

**END USER LICENSE TERMS  
EVALUATION LICENSE**

Version E4-21-21

These Evaluation License terms (the "License Terms") apply to your use of a Product if you have licensed the Product subject to an Evaluation License either from an Affiliate of Maxar Technologies Inc., a Delaware corporation with offices located at 1300 W. 120<sup>th</sup> Avenue, Westminster, Colorado 80234 USA ("Maxar") directly or from a Certified Reseller of Maxar. These License Terms are entered into by Maxar and Customer. These License Terms contain the general terms relating to Customer's access to and use of the Product. The applicable Customer Agreement sets forth the terms pursuant to which Customer purchased the Evaluation License.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under an Evaluation License, you, on behalf of Customer, are accepting and agreeing to be bound by these License Terms. If you are entering into these License Terms on behalf of a company or other legal entity or government agency, you represent that you have the authority to bind that entity and its Affiliates to the terms and conditions of these License Terms, in which case "Customer" refers to such entity and its Affiliates. If you do not agree to the terms in these License Terms, do not download, access or use any Maxar Product. Capitalized terms used in these License Terms are defined in Section 14 of these License Terms.

**1. GRANT OF LICENSE.**

**1.1 GENERAL.** This Section 1.1 applies to Products licensed under an Evaluation License other than Subscription Services Products, which are licensed pursuant to Section 1.2 of these License Terms. Subject to Customer's compliance with these License Terms and the applicable Customer Agreement, during the Term, Maxar grants to Customer a non-exclusive, non-transferable, limited license to allow an unlimited number of its Authorized Users to:

- (a) store, access and evaluate the Product solely for Customer's internal evaluation purposes only; and
- (b) create Derivatives of the Product via formatting, editing, digitization, data combination; or via extraction of geographic features, human-made features, persons or animals and related data via identification, measurement and/or analysis, and store, access and evaluate those Derivatives solely for Customer's internal evaluation purposes only.

**1.2 SUBSCRIPTION SERVICES PRODUCTS.** If Customer has licensed a Subscription Services Product, the license granted under this Section 1.2 applies to the Subscription Services Product. During the Term, Maxar will make the Subscription Services Product available to Customer solely to exercise the license rights grants below. Subject to Customer's compliance with these License Terms and the applicable Customer Agreement, during the Term, Maxar grants to Customer a non-exclusive, non-transferable, limited license to allow up to ten (10) of its Authorized Users to use the Subscription Service, including using and developing Derivatives of the Content made available via the Subscription Service as follows:

- (a) store, access and evaluate the Content solely for Customer's internal evaluation purposes only; and
- (b) create Derivatives of the Content via formatting, editing, digitization, data combination; or via extraction of geographic features, human-made features, persons or animals and related data via identification, measurement and/or analysis, and store, access and evaluate those Derivatives solely for Customer's internal evaluation purposes only.

**1.3 THIRD PARTY CONTENT.** Notwithstanding anything to the contrary contained in these License Terms, 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.

**2. SUBLICENSE RIGHTS.** Customer may not sublicense to any Third Party the rights granted to Customer in Section 1 of these License Terms. Customer will ensure that each Authorized User complies with these License Terms. Customer will be liable for all acts and omissions of its Authorized Users relating to the Product or any violation of these License Terms. A breach of these License Terms by an Authorized User is deemed to be a breach by Customer.

**3. RESERVED.**

**4. LICENSE TERM.** The Term of the Evaluation License for each Product will begin upon delivery of the Product to Customer or Certified Reseller, whichever occurs first, and will continue for the period set forth in the Customer Agreement, unless terminated as set forth in Section 12 of these License Terms. If there is no period set forth in the Customer Agreement, then the Term of the Evaluation License for the Product is thirty (30) days. The Term may be extended by Maxar, at its option, upon written notice to Customer.

## 5. RESTRICTIONS.

- 5.1 USE RESTRICTIONS.** Customer recognizes and agrees that the Product is the property of Maxar and contains valuable assets and proprietary information of Maxar and its suppliers, as applicable. Accordingly, except as expressly permitted in Section 1 of these License Terms, Customer will not, and will not permit any Authorized User or other Third Party to:
- (a) distribute, sublicense, transfer, assign, rent, sell, lease, loan, make publicly available, publish or otherwise convey access to or use of the Product or Derivatives to anyone other than Authorized Users;
  - (b) use the Product or Derivatives for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;
  - (c) store, post or process the Product or Derivatives in a system or platform that is publicly-accessible;
  - (d) use the Product or Derivatives to improve the accuracy of any other satellite imagery via algorithmic processing or any other method;
  - (e) with respect to Information Products, use or attempt to use the Information Product or Derivatives thereof to train machine learning algorithms for feature extraction or any other purpose;
  - (f) remove, bypass or circumvent any electronic or other forms of protection included on or with the Product or Maxar Platform;
  - (g) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product;
  - (h) modify or use the Product and Derivatives, or the Maxar Platform, in any manner that infringes upon the Intellectual Property Rights of another entity or individual, or violates any applicable laws;
  - (i) reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Product and/or Maxar Platform is based, but only to the extent this restriction is permitted by law;
  - (j) interfere with the operation of the Product or Maxar Platform or attempt to access data or computing resources not belonging to or intended for Customer; or
  - (k) otherwise use or access the Product or any Derivative, or the Maxar Platform, for any purpose not expressly permitted under these License Terms, including, without limitation, for Commercial Purposes.
- 5.2 MAXAR PLATFORM.** If Customer has purchased a license to a Subscription Services Product, the Subscription Services Product will be made available to Customer and its Authorized Users online via a Maxar Platform. The Subscription Services Product is 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 Service Product is available on the Maxar Platform.
- (a) 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.
  - (b) Restrictions on Use. Customer is responsible for Authorized Users' access and use of the Maxar Platform and compliance with these License Terms. 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.
  - (c) 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.
  - (d) Changes. Maxar reserves the right, in its sole discretion, to add, exclude and discontinue any functionality and Content on the Maxar Platform and to make changes and modifications in specifications, construction and design of the Product and Maxar Platform.

- (e) 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.
- 6. OWNERSHIP.** All right, title and interest in and to the Product and all corrections, enhancements, or other modifications to the Product made by Maxar or any Third Party at Maxar's direction, and all Intellectual Property Rights therein are the sole and exclusive property of Maxar or its suppliers, as applicable. Any permitted Derivatives of the Product or Content created by Customer pursuant to these License Terms may only be used by Customer in accordance with the use rights and restrictions set forth in Sections 1 through 5. All rights not expressly granted to Customer in these License Terms are reserved by Maxar.
- 7. ATTRIBUTION.** Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed on or in the Product and will ensure that all notices are reproduced on all copies. All Derivatives must include the following copyright notice on or adjacent to the Derivative:
- (a) Maxar Products. [Product] © [YEAR] Maxar Technologies.
- (b) AW3D Enhanced, AW3D Metro, AW3D Standard and AW3D Telecom Products. [Product] © [YEAR] NTT Data Corporation.
- (c) Ecopia Building Footprints Powered by Maxar. Ecopia Building Footprints © [YEAR] Ecopia Tech Corporation. Imagery © [YEAR] Maxar Technologies.
- 8. CERTIFICATION AND AUDIT.** Upon Maxar's written request, and not more than once per calendar year, Customer will certify its compliance with the Customer Agreement and these License Terms. Upon thirty (30) days written notice and no more than once every twelve (12) months, Maxar may audit Customer's compliance with the Customer Agreement and these License Terms. Customer will cooperate with Maxar's audit and provide reasonable assistance and access to information and records related to this Agreement and Customer's use and/or distribution of the Product. Audits will not unreasonably interfere with Customer's normal business operations and will be subject to reasonable confidentiality requirements. If an audit results in a finding of non-compliance, Maxar may, at its discretion: (a) invoice any additional fees due with interest as set forth herein and recover the cost of the audit if additional fees exceed five percent (5%) of the fees paid during the audit period; and (b) terminate the Customer Agreement and these License Terms in accordance with Section 12 below. Customer must pay the invoices issued under this Section within thirty (30) days following the date of invoice.
- 9. INDEMNIFICATION BY CUSTOMER.** Customer will defend, indemnify and hold Maxar, its Affiliates, its suppliers and Certified Reseller harmless from and against any claims that may arise against Maxar, its Affiliates, its suppliers or Certified Reseller out of Customer's use of the Product, including, without limitation, a violation by Customer of Section 13.6, 13.7 or 13.8 of these License Terms.
- 10. DISCLAIMER OF WARRANTIES.** THE PRODUCT IS 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 PRODUCT WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PRODUCT WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.
- 11. LIMITATION OF LIABILITY.** IN NO EVENT WILL MAXAR, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOOD WILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THESE LICENSE TERMS OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL THE TOTAL LIABILITY OF MAXAR, ITS AFFILIATES AND ITS SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT(S) EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS AND STATUTORY CLAIMS.
- 12. TERMINATION; SURVIVAL.** Either party may terminate the Evaluation License upon written notice to the other party. Upon termination or expiration of these License Terms, all rights to use the Product granted to Customer under these License Terms will immediately cease and Customer will (and will cause all Authorized Users to) (i) stop use of the Product(s) (including, if applicable,

all Content made available through the Product) and Derivatives thereof; and (ii) permanently delete the Product(s) and Derivatives from all devices and systems and destroy any copies on disk. Upon the request of Maxar, Customer will certify to Maxar in writing that all copies of all Products and Derivatives licensed under these License Terms have been deleted or destroyed. The expiration or termination of these License Terms does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration. The duties and obligations of the parties under Sections 5 (Use Restrictions), 6 (Ownership), 7 (Attribution), 8 (Certification and Audit), 9 (Indemnification by Customer), 11 (Limitation of Liability), 12 (Termination; Survival), and 13 (General Terms) of these License Terms will survive expiration or termination of these License Terms.

### 13. GENERAL TERMS.

- 13.1 ENTIRE AGREEMENT.** These License Terms, together with the Customer Agreement, constitute the entire agreement between the parties with respect to use of the Product and supersede all previous and contemporaneous agreements, understandings and arrangements, whether oral or written.
- 13.2 ASSIGNMENT.** Customer may not transfer or assign any of its rights or delegate any of its obligations under these License Terms, in whole or in part and including any transfers by operation of law, without the prior written consent of Maxar. Any attempted assignment or transfer in violation of this Section will be null and void. These License Terms will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- 13.3 AMENDMENT.** Except for an extension of the Term as provided in Section 4 of these License Terms, these License Terms may be amended or supplemented only by a writing that refers to these License Terms and that is signed by both parties.
- 13.4 WAIVER.** All waivers must be in writing and signed by the party granting the waiver. A waiver of any of rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance. The failure or delay by a party to require performance of any provision of these License Terms does not constitute a waiver.
- 13.5 SEVERABILITY.** If any provision of these License Terms is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.
- 13.6 COMPLIANCE WITH LAWS.** Customer is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business, use of the Product and these License Terms, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, the Foreign Corrupt Practices Act of the United States of America and the Convention on Combating Bribery of Foreign Government Officials.
- 13.7 INTERNATIONAL TRADE COMPLIANCE.** The Products are subject to the customs and export control laws and regulations of the United States and any country in which the Products are manufactured, received or used, including, without limitation, the Export Administration Regulations and the International Traffic in Arms Regulations. Customer will comply with these laws, regulations and rules in the performance of its obligations under these License Terms. Further, Customer will not provide the Products to blocked, prohibited or restricted individuals and entities as required by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC"), including, without limitation, the Denied Persons List, Unverified List and Entity List. Customer will not knowingly do business with criminal organizations, terrorist organizations or other people or groups, either directly or indirectly, that are likely to use the Products for purposes that are illegal or adverse to the interests of the United States Government or Maxar generally. Customer will cooperate with Maxar to ensure ongoing compliance with all laws, regulations and other legal requirements applicable to the conduct of its business and these License Terms and will provide Maxar with the assurances and official documents that Maxar may request periodically to verify Customer's compliance with these License Terms.
- 13.8 DATA PROTECTION.** If delivery, creation, or Customer's use of the Product will involve the Processing of Personal Data, Customer is solely responsible for its compliance at all times with applicable laws, regulations and other legal requirements related to such use, including, without limitation, obtaining any and all applicable approvals and consents necessary for such use from any Data Subjects and regulatory authorities. Without limiting the foregoing, Customer will ensure that it has in place a privacy policy that provides transparent communication of the Processing activities and the rights of Data Subjects. Additionally, Customer will employ adequate technical and organizational security measures to protect Personal Data against a Personal Data breach.
- 13.9 GOVERNING LAW 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:
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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.

- 13.10 **NOTICES.** Except for routine operational correspondence, all notices made or given pursuant to these License Terms must be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when: (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally-recognized private carrier (e.g., Federal Express, DHL, etc.) (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices will be sent to Customer at the address set forth in the Order Confirmation (or if none is specified, the address to which Maxar sends invoices). Notices to Maxar must be sent to (a) [legalservices@maxar.com](mailto:legalservices@maxar.com), if electronic; and (b) to 1300 W. 120th Avenue, Westminster, Colorado 80234, USA, attention Legal Department, if sent in hard copy.
- 13.11 **CONTROLLING LANGUAGE.** These License Terms are drafted in the English language only. English will be the controlling language in all respects, and all versions of these License Terms in any other language are for accommodation only and will not be binding on the parties. All communications and notices to be made or given pursuant to these License Terms must be in the English language. The titles and headings herein are for reference purposes only.
- 13.12 **FORCE MAJEURE.** Except for Customer's obligation to make payment under the Customer Agreement or these License Terms, neither party will be liable for any failure or delay in fulfilling or performing any term of these License Terms when and to the extent the failure or delay is caused by or results from acts or events beyond that party's reasonable control, including, without limitation: acts of God; fire; water damage; natural disaster (including earthquakes, storms, and floods); power or utility outages; strikes; war, military action, or act of terrorism; medical crisis, pandemic or epidemic; a total or partial loss, malfunction, or failure of a satellite, ground station, or communications network, whether temporary or permanent; a change in law or regulation (including export control regulations); acts, directives and orders of government and health authorities; or an order or judgment of a court (not arising out of breach by the party of these License Terms). The party suffering a force majeure event will promptly give notice to the other party, stating the period of time the occurrence is expected to continue.
- 13.13 **EQUITABLE REMEDIES.** The parties agree that a breach or threatened breach by Customer of its obligations under these License Terms would give rise to irreparable harm to Maxar and that Maxar will be entitled to seek equitable relief (without any requirement to post bond), including injunctive relief or specific performance of the terms, in addition to any other remedy to which it is entitled at law or in equity.

#### 14. DEFINITIONS.

**"Affiliate"** means any legal entity controlling, controlled by or under common control with a party, where "control" means (a) the ownership of at least fifty percent (50%) of the equity or beneficial interest of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such party by any means.

**"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 to use the Product on behalf of Customer, or if the Customer is a university or school, then Authorized Users may include Customer's currently-enrolled students.

**"Certified Reseller"** means a reseller authorized by Maxar to resell licenses to use the Product.

**"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 and/or data, including Third Party Content, licensed or made available by Maxar on the Maxar Platform or included in a Subscription Services Product.

**"Contractor"** means an individual contracted by Customer, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Customer. For avoidance of doubt, "Contractor" includes a volunteer who is under contract with Customer to provide services on behalf of Customer, provided that the Customer maintains direct control over all access to, and copies of, Products and/or Derivatives, and the volunteer is not permitted to use the Products or Derivatives for any purpose other than Customer's permitted uses.

**"Customer Agreement"** means (a) with respect to a Customer that purchases a license to use the Product from Maxar directly, that agreement consisting of the applicable Order Confirmation and Product Terms and Conditions, which reference these License Terms; and (b) with respect to a Customer that purchases a license to use the Product from a Certified Reseller, that agreement between the Certified Reseller and Customer pursuant to which Customer receives a license to the Product.

**"Customer"** means that individual, legal entity or government agency that has obtained a license to use the applicable Product either directly from Maxar or from a Certified Reseller.

**"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.

**"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).

**"Evaluation License"** means that license granted by Maxar to Customer, as described in these License Terms.

**"Imagery Product"** means a Product that consists of aerial photography, satellite imagery and other imagery data owned or controlled by Maxar, including all metadata. "Imagery Product" does not include satellite or aerial imagery owned by Third Party suppliers and licensed under Third Party Terms.

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

**"Intellectual Property Rights"** means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, methods, processes, information and technology.

**"License Terms"** has the meaning set forth in the Preamble.

**"Maxar Platform"** means a technology platform provided 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.

**"Personal Data"** means any information that directly or indirectly identifies a Data Subject, such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**"Processing"** means any operation that is performed on Personal Data, whether or not by automated means, such as collection, storage, alteration, use, dissemination or destruction.

**"Product Specification"** means, with respect to each Product, the description and specification published by Maxar and available upon request or at <https://www.maxar.com/legal>.

**"Product Terms and Conditions"** means the Product Terms and Conditions pursuant to which Maxar provides the Product to Customer, available at <https://www.maxar.com/legal>.

**"Product(s)"** means those product(s) and/or service(s) licensed by Customer, as described in the Customer Agreement and Product Specification, which may include, without limitation, Elevation Products, Imagery Products, Information Products, Subscription Services Products, and Tasking Products. With respect to content made available on Maxar's website, "Products" includes Product Samples and Resources, unless otherwise noted.

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

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

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

**"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 1.3 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 EVALUATION LICENSE --