

PRODUCT TERMS AND CONDITIONS

Version G4-21-21

PLEASE READ THESE PRODUCT TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY MAXAR PRODUCTS.

Your Order Confirmation, together with these Product Terms and Conditions and the applicable End User License Terms, are, collectively, your agreement for the license of Maxar Products (the "Agreement"). This Agreement constitutes a legally binding contract and governs any Maxar Products provided by an Affiliate of Maxar Technologies Inc., a Delaware corporation with offices located at 1300 W. 120th Avenue, Westminster, Colorado 80234 USA ("Maxar"), and Customer, as identified in the applicable Order Confirmation. References to "Maxar" in the Agreement means the Maxar Affiliate listed on the applicable Order Confirmation.

By signing or otherwise indicating acceptance of an Order Confirmation referencing these Product Terms and Conditions or downloading, accessing or using any Maxar Product, Customer is accepting and agreeing to be bound by this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity and, if added to an applicable Order Confirmation, its Affiliates, to the terms and conditions of this Agreement, in which case "Customer" refers to such entity and its Affiliates. If you do not agree to the terms on the Order Confirmation or these Product Terms and Conditions, do not sign or otherwise accept an Order Confirmation and do not download, access or use any Maxar Product.

If Customer has an existing formal written agreement with Maxar governing the Products provided by Maxar in Customer's Order Confirmation, the terms in that agreement will supersede any contrary terms in these Product Terms and Conditions. Further, to the extent that any license terms embedded in a product are not consistent with this Agreement, the terms in this Agreement will supersede any contrary terms in any embedded text.

1. **DEFINITIONS.** Capitalized terms used in this Agreement are defined in Exhibit B.
2. **ORDER PROCESSING.**
- 2.1 **ORDER CONFIRMATION.** Customer's order for Products will be documented in an Order Confirmation. The Order Confirmation sets forth those Products that Maxar offers to license to Customer, the license type, the number of Authorized Users (if applicable) and the license fee as well as other information relating to Customer's order. Customer accepts an Order Confirmation by signing or otherwise indicating acceptance of an Order Confirmation (such as an email accepting the terms of the Order Confirmation) or by downloading, accessing or using any Product set forth on the Order Confirmation. Unless otherwise set forth on the Order Confirmation, each unaccepted Order Confirmation expires thirty (30) calendar days following the date the Order Confirmation is created; however, Maxar, in its sole discretion, may extend the expiration date of any Order Confirmation. If Customer accepts an Order Confirmation following the expiration date, that Order Confirmation will be effective and form part of the Agreement unless Maxar notifies Customer within five (5) calendar days that the Order Confirmation is rejected. Following acceptance by Customer of an Order Confirmation, Customer may only make changes to an Order Confirmation as set forth in Article 5 below. All Order Confirmations are subject to final review and acceptance by Maxar. Maxar reserves the right to reject any Order Confirmation without penalty for any reason in its sole discretion.
- 2.2 **REGULATORY APPROVAL.** Customer understands that each Order Confirmation is subject to regulatory review after it is accepted by Customer. 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.
- 2.3 **CONFLICTING TERMS.** Customer waives, and Maxar rejects, any terms, including, without limitation, any additional or inconsistent terms that may be included on Customer's purchase orders, vendor forms, supplier registration portal(s), or otherwise submitted or referenced by Customer and no such terms will apply to Maxar or any Products ordered. If any terms and conditions in an Order Confirmation are inconsistent with these Product Terms and Conditions, the terms and conditions in the Order Confirmation will govern.
3. **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. All or part of the Products distributed under this Agreement may be provided by an Affiliate of Maxar.
- 3.1 **END USER LICENSE TERMS.** Products are licensed and not sold under this Agreement. With respect to each Product licensed by Customer, the license type is set forth in the applicable Order Confirmation. The End User License Terms that correspond to each license type are available at <https://www.maxar.com/legal>. The applicable End User License Terms are incorporated by reference into this Agreement, and Customer will comply with such End User License Terms.

- 3.2 **PRODUCT-SPECIFIC TERMS AND CONDITIONS.** Additional terms and conditions applicable to specific Products are set forth in Exhibit A.
4. **DELIVERY.**
- 4.1 **TIME OF DELIVERY.** Any delivery date and/or suggested end collection date set forth in an Order Confirmation is an estimate only. Maxar will not be liable if it fails to deliver a Product in accordance with a delivery date set forth in an Order Confirmation.
- 4.2 **METHODS OF DELIVERY.** Products will be delivered on DVD or external hard drive, via Electronic Delivery or via a Maxar Platform, as set forth in the applicable Order Confirmation and/or Product Specification. All Products are deemed accepted upon delivery.
- (a) DVD and External Hard Drive. DVDs and external hard drives will be shipped FCA Maxar's facility (Incoterms® 2010). Accordingly, Maxar will deliver the Products cleared for export to the carrier; Customer authorizes Maxar to select the carrier unless Customer notifies Maxar in writing that it has nominated a specific carrier. Customer is responsible for all transportation fees as well as customs clearance in the destination country and any customs fees, duties and taxes; these fees, duties and taxes are not included in the Fees for the Products. Title to the physical media (subject to the applicable End User License Terms granted to the Customer with respect to the Product) will pass to Customer at the port of entry of the destination country, prior to customs clearance.
 - (b) Electronic Delivery. Maxar will notify Customer by email when the applicable Product is available for download by Customer from the designated site. That email will also include instructions on how to download the Product(s). Products made available to Customer via Electronic Delivery are deemed to be delivered when the notification email is sent by Maxar. Customer will have fourteen (14) days from the date of this notification to download the Products from the designated site, after which the Products will be removed from the site.
 - (i) Extension Requests. During the original 14-day availability window, Customer may request one (1) extension of the time Products are available on the designated site free of charge. If Customer needs additional time to download the Products following the expiration of this extension, Customer must make an "Exact Copy Request" as described in Section 4.2(b)(ii) below.
 - (ii) Exact Copy Request. If Customer fails to download the Products while they are available on the designated site, Customer may request that an exact copy of the Products be provided via Electronic Delivery, DVD or external hard drive. A processing fee will apply. Delivery of the exact copy is subject to standard delivery times as described in Section 4.1 above.
 - (iii) Errors. If Customer is unable to download the Products from the designated site due to an error by Maxar, Customer must notify Maxar during the initial 14-day period or extension and provide Maxar with a description of the error and the orders affected. If Maxar determines that the error was caused by Maxar, Maxar will, at its option, either repost the affected Products to the site or deliver the Products to Customer via DVD or external hard drive, each at no additional cost to Customer.
 - (c) Maxar Platforms. Subscription Services Products are made available to Customer and its Authorized Users online via a Maxar Platform. The Subscription Services Products are deemed to be delivered when Customer has been provided credentials to access the applicable Maxar Platform and Maxar sends an email notifying Customer that the Subscription Services Products are available on the Maxar Platform.
 - (i) Authorized Access. Authorized Users will access the Maxar Platform via the Internet by means of a specific account and passwords provided by Maxar. Customer is solely responsible for the confidentiality, security and use of its passwords and account. Maxar will have the right to rely upon any information received from any person using a password or other security measures assigned to Customer and will incur no liability for this reliance.
 - (ii) Restrictions on Use. Customer is responsible for Authorized Users' access and use of the Maxar Platform and compliance with this Agreement. Customer will use commercially reasonable efforts to prevent unauthorized access to and use of the Maxar Platform and will notify Maxar promptly of any unauthorized use of which it is aware.
 - (iii) Disabling Devices. Customer will use commercially reasonable efforts, including using a Virus detection/scanning program, in order to remove any Disabling Devices from its systems that may be transmitted to or otherwise present any harm to Maxar's systems. If Customer determines that a Disabling Device has been transmitted to the systems or computers of Maxar, Customer will notify Maxar promptly of the transmission and the nature of the Virus or other device. Maxar may disable Customer's access to the Maxar Platform and other Maxar computing systems and/or networks to protect Maxar's computing systems and/or networks from a Disabling Device or if Customer breaches any of the security measures established

by Maxar, including access or attempted access to the Maxar Platform by any unauthorized person. Maxar will notify Customer if it disables Customer's access as soon as reasonably possible thereafter.

- (iv) **Changes.** Maxar reserves the right, in its sole discretion, to add, revise and discontinue any Content and/or Tools in the Product and on the Maxar Platform and to make changes and modifications in specifications, construction and design of the Product and Maxar Platform.
- (v) **Anonymous Data.** Maxar may collect and use Anonymous Information and disclose it internally and to its third party service providers, to support and improve Maxar's operations, offerings, products, and services. Maxar may also use Anonymous Data for product marketing, research and development activities. Customer understands and agrees that Maxar owns all Anonymous Information and Maxar is not restricted from using or disclosing such Anonymous Data in any way.

5. **CANCELLATIONS.** Following acceptance of an Order Confirmation, an order may only be cancelled as follows:

Product	Time of Cancellation	Cancellation Fees
General		
All Products other than those Products specifically listed below	After acceptance of Order Confirmation by Customer	100%
Tasking Products		
Select New Collection Tasking & Select Plus New Collection Tasking	Prior to any Successful Collection.	No charge.
	After any Successful Collection	100% of what is collected unless the Requested End Date has passed and the full collect has not been completed; however, if incremental delivery is requested, 100% of what is collected regardless
Single Shot Tasking	24 or more hours before access time	No charge.
	Less than 24 hours before access time	100%

All cancellation fees will be invoiced by Maxar following cancellation. Customer will pay all cancellation fees as set forth in Article 6 below.

6. **FEES AND PAYMENT**

- 6.1 **FEES.** Customer will pay Maxar the applicable license, subscription, service and other fees for those Products licensed or purchased by Customer, as set forth in the applicable Order Confirmation (collectively, "Fees"). Except as specifically set forth in this Agreement, all Fees are non-refundable.
- (a) **Subscription Services Products.** Unless otherwise set forth in the applicable Order Confirmation, the fee applicable to any renewal term of a Subscription Services Product will be equal to Maxar's then current fee on the date of renewal. If, with respect to any Subscription Services Product, Maxar offers a promotional fee or discount, unless otherwise set forth in the applicable Order Confirmation, that fee or discount will only apply to the first 12-month period of the Term (and not to any subsequent 12-month period in a multi-year term or any renewals).
- 6.2 **INVOICES.** Maxar will invoice Customer for Products upon delivery unless otherwise set forth in Section 6.4 below or in Exhibit A. However, with respect to Subscription Services Products, unless otherwise set forth in the applicable Order Confirmation, the fee for the first 12-month period of the term will be invoiced upon delivery, and the fee for any subsequent 12-month periods of the Term will be invoiced on or after the first day of the applicable 12-month period.
- 6.3 **CREDIT ACCOUNT.** If Customer wishes to establish a credit account, Customer must complete a credit application and otherwise comply with Maxar's requirements for establishing a credit account. Maxar may revoke Customer's credit account at any time.
- 6.4 **PAYMENT.** If Maxar authorizes a credit account, Customer must pay all invoices to Maxar, as set forth in the applicable invoice, within thirty (30) days following the date of invoice. If Customer does not have a credit account or Maxar determines that Customer's credit history and/or credit rating are not sufficient for the Order Confirmation, Customer may be required to pre-pay Fees, in which case Customer will be invoiced following acceptance of the Order Confirmation. All Fees are payable in US Dollars. All past due amounts will accrue interest at the lower rate of: (a) 1.5% per month; or (b) the highest rate permissible under applicable law. In the event of non-payment, Maxar reserves the right to suspend all current orders and any Subscription Services Products and refuse future orders until all past due amounts have been paid.

- 6.5 **TAXES.** All Fees do not include any sales, use, value-added, foreign withholding or other taxes, duties, fees, excises or tariffs imposed on the licensing, sale or use of the Products (collectively, "Taxes"). Customer is responsible for, and if applicable will reimburse Maxar within thirty (30) days of request, all Taxes and any related penalties, except for taxes imposed on Maxar's net income. If Customer is required to withhold Taxes from payments, the amount due and payable to Maxar must still equal the Fees that would otherwise be payable had the Taxes not been withheld, and Customer must provide Maxar with a receipt or other acceptable documentation from the applicable taxing authority evidencing the payment of the Taxes.

7. INTELLECTUAL PROPERTY.

- 7.1 **TITLE AND OWNERSHIP.** All right, title and interest in and to the Product(s), including all corrections, enhancements, or other modifications 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. Any permitted Derivatives of the Product(s) created by Customer pursuant to the End User License Terms may only be used by Customer in accordance with the use rights and restrictions set forth in the applicable End User License Terms for the underlying Product. All rights not expressly granted to Customer in this Agreement are reserved by Maxar.
- 7.2 **PROPRIETARY RIGHTS NOTICES.** Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by Maxar on or in the Products and will ensure that all notices are reproduced on all copies. Unless otherwise stated in the applicable End User License Terms, all Derivatives must include the following copyright notice on or adjacent to the Derivative: [Product] © [YEAR] Maxar Technologies.
- 7.3 **THIRD PARTY CONTENT.** Notwithstanding anything to the contrary contained in this Agreement, 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.
- 7.4 **NO TRADEMARK LICENSE.** Except as required in Section 7.2, Customer may not use the trademarks, service marks, trade name, domain name or other source identifiers of Maxar, or its Affiliates or suppliers, without the express written consent of Maxar.
8. **CERTIFICATION AND AUDIT.** Upon Maxar's written request, and not more than once per calendar year, Customer will certify its compliance with this Agreement and the licenses granted hereunder. Upon 30 days written notice and no more than once every 12 months, Maxar may audit Customer's compliance with this Agreement and the licenses granted hereunder. 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 this Agreement and the Maxar licenses in accordance with Section 11.2(a) of this Agreement. Customer must pay the invoices issued under this Section within 30 days following the date of invoice.

9. LIMITED WARRANTIES AND DISCLAIMER.

- 9.1 **LIMITED WARRANTY FOR PRODUCTS.** Maxar warrants the Products only as set forth in the applicable End User License Terms.
- 9.2 **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY WARRANTED IN THE END USER LICENSE TERMS OR THIS ARTICLE 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. NEITHER MAXAR NOR ITS 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.

10. LIMITATION OF LIABILITY.

- 10.1 **WAIVER OF CONSEQUENTIAL DAMAGES.** 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 THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.2 **CAP ON LIABILITY.** IN NO EVENT WILL THE TOTAL LIABILITY OF MAXAR, ITS AFFILIATES AND ITS SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT(S) AND THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM.

10.3 **DISCLAIMER.** 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. TERM AND TERMINATION.

11.1 **TERM.** The Term of this Agreement commences upon acceptance of the Order Confirmation and continues until terminated as provided in Section 11.2 below. Unless otherwise set forth in the applicable Order Confirmation, Customer's license and/or subscription to use the Product will begin upon delivery of the applicable Product and continue for that period set forth in the applicable Order Confirmation and End User License Terms, unless earlier terminated as provided in the End User License Terms or Section 11.2 below.

11.2 TERMINATION.

(a) By Maxar. In addition to those termination rights set forth in the applicable End User License Terms, Maxar may terminate this Agreement and associated license rights upon written notice to Customer if Customer or any Group Member, if applicable, (a) breaches Section 3, 6, 7, 8, 12.6, 12.7, or 12.8 of this Agreement; or (b) materially breaches any other provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice to do so. In addition, Maxar reserves the right to suspend future deliveries (including Customer's access to Subscription Services Products) or terminate this Agreement, effective immediately upon written notice, if Customer fails to pay any portion of the Fees when due within ten (10) days after receiving written notice from Maxar that payment is past due. Maxar may also suspend Customer's access to Subscription Services Products if Customer's usage exceeds the usage limits set forth in the Order Confirmation or applicable Product Specification. Fees will continue to accrue during any suspension.

(b) By Customer. Customer may terminate this Agreement upon written notice if Maxar materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice from Customer. Customer may terminate this Agreement and associated license rights at any time by (a) permanently deleting the Product and Derivatives 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 have been deleted or destroyed; however, Customer is still responsible for paying all Fees in full. Notwithstanding the foregoing, if this Agreement expires or is terminated for a reason other than a breach by Customer, Customer may retain Data Derivatives to the extent permitted in the applicable End User License Terms for the underlying Product.

11.3 **OBLIGATIONS UPON TERMINATION.** Upon the termination or expiration of this Agreement: (a) Customer will, within ten (10) days, pay in full to Maxar all outstanding Fees; (b) all licenses and subscriptions will immediately terminate and Customer will immediately cease all use of the Products and Derivatives thereof; and (c) Customer must permanently delete the Products and Derivatives thereof from all devices and systems and destroy any copies on disk. Within ten (10) days following termination or expiration, Customer must certify to Maxar in writing that all copies of all Products and Derivatives have been deleted or destroyed. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

11.4 **SURVIVAL.** The following Articles and Sections will survive the termination or expiration of this Agreement: Articles 6, 7, 8, 9, 10 and 12 and Sections 11.2 and 11.3, and any other provisions of this Agreement that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

12. GENERAL TERMS.

12.1 **ENTIRE AGREEMENT.** This Agreement, including the Order Confirmation, these Product Terms and Conditions, and the End User License Terms, constitutes the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to these transactions, whether oral or written. The titles and headings are for reference purposes only and will not limit the construction of this Agreement, which will be considered as a whole. Unless explicitly stated otherwise in writing, any inconsistency in any documents that comprise this Agreement will be resolved by giving precedence in the following order: (1) the applicable End User License Terms and Third Party Terms (if any); (2) the Order Confirmation; (3) these Product Terms and Conditions; and (4) any other documents referenced herein.

- 12.2 **ASSIGNMENT.** Customer may not transfer or assign any of its rights or delegate any of its obligations under this Agreement, 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. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- 12.3 **AMENDMENT.** This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both parties.
- 12.4 **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 this Agreement does not constitute a waiver.
- 12.5 **SEVERABILITY.** If any provision of this Agreement 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.** Customer is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, 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. Customer will comply with these laws, regulations and rules in the performance of its obligations under this Agreement. 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 this Agreement and will provide Maxar with the assurances and official documents that Maxar may request periodically to verify Customer's compliance with this Agreement.
- 12.8 **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.
- 12.9 **GOVERNING LAW AND DISPUTE RESOLUTION.** All matters and disputes arising out of or in connection with this License Agreement will be governed by and construed under the laws and using the method of dispute resolution indicated below, based upon where Customer is domiciled:

If Customer is domiciled in:	The governing law is:	Any suit, action or proceeding arising out of or relating to this Agreement must be:
United States of America, Canada, or Mexico	New York and controlling United States federal law	Instituted in the United States District Court for the Southern District of New York or the state courts located in New York, New York
Any other country	Laws of England & Wales	Finally settled under the Rules of Arbitration of the International Chamber of Commerce by arbitrator(s) appointed in accordance with those Rules. The place of arbitration shall be New York, New York, and any and all awards and other decisions shall be deemed to have been made there, without prejudice to the right of the arbitral tribunal to hold hearings, meetings, or sessions any place it deems appropriate.

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 language of arbitration will be English. The party or parties prevailing in any legal actions, arbitration or other

proceeding relating to this License Agreement, 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 this License Agreement.

- 12.10 **NOTICES.** Except for routine operational correspondence, all notices under this Agreement 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 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.
- 12.11 **CONTROLLING LANGUAGE.** This Agreement is drafted in the English language only. English will be the controlling language in all respects, and all versions of the Agreement 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 this Agreement must be in the English language. The titles and headings herein are for reference purposes only.
- 12.12 **FORCE MAJEURE.** Except for Customer's obligation to make payment under this Agreement, neither party will be liable for any failure or delay in fulfilling or performing any term of this Agreement 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 this Agreement). 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.
- 12.13 **EQUITABLE REMEDIES.** The parties agree that a breach or threatened breach by Customer of its obligations under this Agreement 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.

EXHIBIT A
PRODUCT SPECIFIC TERMS AND CONDITIONS

1. SUBSCRIPTION SERVICES PRODUCTS.

- 1.1 **ASSOCIATED COSTS.** Customer is responsible for all Internet, communication, hardware and other costs associated with the use of the Subscription Services Product.
- 1.2 **OVERAGE FEES UNDER THE TRANSACTION MODEL.** If Customer purchases a license to a Subscription Service Product under a Transactional Model and the Customer exceeds the number of transactions purchased, overage Fees, as set forth in the applicable Order Confirmation, will be invoiced on a monthly basis, and Customer will pay these Fees as set forth in Section 6.4 of the Product Terms and Conditions.
- 1.3 **PRODUCT CHANGES.** Maxar reserves the right, in its sole discretion, to modify the Content included in a Subscription Services Product.

2. TASKING PRODUCTS.

- 2.1 **DELIVERY OF COLLECTED IMAGERY.** With respect to Tasking Products, Maxar will deliver collected Imagery Products when fully collected, unless Customer elects to receive incremental deliveries. If Customer selects incremental deliveries, Customer will be invoiced following the delivery of each increment, and standard payment terms will apply; incremental deliveries are not subject to refund or return even if the entire area of interest is not fully collected by the Requested End Date.
- 2.2 **ESTIMATED DELIVERY DATE.** Customer understands and agrees that the “Estimated Delivery Date” set forth on an Order Confirmation represents an estimate of time by which new imagery will be collected and delivered to Customer. Maxar does not guarantee that the imagery will be collected on or before the Estimated Delivery Date, and Maxar will not be liable if it fails to deliver all or part of the ordered imagery on or before the Estimated Delivery Date.
- 2.3 **OPTIONS IF COLLECTION NOT COMPLETED.** With respect to Tasking Products, if Maxar fails to deliver all of the ordered imagery on or before the Requested End Date, the order will terminate unless Customer elects to extend the Requested End Date.
- (a) **REQUESTED END DATE AUTO EXTENSION.** Customer may elect to automatically extend the Requested End Date for a Select Tasking Product or Select Plus Tasking Product by (i) completing an election form that will apply to all orders placed under Customer’s account; or (ii) checking the election box on the applicable order form. However, once Customer has completed an election form, the Requested End Date for all orders placed under Customer’s account will be automatically extended until Customer notifies Maxar in writing that it is terminating auto extension of the Requested End Date for its account, regardless of the election Customer makes on an individual order form. If Customer elects to automatically extend the Requested End Date for a Tasking Product, Maxar will continue its collection efforts on each applicable order until the earliest to occur of (1) the order is fulfilled; (2) one year from the date of acceptance of the applicable Order Confirmation; and (3) Customer cancels the extension of the Requested End Date by notifying Maxar in writing.

3. **SOFTWARE LICENSE.** If Customer purchases a license to a Product that requires or enables the use of Licensed Software, then subject to the terms of this Agreement, Maxar grants to Customer during the term of the license a non-sublicensable, non-transferable, non-exclusive license to install and operate the Licensed Software only on hardware owned or operated on behalf of Customer solely in connection with Customer’s use of the Product. Customer may make a reasonable number of copies of the Licensed Software for backup or maintenance purposes.

EXHIBIT B

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.

"Agreement" means an Order Confirmation together with these Product Terms and Conditions, the End User License Terms and all exhibits.

"Anonymous Information" means usage statistics about device and use of the Product that does not specifically identify a customer or individual Authorized User, such as aggregated and analytics information about use of the Product. For the avoidance of doubt, Anonymous Information does not include Personal Data.

"Authorized User" means an employee or Contractor that is authorized by Customer or a Group Member to use the Product on behalf of Customer or Group Member, 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.

"Content" means all Imagery Products, Information Products, Tasking Products and other imagery, information, analysis, and/or data, including Third Party Content, licensed or made available by Maxar on a Maxar Platform or included in a Subscription Services Product.

"Contractor" means an individual contracted by Customer or a Group Member, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Customer or Group Member. For avoidance of doubt, "Contractor" includes a volunteer who is under contract with Customer to provide services on behalf of Customer or Group Member, provided that the Customer and/or Group Member 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 identified as "Customer" on the applicable Order Confirmation.

"Data Derivative" means, generally, a Derivative of a Product that may be used for any and all purposes in accordance with the applicable End User License Terms.

"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.

"Disabling Device" means any computer software, code or device, including any Virus, intended for or capable of disrupting, disabling, damaging, destroying or otherwise harming or impeding in any manner the operation of, or providing unauthorized access to, a Product, Content, or a Maxar Platform.

"Electronic Delivery" means an electronic delivery method including, without limitation, File Transfer Protocol (FTP), Signiant and Amazon S3.

"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).

"End User License Terms" means the end user license terms available at <https://www.maxar.com/legal>. End User License Terms include, without limitation, the Internal Use License, Group License, Subscription Services License, Evaluation License and Third Party Terms.

"Estimated Delivery Date" means that date identified as the estimated delivery date in an Order Confirmation.

"Fees" has the meaning set forth in Section 6.1 above.

"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 Product to the extent permitted in the applicable End User License Terms.

"Imagery Product" means a Product that consists of satellite imagery, aerial photography, 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.

"Licensed Software" means any software, API, or application made available to Customer by Maxar in order to access a Product.

"Maxar Platform" means a technology platform controlled by Maxar, including the computer hardware, software, Tools, and all other non-Content resources, upon which applications, processes or other technologies can be hosted and/or developed, used by Maxar to make Content or Products available to, and usable by, Customer via the Internet, including, without limitation, Maxar Cloud Services, the SecureWatch Platform, and the Geospatial Big Data Platform.

"Order Confirmation" means that agreement or other 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. Following acceptance by Customer, the Order Confirmation along with these Product Terms and Conditions and the End User License Terms, comprise the Agreement.

"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(s)" means those product(s) and/or service(s) licensed by Customer, as described in the Agreement and Product Specification, which may include, without limitation, Elevation Products, Imagery Products, Information Products, Subscription Services Products, and Tasking Products.

"Requested End Date" means the date on which Maxar will cease collection of imagery for a Tasking Product, as set forth on the applicable Order Confirmation and as may be extended in accordance with Section 2.3 of Exhibit A.

"Subscription Services Product" means a Product that is comprised of Content and/or Tools that are delivered via a Maxar Platform on a subscription basis.

"Successful Collection" means a collect pursuant to an order for a Tasking Product that meets parameters specific on the applicable Order Confirmation, whether the order polygon is collected partially or in total.

"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.

"Taxes" has the meaning set forth in Section 6.5 above.

"Term" means the term of this Agreement, as described in Section 11.1 above.

"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 7.3 above.

"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.

"Tools" means all software, applications, APIs, tools, algorithms and other support resources made available by Maxar on the Maxar Platform or included in a Subscription Services Product.

"Virus" means any computer instructions, devices or techniques that can or were designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, alter, inhibit or maliciously shut down software and/or a processing environment.

-- END OF PRODUCT TERMS AND CONDITIONS --