

END USER LICENSE TERMS INTERNAL USE LICENSE (SOFTWARE)

Version A2-21-23

These Internal Use License terms (the "License Terms") apply to your use of a Program if you have licensed the Program subject to an 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 Program. The applicable Customer Agreement sets forth the terms pursuant to which Customer purchased the Internal Use License.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using a Program licensed under an 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 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 Program. Capitalized terms used in this License Agreement are defined in Section 24 of the terms and conditions below.

1. **LICENSE GRANT.** Subject to these License Terms, the Customer Agreement and the licensing definitions and rules in the applicable Product Specification, Maxar grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Program in the Territory solely for the Customer's Internal Use during the Term.
2. **AUTHORIZED USERS.** Customer may permit Authorized Users to use the Program solely for Customer permitted Internal Use. Upon the request of Maxar, Customer will provide Maxar with a written description of the name, address and contact of each Authorized User granted access to the Program. Customer will ensure that all Authorized Users comply with these License Terms and a breach of these License Terms by any Authorized User is deemed to be a breach by Customer. Customer will be liable for all acts and omissions of all Authorized Users relating to the Program.
3. **THIRD PARTY LICENSE TERMS.** The Program may contain or require the use of Third Party Technology, including open source components and software that is required to activate and use the Program and that Maxar uses to track usage of the Program and compliance with these License Terms. License terms for the Third Party Technology are either included with the Third Party Technology or identified in the Project Specifications. Use of the Third Party Technology is governed by, and subject to, the terms and conditions of the applicable Third Party Technology license terms.
4. **LICENSE RESTRICTIONS.** Customer recognizes and agrees that the Program is the property of Maxar and contains valuable assets and proprietary information of Maxar and its suppliers, as applicable, and Customer will not, and will not permit any Authorized User or any other Person to:
 - (a) copy the Program, in whole or in part;
 - (b) modify, correct, adapt, translate, enhance, or otherwise prepare Derivative Works of the Program;
 - (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Program to any Third Party;
 - (d) reverse engineer, disassemble, decompile, decode, or adapt the Program, or otherwise attempt to derive or gain access to the source code of the Program, in whole or in part;
 - (e) bypass or breach any security device or protection used for or contained in the Program;
 - (f) use the Program in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;
 - (g) use the Program for purposes of: (i) benchmarking or competitive analysis of the Program; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to Maxar's detriment or commercial disadvantage;
 - (h) use the Program in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, including, without limitation, any flight, avionics or other primary navigational systems, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Program could lead to personal injury or severe physical or property damage;
 - (i) use the Program to improve the geolocation accuracy of any satellite imagery not provided, or authorized in writing, by Maxar;
 - (j) use the Program other than for the authorized Customer's Internal Use or in any manner or for any purpose or application not expressly permitted by these License Terms including, without limitation for Commercial Purposes or Defense Purposes;
 - (k) use any Third Party Technology in any manner or for any purpose or application not expressly permitted by the controlling Third Party Technology license; or
 - (l) publish, make public or disclose the Program or any evaluation results, observations or other feedback regarding the Program or Customer's use or inability to use the Program to a Third Party without the prior written consent of Maxar.
5. **FEEDBACK.** Customer grants to Maxar and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its Products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the Program.
6. **SEPARATE SUPPORT.** Except as set forth in the applicable Product Specification, technical support services for the Program is not covered by these License Terms and must be contracted for separately with Maxar. If Maxar, in its sole discretion, provides Customer with any update for the Program the update will be deemed part of the Program and Customer will install the update as soon as practicable after receipt of the update or notification of the availability of the update. For clarification, Customer does not have any right hereunder to receive any updates or new versions of the Program that Maxar may, in its sole discretion, release from time to time.
7. **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 Program.
8. **NO TRADEMARK LICENSE.** 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.

9. **FEES; INVOICES.** In consideration of the rights granted in these License Terms Customer will pay Maxar the fees set forth in the Customer Agreement. All fees are payable in United States Dollars and are non-refundable. Maxar will invoice Customer for Programs as set forth herein and the Customer Agreement. The fees applicable to any Renewal Term will be equal to Maxar's then current fees on the date of renewal. Unless otherwise set forth in the Customer Agreement, Customer must pay all invoices to Maxar within thirty (30) days following the date of invoice. 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.
10. **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 or use of the Program (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.
11. **DELIVERY AND INSTALLATION.**
- 11.1 **TIME OF DELIVERY.** Any delivery date set forth in the Customer Agreement is an estimate only and Maxar will not be liable if it fails to make any delivery in accordance with any estimated date.
- 11.2 **METHODS OF DELIVERY.** Unless otherwise set forth in the Customer Agreement, the Program will be delivered in accordance with the current Maxar Delivery and Platform Usage Policy available at <https://www.maxar.com/legal>. The Program is deemed accepted upon delivery.
- 11.3 **INSTALLATION.** Program installation is not provided under these License Terms and Customer is solely responsible for installation of the Program.
12. **OWNERSHIP.** All Maxar Products, including the Program, are licensed not sold. All right, title and interest in and to the Program and all corrections, enhancements, or other modifications to the Program 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. Customer agrees that it will not challenge Maxar's ownership of (or the validity or enforceability of Maxar's rights in and to) the Program, and to the extent Customer does so challenge, Maxar may, in addition to its other rights, terminate the Customer Agreement and these License Terms, effective immediately upon notice. All rights not expressly granted to Customer in these License Terms are reserved by Maxar.
13. **FUTURE PRODUCTS.** Customer is responsible for determining which Products and Programs best meet its needs. Customer agrees that these License Terms and the Customer Agreement are not contingent on the delivery of any future Program functionality or features or any statements by Maxar regarding any future functionality or features.
14. **LICENSE TERM.** Unless terminated as set forth in these License Terms, the Term of these License Terms will begin upon delivery of the Program or the Login Credentials to Customer and will continue for the period specified in the Customer Agreement (the "Initial Term"). If no Initial Term is specified in the Customer Agreement the Initial Term shall be one year. These License Terms will automatically renew for additional one year renewal terms (each a "Renewal Term"), unless either party gives notice to the other party of its intent not to renew these License Terms at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term (collectively, the Initial Term and all Renewal Terms are the "Term").
15. **REGULATORY APPROVAL.** Customer understands that these License Terms are subject to regulatory review after they are accepted by Customer. Accordingly, and in addition to the termination rights in Section 22, Maxar reserves the right to terminate these License Terms upon notice via e-mail and without penalty if Maxar, in its sole discretion, determines that it is prohibited by law from providing the Program.
16. **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 Program.
17. **CERTIFICATION AND AUDIT.** Upon Maxar's written request, and not more than once per calendar year, Customer will certify its compliance with these License Terms and the licenses granted hereunder. Customer will cooperate with Maxar's audit and provide reasonable assistance and access to information and records related to these License Terms and Customer's use of the Program. 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 these License Terms and the Maxar licenses in accordance with Section 22 of these License Terms. Customer must pay the invoices issued under this Section within thirty (30) days following the date of invoice.
18. **CONFIDENTIALITY.** The parties may have access to each other's Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. Each party agrees to use the same degree of care to protect the other party's Confidential Information that it uses to protect its own confidential information (but no less than reasonable care), to disclose to the other party only that Confidential Information necessary for the performance of the obligations under these License Terms, not to use the Confidential Information of the other party for any purpose other than invoking any rights and performing any obligations under any agreement between the parties and not to disclose the other party's Confidential Information to any Third Party; provided, however, that Customer, Maxar and Maxar's Affiliates may disclose Confidential Information to its agents, subcontractors, lawyers, accountants, auditors, directors and other advisors who are required to protect it against unauthorized disclosure in a manner no less restrictive than set forth herein. In addition, nothing herein shall prevent either party from disclosing any Confidential Information to any governmental entity as required by law, provided that the receiving party shall take reasonable precautions to protect the confidentiality of the Confidential Information to be disclosed, promptly notify the disclosing party of the requirement of disclosure before making the required disclosure and reasonably cooperate with the disclosing party in attempting to obtain a protective order or other limitation on disclosure. If the parties have entered into a separate non-disclosure agreement, the terms of this Section shall control for all Confidential Information provided in connection with any Customer Agreement and Program licensed under these License Terms.

19. INDEMNIFICATION.

- 19.1 INDEMNIFICATION BY CUSTOMER.** Customer will defend, indemnify and hold Maxar, its Affiliates and its suppliers harmless from and against any claim or action by any Third Party and all losses, damages, costs, penalties, fees and reasonable attorney's fees (collectively, "Losses") arising out of or relating to: (a) any actions or omissions on the part of Customer in exercising its rights and performing its obligations under these License Terms; or (b) a breach by Customer or an Authorized User of these License Terms or any applicable law.
- 19.2 INDEMNIFICATION BY MAXAR.** Maxar will defend, indemnify and hold Customer harmless from and against any claim or action by a Third Party against Customer and all Losses incurred by Customer therefrom, arising out of a claim that the Program as provided by Maxar infringes any United States Intellectual Property Rights of any Third Party.
- 19.3 SUBSTITUTES.** Should Customer's use of the Program be restricted, encumbered, or enjoined by reason of any infringement covered by Section 19.2, Maxar will promptly, at its election, and at no additional cost to Customer: (a) obtain for Customer the right to continue to use the Program as provided in these License Terms; (b) modify the Program so as to render the Program non-infringing while providing materially equivalent features and functionality; or (c) replace the Program with equally suitable, non-infringing alternatives, which will be subject to the provisions of these License Terms. To the extent the options provided in subsections (a) through (c) above are not commercially feasible, Maxar will have the right to immediately terminate these License Terms and associated license rights upon written notice to Customer.
- 19.4 EXCEPTIONS.** Notwithstanding the foregoing, Maxar assumes no liability (and will have no indemnification obligation under Section 19.2 of these License Terms) arising from or related to any claim by a Third Party alleging infringement based on (a) the use of the Program in combination with other products, methods, processes not provided by Maxar; (b) modification of the Program made by Customer or any Third Party; (c) the continuation of allegedly infringing activities by Customer after notification by Maxar of a court ordered injunction disallowing the continued use of the Program; (d) the use by Customer of prior versions of any Program after Maxar has provided Customer with an updated version of the Program; or (e) any open source components of the Program.
- 19.5 INDEMNIFICATION PROCEDURES.** In order to obtain the benefit of any indemnification hereunder, the party seeking indemnification (the "Indemnitee") will provide the other party (the "Indemnitor") with prompt notice of any written threat, warning, or notice of any Third Party claim or action subject to indemnification hereunder, and copies of all papers served upon or received by the Indemnitee relating thereto. The Indemnitor will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise unless otherwise mutually agreed to in writing between the parties hereto (provided, however, that the Indemnitor will not have the right to bind the Indemnitee to any agreement without its prior written consent, which consent will not be unreasonably withheld or delayed). The Indemnitee will provide reasonable assistance to the Indemnitor (at the Indemnitor's expense) regarding the defense of such claim or action. This Section 19 provides Customer's sole and exclusive remedy in connection with any infringement claims asserted by a Third Party.
- 20. LIMITED WARRANTY; DISCLAIMERS.** Maxar represents and warrants to Customer that the Program, as delivered by Maxar, will comply in all material respects with the applicable Product Specification, if any, for thirty (30) days after delivery of the Program. Maxar's sole obligation, and Customer's exclusive remedy, for a breach of this warranty is for Maxar, at its option and expense, to repair or replace the non-conforming Program. Any claim under this warranty related to the Program must be made within thirty (30) days following delivery of the Program. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication or modification of or to the Program by anyone other than Maxar or any breach by Customer of these License Terms. EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 20, THE PROGRAM 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 PROGRAM WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PROGRAM WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF THE PROGRAM WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.

21. LIMITATION OF LIABILITY.

- 21.1 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 THESE LICENSE TERMS OR ANY LIMITED REMEDY HEREUNDER. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- 21.2 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 PROGRAM AND THESE LICENSE TERMS EXCEED THE FEES PAID BY CUSTOMER FOR THE PROGRAM GIVING RISE TO THE CLAIM.
- 21.3 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.

22. TERMINATION.

- 22.1 BY MAXAR.** In addition to those termination rights set forth herein, Maxar may terminate these License Terms and associated license rights upon written notice to Customer if Customer (a) breaches Section 1, 2, 3, 4, 7, 9 or 18 of these License Terms; or (b) materially breaches any other provision of these License Terms and fails to cure the breach within thirty (30) days after receiving written notice to do so.
- 22.2 BY CUSTOMER.** Customer may terminate these License Terms and associated license rights at any time by (a) permanently deleting all access to and use of the Program from all devices and systems containing the Program and destroying any hard copies or copies on disk; and

(b) certifying to Maxar in writing that all access to and use of the Program has permanently ceased and been disabled and all copies of the Program have been deleted or destroyed; however, Customer is still responsible for paying all license fees in full.

- 22.3 OBLIGATIONS UPON TERMINATION.** Upon termination or expiration of this License Agreement, all rights granted in Section 1 for the Program will immediately cease and Customer will (a) stop all use of the Program and (b) permanently delete the Program (and if required in the applicable Program Specification, all Program output data) from all networks, devices and systems and destroy any copies, electronic or otherwise. Within ten (10) days following termination or expiration, Customer will certify to Maxar in writing that all copies of the Program 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. Upon termination, Maxar shall have no obligation to return any unused or pro-rated license fees paid to Maxar for any unused portion of a Term of the license.
- 22.4 SURVIVAL.** The duties and obligations of the parties under Section 2 (Authorized Users), Section 4 (License Restrictions), Section 5 (Feedback), Section 5 (Proprietary Rights Notices), Section 9 (Fees and Invoices), Section 12 (Ownership), Section 17 (Certification and Audit), Section 18 (Confidentiality), Section 19 (Indemnification), 20 (Limited Warranty; Disclaimers), Section 21 (Limitation of Liability), Section 22.3 (Obligations upon Termination) and Section 23 (General Terms) of this License Agreement will survive expiration or termination of these License Terms.
- 23. GENERAL TERMS.**
- 23.1 ENTIRE AGREEMENT.** These License Terms, including the Customer Agreement and the applicable Product Specification, 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 these License Terms, which will be considered as a whole. Unless explicitly stated otherwise in writing, any inconsistency in any documents that comprise these License Terms will be resolved by giving precedence in the following order: (1) Third Party Technology license terms; (2) the terms and conditions of these License Terms unless explicitly overruled by the Customer Agreement; (3) the Customer Agreement; and (4) any other documents and materials referenced in these License Terms.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 COMPLIANCE WITH LAWS.** Customer is responsible for its own compliance and compliance of its Authorized Users with laws, regulations and other legal requirements applicable to the conduct of its business and these License Terms, including all use of the Program, 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.
- 23.7 INTERNATIONAL TRADE COMPLIANCE.** The Program may be subject to the customs and export control laws and regulations of the United States and any country in which the Program is 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, directly or indirectly, the Program 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 Program 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.
- 23.8 DATA PROTECTION.** If delivery or use of the Program 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.

23.9 GOVERNING LAW AND DISPUTE RESOLUTION. All matters arising out of or relating to these License Terms 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 these License Terms, whether in arbitration, at trial or upon appeal, will be entitled to recover reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these License Terms.

23.10 NOTICES. Except for routine operational correspondence, all notices under 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 these License Terms. 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.

23.11 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 the 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.

23.12 FORCE MAJEURE. Except for Customer's obligation to make payment under 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.

23.13 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.

23.14 US GOVERNMENT RIGHTS. Each of the Documentation and the components that constitute the Program is a "commercial product" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Program and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

24. 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 Program on behalf of Customer solely for Customer's Internal Use.

"Confidential Information" means pricing and terms of these License Terms (including the Customer Agreement and other materials attached hereto or incorporated herein), the Program and Documentation for the Program, and all information clearly identified as confidential at the time of disclosure and does not include information that (i) becomes available to the public through no act of the party receiving the information; (ii) the receiving party lawfully received access to separate from this License Agreement; (iii) was lawfully disclosed to the receiving party by a Third Party authorized to make the disclosure; or (iv) was independently developed by the receiving party.

"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.

"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.

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

"Customer Agreement" means (a) with respect to a Customer that purchases a license to use the Program 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 Program from a Certified Reseller, that agreement between the Certified Reseller and Customer pursuant to which Customer receives a license to the Program.

"Data Subject" means an identifiable natural person.

"Defense Purposes" means use for military, defense and/or intelligence purposes on behalf of a government agency.

"Derivative" means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to a Program, including, without limitation, reformatting of the Program 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 Program; or any copy or reproduction of the Program.

"Documentation" means Maxar's user manuals, handbooks, and installation guides relating to the Program, including the end user documentation, Product Specifications or other documentation related to the Program provided to Customer upon request or made available at <http://maxar.com/legal>, or that Maxar provides or makes available to Customer in any form or medium which describe the functionality, components, features, or requirements of the Program, including any aspect of the installation, configuration, integration, operation, or use of the Program.

"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). Elevation Products exclude Information Products.

"Imagery Product" means a Product that consists of aerial photography, satellite imagery and other imagery data owned or controlled by Maxar, including all metadata.

"Indemnatee" has the meaning set forth in Section 19.5.

"Indemnitor" has the meaning set forth in Section 19.5.

"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.

"Internal Use" means use of the Program solely for the internal business purpose of Customer identified in the Customer Agreement or, if applicable, as certified to the Certified Reseller, and not for any Commercial Purpose or Defense Purposes.

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

"Login Credentials" mean access tokens, account information, passwords or other login credentials for a Customer account related to the Program or Third Party Technology.

"Losses" has the meaning set forth in Section 19.1.

"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.

"Program" means the executable, object code version of software Product licensed by Maxar, as described in the applicable Customer Agreement and Product Specification, and any updates and applicable Documentation provided to Customer pursuant to these License Terms.

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

"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>.

"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 10.

"Term" has the meaning set forth in Section 14.

"Territory" means the United States of America unless otherwise specified on the Customer Agreement 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 these License Terms and is not an Affiliate of Maxar.

"Third Party Technology" means any software or other data provided by Maxar that is owned by a Third Party and not owned by Maxar or its Affiliates, if any, as may be identified in the Customer Agreement, the applicable Product Specification, or the applicable Maxar Product.