, specifically excluding orthorectification; PAN, MS and PAN-Sharpener imagery; and DEM, DSM, DTM, TIN and Point Cloud elevation models, created by Customer in accordance with Section 1(b)(ii) of these License Terms. With respect to Human Landscape, a Feature Derivative may include not more than fifty percent (50%) of the data provided as a part of the Product.

“**Imagery Derivative**” means a Derivative that contains imagery data from the Product that has been modified using technical processing or to which other data is added, created by Customer in accordance with Section 1(b)(i) of these License Terms. Imagery Derivatives include, without limitation, orthorectification; PAN, MS and PAN-Sharpener imagery; and DEM, DSM, DTM, TIN and Point Cloud elevation models. Imagery Derivatives cannot be created from Data Products.

“**Imagery Product**” means a Product that is satellite imagery or aerial photography owned or controlled by DigitalGlobe, including all metadata

“**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, technology, methods, processes, information and technology.

“**Internal Use**” means utilization of Products and permitted Derivatives solely for Licensee/s’ internal business purposes and not for any Commercial Purpose.

“Licensee/s ” means that individual/s legal entity/s or government agency/s that has purchased a license to use the applicable Products for its Internal Use or for the use either directly from e-GEOS or from an e-GEOS reseller/distributor.

“NGO/GDO Discount” means that discount that is extended to a Licensee/s that is a non-governmental, non-profit organization or a global development organization, each that contributes to or participates in cooperation projects, education, training or other humanitarian, progressive or watchdog activities.

“Order Document” means with respect to a Licensee/s that purchases a license to use the Products from e-GEOS, that agreement consisting all details related to the applicable order, including financial quotation and terms and conditions of purchase.

“Product(s)” means those products and services licensed by Licensee/s, as set forth in the Order Document, including, without limitation, Data Products, Imagery Products, and Third Party Products

“Product Specification” means with respect to each Product, the description and specification published by DigitalGlobe and available at <https://www.digitalglobe.com/legal/information>.

“Term” means that period of time that Licensee/s is entitled to use the Product as set forth in Section 3 above.

“Third Party Content” means any content, software or other data that is not owned by DigitalGlobe or e-GEOS.

“Third Party Product” means a Product that is a product and/or service offered by a Third Party that is distributed by DigitalGlobe.