

**END USER LICENSE TERMS
PRECISION3D INTERNAL USE LICENSE**

Version B11-1-22

These Precision3D Internal Use License terms (the "License Terms") apply to your use of a Product if you have licensed the Product subject to a Precision3D Internal Use License either from an Affiliate of Maxar Technologies Inc., a Delaware corporation with offices located at 1300 W. 120th 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 Precision3D Internal Use License. If the Customer Agreement includes the "Enterprise License" option, then "Customer" as used herein will also include Customer's Affiliates.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under the Precision3D Internal Use 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, if applicable, that entity's Affiliates, to the terms and conditions of these License Terms. If you do not agree to the terms in these License Terms, do not download, access or use any Product. Capitalized terms used in these License Terms are defined in Section 14 of these License Terms.

- 1. GRANT OF LICENSE.** Subject to Customer's compliance with these License Terms and the applicable Customer Agreement, including, without limitation, payment of all applicable fees, during the Term, Maxar grants to Customer a non-exclusive, non-transferable, non-assignable, limited license to allow an unlimited number of its Authorized Users to use, reproduce and create Derivatives of the Product only for Customer's Internal Use consistent with the End Use stated on the Customer Agreement.
- 2. SUBLICENSE RIGHTS.** If the Customer Agreement includes the "Enterprise License" option, and Customer has paid the applicable fee, the license set forth in Section 1 may be exercised by Customer's Affiliates and its Affiliates' Authorized Users subject to the terms and conditions of these License Terms. Customer is responsible for documenting each Affiliate granted access to the Product, and upon the request of Maxar, Customer must provide the name, address and contact of each Affiliate to Maxar. Customer will ensure that each Affiliate complies with these License Terms and will be liable for all acts and omissions of its Affiliates relating to the Product and any violation of these License Terms. Without limiting the foregoing, a breach of these License Terms by a Customer Authorized User or an Affiliate or its Authorized Users is deemed to be a breach by Customer.
- 3. SOFTWARE LICENSE.** If Customer purchases a license to a Product that requires or enables the use of Licensed Software, then subject to Customer's compliance with these License Terms and the applicable Customer Agreement, Maxar grants to Customer during the term of this 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.
- 4. LICENSE TERM.** The Term of the license granted in Section 1 for each Product will begin upon delivery of the Product to Customer and will continue perpetually, unless terminated as set forth in Section 12 of these License Terms.
- 5. USE RESTRICTIONS.** Customer recognizes and agrees that the Product contains valuable assets and proprietary information of Maxar and its suppliers, as applicable. Accordingly, Customer will not, and will not permit any Authorized User, Affiliate, Affiliate 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) Use Products or Derivatives to train machine learning algorithms for feature extraction or any other purpose;
 - (f) Remove, bypass or circumvent any electronic or other forms of protection included on or with the Product;
 - (g) Alter, obscure or remove any copyright or trademark notice, copyright or trademark management information or proprietary legend contained in or on any Product;
 - (h) Modify or use the Product and Derivatives in any manner that infringes upon the Intellectual Property Rights of another entity or individual, or violates any applicable laws;
 - (i) Reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Product is based, but only to the extent this restriction is permitted by law; or
 - (j) Otherwise use or access the Product or any Derivative for any purpose not expressly permitted under these License Terms, including, without limitation, for Commercial Purposes.

- 6. OWNERSHIP.** All right, title and interest in and to the Product and all corrections, enhancements, or other modifications to the Product made by Maxar or any Third Party at Maxar's direction, and all Intellectual Property Rights therein are the sole and exclusive property of Maxar or its suppliers, as applicable. All right, title and interest, including all Intellectual Property Rights, in and to enhancements or modifications made by Customer in the creation of a Derivative and any new material contributed by Customer in the creation of a Derivative, but specifically excluding materials owned by Maxar or its suppliers (including, without limitation, Products integrated, referenced, recast, transformed or adapted in the Derivative) are the exclusive property of Customer. However, notwithstanding the ownership rights of Customer in the enhancements, modifications and contributed materials, use of a Derivative by Customer is subject to the license and use restrictions set forth in these License Terms. All rights not expressly granted to Customer in these License Terms are reserved by Maxar.
- 7. ATTRIBUTION.** Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed on or in the Product and will ensure that all notices are reproduced on all copies. All Derivatives must include the following copyright notice on or adjacent to the Derivative: [Product] © [YEAR] Maxar Technologies.
- 8. CERTIFICATION AND AUDIT.** Upon Maxar's written request, and not more than once per calendar year, Customer will certify its compliance with the 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 12.1 below. Customer must pay the invoices issued under this Section within thirty (30) days following the date of invoice.
- 9. INDEMNIFICATION BY CUSTOMER.** Customer will defend, indemnify and hold Maxar, its Affiliates, 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. LIMITED WARRANTY AND DISCLAIMER.**
 - 10.1 LIMITED WARRANTY.** Maxar warrants to Customer only that the Product, as delivered by Maxar, will comply in all material respects with the applicable Product Specification and product parameters set forth in the Customer Agreement. Maxar's sole obligation and Customer's exclusive remedy for a breach of this warranty is for Maxar, at its option and expense, to: (i) repair or replace the non-conforming Product; or (ii) terminate the applicable license and refund all fees paid by Customer for the non-compliant Product. Any claim under this warranty must be made within thirty (30) days following the initial delivery of the Product. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication or modification of or to the Product by anyone other than Maxar or any breach by Customer of these License Terms.
 - 10.2 DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY WARRANTED IN SECTION 10.1, THE 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 AFFILIATES, OR 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.**
 - 12.1 BY MAXAR.** In addition to those termination rights set forth in Section 10, Maxar may terminate these License Terms and associated license rights upon written notice to Customer if Customer (a) breaches Section 1, 2, 4, 5, 6, 8, 9, 13.6, 13.7, or 13.8 of these License Terms; or (b) materially breaches any other provision of these License Terms or the Customer Agreement and fails to cure the breach within thirty (30) days after receiving written notice to do so.
 - 12.2 BY CUSTOMER.** Customer may terminate these License Terms and associated license rights at any time by (a) permanently deleting the Product and Derivatives 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 license fees in full.

12.3 OBLIGATIONS UPON TERMINATION. Upon termination or expiration of these License Terms, all rights to use the Product granted to Customer under these License Terms will immediately cease and Customer will (and will cause all Affiliates and Authorized Users to) (a) stop all use of the Product and Derivatives and (b) permanently delete the Product and Derivatives (excluding Data Derivatives) from all devices and systems and destroy any copies on disk. Within ten (10) days following termination or expiration, Customer will certify to Maxar in writing that all copies of the Product 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.

12.4 SURVIVAL. The duties and obligations of the parties under Sections 5 (Use Restrictions), 6 (Ownership), 7 (Attribution), 8 (Certification and Audit), 9 (Indemnification), 11 (Limitation of Liability), 12.3 (Obligations upon Termination), 12.4 (Survival), and 13 (General Terms) of these License Terms will survive expiration or termination of these License Terms.

13. GENERAL TERMS.

13.1 ENTIRE AGREEMENT. These License Terms, together with the 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, which may not be unreasonably withheld or delayed. Any attempted assignment or transfer in violation of this Section will be null and void. These License Terms will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.

13.3 AMENDMENT. These License Terms may be amended or supplemented only by a writing that refers to these License Terms and that is signed by both parties.

13.4 WAIVER. All waivers must be in writing and signed by the party granting the waiver. A waiver of any of rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance. The failure or delay by a party to require performance of any provision of these License Terms does not constitute a waiver.

13.5 SEVERABILITY. If any provision of these License Terms is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.

13.6 COMPLIANCE WITH LAWS. Customer is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business, use of the Product and these License Terms, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, the Foreign Corrupt Practices Act of the United States of America and the Convention on Combating Bribery of Foreign Government Officials.

13.7 INTERNATIONAL TRADE COMPLIANCE. The Products are subject to the customs and export control laws and regulations of the United States and any country in which the Products are manufactured, received or used, including, without limitation, the Export Administration Regulations and the International Traffic in Arms Regulations. Customer will comply with these laws, regulations and rules in the performance of its obligations under these License Terms. Further, Customer will not provide the Products to blocked, prohibited or restricted individuals and entities as required by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC"), including, without limitation, the Denied Persons List, Unverified List and Entity List. Customer will not knowingly do business with criminal organizations, terrorist organizations or other people or groups, either directly or indirectly, that are likely to use the Products for purposes that are illegal or adverse to the interests of the United States Government or Maxar generally. Customer will cooperate with Maxar to ensure ongoing compliance with all laws, regulations and other legal requirements applicable to the conduct of its business and these License Terms and will provide Maxar with the assurances and official documents that Maxar may request periodically to verify Customer's compliance with these License Terms.

13.8 DATA PROTECTION. If delivery, creation, or Customer's use of any 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:
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, 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.

"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 Products.

"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 or Affiliate's benefit; (c) use in any materials or services for sale or for which fees or charges are paid or received; and (d) use in any books, news publication or journal.

"Contractor" means an individual contracted by Customer, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Customer. For avoidance of doubt, "Contractor" includes a volunteer who is under contract with Customer to provide services on behalf of Customer, provided that the Customer maintains direct control over all access to, and

copies of, Products and/or Derivatives, and the volunteer is not permitted to use the Products or Derivatives for any purpose other than Customer's permitted uses.

"Customer 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 purchased 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.

"End Use" means the "end use" either identified in the applicable Customer Agreement or, if applicable, as certified to the Certified Reseller.

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

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

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

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

"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 Precision3D-branded data product(s), including all Precision3D and Vicon-branded metadata and/or accompanying software, that are licensed by Customer, as described in the Customer Agreement. Products include, without limitation, Precision3D 3D Surface Model, Precision3D DSM, Precision3D DTM, Precision3D Point Cloud, and Precision3D True Ortho Image products.

"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" 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.

-- END OF PRECISION3D INTERNAL USE LICENSE --