



# Export Compliance Policy

Last Modified: November 1, 2017

**YOUR ACCESS TO AND USE OF GBDX IS GOVERNED BY THIS EXPORT COMPLIANCE POLICY.**

**PLEASE READ THIS POLICY CAREFULLY.**

**IF YOU DO NOT AGREE TO THE REQUIREMENTS OF THIS POLICY, DO NOT USE GBDX.**

GBDX is subject to the customs and export control laws and regulations of the United States, Canada and any country in which the products are manufactured, received or used, including, without limitation, the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"). By accessing GBDX, you agree that you will comply with these laws, regulations and rules with respect to your use of GBDX, including the following Export Compliance Policy.

**No ITAR Materials Allowed.** You acknowledge that GBDX is not designed or intended to be used for storing, transmitting, or developing technology, data or information that is controlled by the U.S. International Traffic in Arms Regulations or ITAR. You agree not to use GBDX to store, transmit, or develop any technology, data or information that is governed by or derived from information that is governed by ITAR.

ITAR materials may include technology, information or data that (a) is controlled on the United States Munitions List (22 C.F.R. § 121.1) when in the United States, including, without limitation, under Categories XI(b), XII(a)-(c), XIII(f)-(j), XV and all categories controlling technical data related thereto; (b) was developed using information that is classified pursuant to Executive Order ("EO") 13526, is classified under EO 13526 or contains software classified under EO 13526; (c) automatically classifies or identifies military or intelligence targets or characteristics; (d) automatically detects and locates ordnance launch, blast, or fire or detects concealed weapons; (e) is related to or based on infrared signature measurement, prediction, or management for defense articles or radar cross section measurement or prediction software or signature management technical data for defense articles to reduce detectability or observability; (f) uses or is derived from technical data related to multi-layer camouflage systems for reducing detection of platforms or equipment; (g) is specially designed for intelligence purposes to analyze, collect, survey, monitor, or exploit and produce information from the electromagnetic spectrum; or (h) is derived from or related to software for a spacecraft that autonomously detects and tracks moving ground, airborne, missile, or space objects, in real-time using imaging, infrared, radar, or laser systems.

**No Encryption Technology or Data Allowed.** The development and transmission of encryption technology may be controlled by ITAR regulations, by U.S. Export Administration Regulations, or other applicable laws. You agree not to use GBDX to store, transmit, or develop any technology, data, or information that incorporates or relates to cryptography or encryption technology without express written permission from DigitalGlobe.

**No Weapons Technology.** You agree not to use GBDX for the development, design, manufacture or production of weapons, including any nuclear, chemical or biological weapons. You agree that you will not enable or permit any of your authorized users to use GBDX for the development, design, manufacture or production of weapons, including any nuclear, chemical or biological weapons.

**No Prohibited Users or Locations.** You agree you will not provide access to GBDX or any DigitalGlobe content or services to blocked, prohibited or restricted individuals or entities, as required by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") and the Commerce Department, including, without limitation, the Denied Persons List, Unverified List, Entity List and Specially Designated Nationals List. You represent and warrant neither you nor any of your authorized users is or will be (a) a citizen or otherwise located in a country embargoed by the United States; (b) listed in the Entity List of the EAR; or (c) listed in the Specially Designated Nationals List maintained by OFAC or otherwise be a blocked, prohibited or restricted entity or individual, as applicable, under OFAC. You 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 DigitalGlobe products or services for purposes that are illegal or adverse to the interests of the United States Government or DigitalGlobe generally.

**Evidence of Compliance; Indemnity.** You agree to provide any information reasonably requested by DigitalGlobe to confirm that you have complied with the requirements of this Export Compliance Policy. You agree to indemnify DigitalGlobe and its affiliates against any claims, damages, losses, fines, penalties, or judgments that may arise as a result of your breach of any of the terms of this Export Compliance Policy.