

## GBDX NOTEBOOKS ONLINE TIERS TERMS OF SERVICE

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### READ THESE TERMS OF SERVICE AND THE EXPORT COMPLIANCE POLICY CAREFULLY BEFORE USING GBDX.

These Terms of Service are entered into by DigitalGlobe, Inc. ("DigitalGlobe"), with its principal place of business is 1300 W. 120<sup>th</sup> Avenue, Westminster, Colorado 80234 USA, and you ("you"). These Terms of Service contain the terms and conditions relating to your access to and use of GBDX and GBDX Notebooks (the "Agreement").

By clicking "I agree to the Terms of Service and Export Compliance Policy" on our sign-up page or accessing or using GBDX Notebooks, you are accepting and agreeing to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, other legal entity or government agency, you represent that you have the authority to bind that entity to the terms and conditions of this Agreement.

#### 1. PRODUCT DESCRIPTION

**1.1 GBDX NOTEBOOKS.** GBDX Notebooks is a development tool that allows users to develop, test and iterate models, methods and algorithms using data and imagery available on or linked to the Geospatial Big Data Platform. Each model, method, or algorithm is included in a notebook file containing text, source code, media output and metadata in Jupyter Notebook file format (each, a "Notebook") and can be kept private or shared on a public hub in GBDX Notebooks ("GBDX Notebooks Hub"). You may create and use your own Notebooks or use Notebooks that are created by DigitalGlobe and/or third parties as set forth in Article 2 below. All Notebooks must comply with this Agreement, including as set forth in Articles 2 and 7 below. All Notebooks published to the GBDX Notebooks Hub by you or a third party ("Public Notebooks") are subject to an open source license as described in Section 6.1(c) below, and any license terms included in the Public Notebook that contradict the open source license will be void and supplanted in its entirety by the open source license.

**1.2 PRODUCT TIER.** During the Subscription Term, and subject to the licenses in Article 2 below, DigitalGlobe will provide you with access to GBDX and GBDX Notebooks at the Product Tier assigned to you, the components and features of which are described at <https://notebooks.geobigdata.io/hub/pricing>, as same may be changed by DigitalGlobe from time to time. If you have a separate GBDX Subscription agreement with DigitalGlobe, you will be assigned to the GBDX Enterprise Tier for GBDX Notebooks. If, at the time of registration, you have not selected or otherwise been assigned a Product Tier, you will be assigned to the Evaluation Tier for a period of thirty (30) days (the "Evaluation Period"). After the Evaluation Period, if you have not upgraded your Product Tier, your Product Tier will be automatically converted to the free Community Tier and you will no longer have access to any private content created on or uploaded to GBDX Notebooks during the Evaluation Period. Your Product Tier determines the content that will be made available to you via GBDX ("Licensed Content"), which may include: (a) imagery, data sets, metadata, and shapefiles ("Licensed Data"); and/or (b) GBDX tasks, workflows, Notebooks, algorithms, or other tools provided by DigitalGlobe or its suppliers ("Licensed Tools").

#### 1.3 PLATFORM ACCESS AND SECURITY.

- (a) **Authorized Access.** You will access GBDX Notebooks via the website located at <https://notebooks.geobigdata.io/>. GBDX Notebooks and Licensed Content are deployed on the technology platform (including all hardware, front end and backend software, APIs, applications, and related systems) known as the Geospatial Big Data Platform ("Platform"). Your subscription includes access credentials to GBDX Notebooks for one (1) individual, natural person, which will be specifically assigned to your account. You are solely responsible for the security of, and for any actions taken using, your access credentials. DigitalGlobe will have the right to rely upon any information received from any person using access credentials assigned to you and will incur no liability for such reliance.
- (b) **Platform Security: Unauthorized Access.** You will use commercially reasonable efforts to prevent unauthorized access to and use of GBDX Notebooks and the Platform and will notify DigitalGlobe promptly of any unauthorized use of which you are aware. You will use commercially reasonable efforts to ensure that you do not transfer or upload any Disabling Devices (as defined below) to GBDX Notebooks, the Platform, or DigitalGlobe's systems and computers. If you determine that a Disabling Device has been transmitted to GBDX Notebooks, the Platform or other systems or computers of DigitalGlobe, you will notify DigitalGlobe promptly of the transmission and the nature of the Disabling Device. "Disabling Device" means any computer software, code or device, including any computer instructions, devices, or techniques, intended for or capable of (a) disrupting, disabling, harming or otherwise impeding in any matter the operation of, or providing unauthorized access to, GBDX Notebooks, the Platform, Licensed Content, or another person's systems or computers; or (b) damaging or destroying GBDX Notebooks, the Platform, or the Licensed Content.
- (c) **Disabling or Suspending Access.** DigitalGlobe has the right to disable your access credentials at any time in its sole discretion for any or no reason, including if necessary to protect DigitalGlobe's end users, systems, or Platform from unauthorized access or Disabling Devices, or if you have otherwise violated any provision of this Agreement. DigitalGlobe will notify you if it disables your access as soon as reasonably possible thereafter.

#### 1.4 OTHER CONTENT.

- (a) **Your Content.** Your Product Tier may allow you to develop and/or upload your own content (including Notebooks) or link to content outside of GBDX Notebooks (collectively, "Your Content"). You are responsible for ensuring that you have all rights necessary to use Your Content in connection with GBDX and that all of Your Content complies with this Agreement, including, without limitation, Articles 2 and 7 below, and any third-party license terms that may apply to Your Content. DigitalGlobe, at its discretion, may restrict you from uploading or linking certain content to GBDX and/or may require you

to submit Your Content to DigitalGlobe for evaluation and approval before permitting Your Content to be uploaded or linked to GBDX.

- (b) **Third Party Content.** GBDX may include content, data, tools, or algorithms, including Notebooks and data included in or linked to Notebooks, provided by third parties (“Third Party Content”). DigitalGlobe makes no representations as to any Third Party Content, does not warrant the accuracy, completeness or usefulness of Third Party Content and disclaims all liability and responsibility arising from any Third Party Content. If you decide to access any Third Party Content, you do so entirely at your own risk and subject to the terms and conditions of use for that Third Party Content.

DigitalGlobe has the right to remove or refuse to post any of Your Content or Third Party Content if, in DigitalGlobe’s sole discretion, it violates the terms of this Agreement, any applicable law, or any third-party rights.

- 1.5 **END USE.** You certify that you will use GBDX and GBDX Notebooks, including the Licensed Data, only for the end use stated in your registration and as permitted under each applicable Product Tier.
- 1.6 **PRODUCT & PRICING CHANGES.** You understand and agree that GBDX Notebooks is an evolving product. Accordingly, DigitalGlobe reserves the right, in its sole discretion, to add, exclude and discontinue any functionality or Licensed Content and to make changes and modifications in specifications, pricing, tier components, construction and design.

**2.0 LICENSE.**

2.1 **GENERAL LICENSE GRANT.** GBDX Notebooks and Licensed Content are licensed, not sold, under this Agreement. Subject to your compliance with this Agreement, and in addition to any other GBDX Subscription agreement you may have with DigitalGlobe, DigitalGlobe grants to you a limited, non-exclusive, non-transferable, license during the Subscription Term to use GBDX Notebooks as follows:

- (a) **Create Public Notebooks.** You may use GBDX Notebooks to create Public Notebooks, provided that such Public Notebooks, including all drafts, are: (i) made accessible to all GBDX users at no-charge; and (ii) released under the MIT License, a copy of which is currently available at <https://opensource.org/licenses/MIT> (“MIT License”).
- (b) **View & Modify Public Notebooks.** You may use GBDX Notebooks to search for, view, and create derivatives of Public Notebooks that are available on the GBDX Notebook Hub, provided that you comply with the terms of the MIT License.
- (c) **Analyze Licensed Data.** You may use GBDX Notebooks to view, process, and analyze Licensed Data and create derivative works from the Licensed Data via execution of Notebooks on GBDX Notebooks, which may include formatting, editing, digitizing, and/or combining data or extracting features and related data from the Licensed Data. All use of Licensed Content must remain within the Platform and Licensed Content cannot be downloaded from the Platform. However, the results from a compute session (meaning, the output that results when Licensed Data is analyzed using algorithms, tasks, Notebooks, or workflows) (“Output”) may be downloaded, provided that the Output does not include any Licensed Content from which it was derived and the Output is not used to improve the accuracy or quality of your, or a third party’s, products, services, or imagery.
- (d) **Create Private Notebooks.** If included in your assigned Product Tier, you may use GBDX Notebooks to create private Notebooks that are not published to the GBDX Notebooks Hub and are not required to be released under the MIT License (“Private Notebooks”).
- (e) **Deploy Notebooks as Tasks.** If included in your assigned Product Tier, you may use GBDX Notebooks to deploy and execute Notebooks as GBDX tasks on the Platform, subject to those Tier Parameters set forth at <https://notebooks.geobigdata.io/hub/pricing> for your Product Tier, as the same may be updated from time to time.

**2.2 SPECIFIC LICENSES AND PERMITTED PURPOSE.**

- (a) **Licenses by Product Tier.** All licenses are subject to those requirements and restrictions in Sections 2.2 and 2.3 of this Agreement. The licenses that are included with each Product Tier are as follows:

Product Tier	Create Public Notebooks Sect. 2.1(a)	View & Modify Public Notebooks Sect. 2.1(b)	Analyze Licensed Data Sect. 2.1(c)	Create Private Notebooks Sect. 2.1(d)	Deploy Notebooks As Tasks Sect. 2.1(e)
Community Tier	✓ Included	✓ Included	✓ Included		
Evaluation Tier	✓ Included	✓ Included	✓ Included	✓ Included	
Notebooks Only Tier	✓ Included	✓ Included	✓ Included	✓ Included	
GBDX Starter Tier	✓ Included	✓ Included	✓ Included	✓ Included	✓ Included
GBDX Enterprise Tier	✓ Included	✓ Included	✓ Included	✓ Included	✓ Included

- (b) **Internal Use Only.** Unless otherwise agreed to in writing by DigitalGlobe, you may use GBDX solely for your internal business purposes and you may not use GBDX to create, provide, distribute, transmit, or publish a product or service in exchange for a fee or other consideration. If you develop a product for potential commercialization that uses GBDX, you must contact DigitalGlobe to procure a separate license.
- (c) **Evaluation Tier.** Notwithstanding anything to the contrary in this Agreement, if you are using GBDX Notebooks under an Evaluation Tier subscription, you may only use GBDX for evaluating whether to procure a paid subscription to GBDX, unless otherwise agreed in writing by DigitalGlobe.

- 2.3 **LICENSE RESTRICTIONS.** Except to the extent expressly permitted in this Agreement, you will not, and will not allow any third party to:
- (a) prepare any derivative work of GBDX, including any Licensed Content, or any part thereof;
  - (b) sell, resell, sublicense, distribute, transfer, assign, rent, lease, or otherwise convey GBDX (including any Licensed Content), Output, or a Derivative Work (defined in Section 6.1(b) below) or any right with respect thereto, to any third party including, without limitation, as a single product or on a stand alone basis, or in a service bureau or outsourcing offering;
  - (c) reverse engineer, disassemble, decompile or adapt GBDX (including any component of the Platform or Licensed Content), regardless of whether doing so is permitted by applicable law;
  - (d) use GBDX to store or transmit material, or modify any Licensed Content in a manner that, is unlawful, libelous, tortious, infringes upon the Intellectual Property Rights (defined below) of third parties; or
  - (e) interfere with the operation of the Platform or attempt to access data not belonging to or intended for you.

Without limiting the generality of the foregoing, you are not authorized to use GBDX in the design, development, production, construction, stockpiling, support, maintenance or use of chemical or biological weapons, rocket systems (including ballistic missile systems, space launch vehicles and sounding rockets), unmanned air vehicle systems (including cruise missiles, target drones and reconnaissance drones) or a maritime nuclear propulsion project.

As used in this Agreement, "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, technology, methods, processes, information and technology.

### 3. PAYMENT AND BILLING.

- 3.1 **SUBSCRIPTION FEES.** For your access to GBDX, you will pay DigitalGlobe the then current monthly or annual subscription fee, as applicable to your Product Tier and as set forth in the Product Specification ("Fees"). You must provide DigitalGlobe with a current, valid credit card to pay the Fees for your use of GBDX. All Fees are payable in United States Dollars and are nonrefundable.
- 3.2 **BILLING.** By starting your subscription and providing your credit card information, you authorize DigitalGlobe to charge to your credit card monthly in payment of the applicable Fee at the then current rate and any other charges that you may incur in connection with your use of GBDX. You acknowledge that the amount billed each month may vary from month to month for reasons that may include promotional offers or changes in your subscription, and you authorize DigitalGlobe to charge your credit card for such varying amounts, which may be billed monthly in one or more charges. Your monthly Fee will be billed at the beginning of your Subscription Term and thereafter will automatically be billed each month on the calendar day corresponding to the first day of your Subscription Term. DigitalGlobe reserves the right to change the timing of your billing if your payment has not successfully settled. If your Subscription Term begins on a day not contained in a given month, DigitalGlobe will bill your credit card on another day in the applicable month or such other day as DigitalGlobe determines. If the applicable Fees cannot be charged to your credit card for any reason, DigitalGlobe reserves the right to suspend your access to GBDX until all past due amounts have been paid.
- 3.3 **TAXES.** Fees do not include any sales, use, value-added, foreign withholding or other taxes, duties, fees, excises or tariffs imposed on the licensing, sale or use of GBDX (collectively, "Taxes"). You are responsible for, and if applicable will reimburse DigitalGlobe within thirty (30) days of request, all Taxes and any related penalties, except for taxes imposed on DigitalGlobe's net income. If you are required to withhold Taxes from payments, the amount due and payable to DigitalGlobe must still equal the Fees that would otherwise be payable had the Taxes not been withheld, and you must provide DigitalGlobe with a receipt or other acceptable documentation from the applicable taxing authority evidencing the payment of the Taxes.

### 4. TERM AND CANCELLATION

- 4.1 **SUBSCRIPTION TERM.** Your subscription will begin on the day that you sign up for GBDX and will continue for the subscription term associated with your Product Tier, unless you cancel or DigitalGlobe terminates your subscription (the "Subscription Term").
- 4.2 **CANCELLATION.** You may cancel your subscription to GBDX at any time. To cancel your subscription, send an email to [gbdx-support@digitalglobe.com](mailto:gbdx-support@digitalglobe.com).
- 4.3 **TERMINATION BY DIGITALGLOBE.** DigitalGlobe may terminate this Agreement for any reason by providing thirty (30) days' written notice. If DigitalGlobe believes you are in violation of the terms of this Agreement, DigitalGlobe may immediately suspend your access to GBDX or GBDX Notebooks, or terminate your subscription to GBDX or GBDX Notebooks (or part thereof), without notice or compensation to you, at any time.
- 4.4 **EFFECT OF CANCELLATION OR TERMINATION.** Unless otherwise agreed in writing with DigitalGlobe, upon cancellation or termination: (a) you agree to cease all use of the GBDX access credentials; and (b) DigitalGlobe will be entitled, but not obligated, to remove and delete your Private Notebooks and Public Notebooks stored on the Platform.
- 4.5 **SURVIVAL.** The duties and obligations of the parties under Sections 1.3, 2.3, 3.2, and Articles 4, 5, 6, 7, 9, 10, 11, and 12 of this Agreement will survive cancellation or termination of this Agreement.

## 5. DATA PRIVACY AND PROCESSING

- 5.1 **DATA COLLECTED.** Prior to activating your subscription, you may be required to provide your name, mailing address, email address, telephone number, fax number, and credit card billing information ("Protected Data").
- 5.2 **PERMITTED USE OF PROTECTED DATA.** By ordering a subscription to GBDX, you expressly consent and agree that DigitalGlobe may use your Protected Data as necessary to perform its rights and obligations under this Agreement, including to (a) charge your account for accrued subscription fees; (b) verify compliance with applicable laws, such as export control regulations; (c) notify you of changes or suspensions to your account, access credentials, or subscription; and/or (d) notify you of scheduled maintenance, temporary outages, cybersecurity alerts, and product changes. You also agree that DigitalGlobe may use your Protected Data to send you news, requests for feedback, promotional offers, and informational updates related to GBDX to enhance your experience using DigitalGlobe's products.
- 5.3 **DATA PROCESSING.** DigitalGlobe may collect, store, and maintain your Protected Data using one or more third-party vendors, who may be located outside of your country of residence ("Data Processors"). DigitalGlobe will use commercially reasonable efforts to ensure that Data Processors are bound to protect the confidentiality of Protected Data and to only use the Protected Data in accordance with the permitted uses in this Agreement.
- 5.4 **REMOVAL AND CORRECTION OF PROTECTED DATA.** You may request that DigitalGlobe delete, update, or otherwise cease to use your Protected Data at any time by sending an email to [privacy@digitalglobe.com](mailto:privacy@digitalglobe.com). DigitalGlobe will use reasonable commercial efforts to respond promptly to your request within thirty (30) days. DigitalGlobe reserves the right to terminate the Agreement in its entirety if you remove or request removal of any data required for performance of this Agreement, including without limitation name, address, and valid billing information.

## 6. INTELLECTUAL PROPERTY

### 6.1 TITLE AND OWNERSHIP.

- (a) **DigitalGlobe Products and Services.** Except for the limited rights granted in Article 2 of this Agreement, as between the parties: (i) all right, title and interest, including all Intellectual Property Rights, in GBDX and GBDX Notebooks, including the Platform and Licensed Content, are the exclusive property of DigitalGlobe or its content providers; and (ii) you have no rights, whether by implication or otherwise, in GBDX except as expressly granted herein.
- (b) **Derivative Works.** All right, title and interest, including all Intellectual Property Rights, in any new material contributed by you in the creation of a Derivative Work (defined below), and specifically excluding preexisting materials that are not created by you, including, without limitation, any Licensed Data or other Content integrated, referenced, recast, transformed or adapted in the Derivative Work, are your exclusive property. However, notwithstanding your ownership rights in the contributed materials, your use of a Derivative Work is subject to the license and use restrictions set forth in Sections 2.2 and 2.3 above. A "Derivative Work" means any addition, improvement, update, modification, transformation, adaptation, or derivative work of or to Licensed Content, including without limitation, reformatting the Licensed Content into a different format or media; any addition or extraction of data, information or other content from the Licensed Content; or any copy or reproduction of the Licensed Content.
- (c) **Public Notebooks.** All Public Notebooks available on the GBDX Notebooks Hub are subject to the MIT License set forth at <https://opensource.org/licenses/MIT>. Accordingly, if you publish a Notebook publicly to the GBDX Notebooks Hub, you understand and agree that your Notebook is subject to the MIT License. To the extent that you keep a Notebook private, all right, title and interest, including all Intellectual Property Rights, in any new material contributed by you to a Notebook are your exclusive property.

6.2 **NO TRADEMARK LICENSE.** Except as required in Section 6.3 of these Terms and Conditions, you may not use the trademarks, service marks, trade name, domain name or other source identifiers of DigitalGlobe or its suppliers without the express written consent of DigitalGlobe.

6.3 **PROPRIETARY RIGHTS NOTICES.** You will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by DigitalGlobe or its suppliers on or in GBDX, including Licensed Content, and will ensure that all notices are reproduced on all copies. All Derivative Works (defined in Section 6.1(b)) must include the following copyright notice on or immediately adjacent: Imagery © [YEAR] DigitalGlobe, Inc.

6.4 **FEEDBACK.** DigitalGlobe encourages you to provide suggestions and comments regarding usability, bug reports, test reports or other feedback (collectively, "Feedback"), regarding GBDX, including GBDX Notebooks. You agree that: (a) DigitalGlobe may freely use, disclose, reproduce, license, distribute and otherwise commercialize improvements resulting from the Feedback in any DigitalGlobe product, technology or service; and (b) you obtain no Intellectual Property Rights in any improvements to GBDX or other products resulting from the Feedback and you expressly waive any such claims.

### 7. COMPLIANCE.

7.1 **NO ITAR CONTROLLED DATA OR SERVICES.** You acknowledge that GBDX and GBDX Notebooks 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 ("ITAR"). You agree not to use GBDX or GBDX Notebooks to store, transmit or develop any technology, data, or information that is governed by or derived from information that is governed by ITAR.

7.2 **NO ENCRYPTION TECHNOLOGY OR DATA ALLOWED.** You agree not to use GBDX or GBDX Notebooks 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. The development and transmission of encryption technology may be controlled by ITAR, by U.S. Export Administration Regulations ("EAR") or other applicable laws.

- 7.3 **NO WEAPONS TECHNOLOGY.** You agree not to use GBDX or GBDX Notebooks 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 other person to use GBDX or GBDX Notebooks for the development, design, manufacture or production of weapons, including any nuclear, chemical or biological weapons.
- 7.4 **INTERNATIONAL TRADE COMPLIANCE AND EXPORT COMPLIANCE POLICY.** 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"). You will comply with these laws, regulations and rules in the performance of your obligations under this Agreement as well as the Export Compliance Policy at [https://notebooks.geobigdata.io/docs/export\\_compliance\\_policy.pdf](https://notebooks.geobigdata.io/docs/export_compliance_policy.pdf). Further, you will not provide GBDX or other DigitalGlobe products to blocked, prohibited or restricted individuals and 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 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 for purposes that are illegal or adverse to the interests of the United States Government or DigitalGlobe generally. You will provide DigitalGlobe with the assurances and official documents that DigitalGlobe may request periodically to verify your compliance with this Agreement.
- 7.5 **COMPLIANCE WITH APPLICABLE LAW.** You are responsible for your own compliance with laws, regulations and other legal requirements applicable to the conduct of your business and this Agreement, and agree 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.
- 7.6 **COMPLIANCE WITH LICENSE TERMS.** Upon DigitalGlobe's written request, you will certify your compliance with the license granted under this Agreement. In addition, DigitalGlobe or its authorized representative will have the right to perform an audit to determine your compliance with this Agreement and the licenses granted hereunder. You will grant DigitalGlobe auditors access to all records pertaining your use of GBDX. The audit will: (a) require a minimum of thirty (30) days prior written notice; (b) be conducted no more than once per calendar year; (c) be limited to a three (3) year audit period unless non-compliance findings are noted, in which case the audit period can be expanded; (d) be conducted during reasonable business hours; and (e) be subject to reasonable confidentiality requirements. If you are unable to provide the certification or following the completion of an audit, you will work in good faith with DigitalGlobe to convey the proper license type and remit the appropriate Fees as remedy for any non-compliance. In addition, DigitalGlobe reserves the right to terminate your subscription to GBDX for non-compliance in accordance with Section 4 of this Agreement.
8. **REPRESENTATIONS AND WARRANTIES.**
- 8.1 **ITAR COMPLIANCE.** You represent and warrant that Your Content, including each Notebook developed and/or submitted by you under this Agreement, is not 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. Further, you represent and warrant that Your Content:
- (a) was not developed using information that is classified pursuant to Executive Order ("EO") 13526, is classified under EO 13526, or contains software classified under EO 13526;
  - (b) does not automatically classify or identify military or intelligence targets or characteristics;
  - (c) does not automatically detect or locate ordnance launch, blast, or fire or detect concealed weapons;
  - (d) is not related to or based on infrared signature measurement, prediction, or management for defense articles or radar cross section measurement or prediction software, signature management technical data for defense articles to reduce detectability or observability;
  - (e) does not use and is not derived from technical data related to multi-layer camouflage systems for reducing detection of platforms or equipment;
  - (f) is not specially designed for intelligence purposes to analyze, collect, survey, monitor, exploit or produce information from the electromagnetic spectrum; and
  - (g) is not 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.
- 8.2 **EXPORT ADMINISTRATION REGULATIONS.** You represent and warrant that Your Content, including each Notebook and Task developed and/or submitted by you under this Agreement, (a) is not designed to use cryptography and does not contain cryptography technology, or that any encryption functionality is limited to intellectual property or copyright protection functions or the use of encryption is ancillary to the primary function of the item as described by Note 4 under Part 2 of Category 5 of the Commerce Control List; and (b) is not controlled on the Commerce Control List for reasons other than anti-terrorism.
- 8.3 **LOCATION AND CLASSIFICATION.** You represent and warrant that during the Subscription Term you are not and will not be (a) a citizen of 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.

- 8.4 **YOUR CONTENT.** You represent and warrant that Your Content, including each Notebook developed and/or submitted by you under this Agreement, will not infringe or violate any Intellectual Property Rights, publicity or privacy rights, law or regulation and will not contain any Disabling Device as described in Section 1.3(b) of this Agreement.
9. **INDEMNIFICATION BY CUSTOMER.** You will defend, indemnify and hold DigitalGlobe harmless from and against any claims that may arise against DigitalGlobe out of your use of GBDX or Your Content, including, without limitation, a violation of Article 7 or 8 above. If you are unwilling or unable to reasonably defend, DigitalGlobe may defend such claims directly using counsel of its choice, and you agree to pay the reasonable costs for such defense in addition to any resulting damages.
10. **WARRANTY DISCLAIMER.** GBDX AND GBDX NOTEBOOKS, INCLUDING THE PLATFORM AND LICENSED CONTENT, ARE EACH 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. DIGITALGLOBE DOES NOT WARRANT THAT GBDX WILL BE ACCURATE, CURRENT OR COMPLETE, THAT GBDX, GBDX NOTEBOOKS, OR LICENSED CONTENT WILL MEET YOUR NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF GBDX WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED. YOU USE THE PLATFORM AND LICENSED CONTENT AT YOUR OWN RISK.
11. **LIMITATION OF LIABILITY.** IN NO EVENT WILL DIGITALGLOBE 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 TERMS OF SERVICE OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL DIGITALGLOBE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH GBDX OR GBDX NOTEBOOKS EXCEED THE FEES PAID BY YOU FOR GBDX OR GBDX NOTEBOOKS DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE OR ONE-HUNDRED UNITED STATES DOLLARS (US\$100.00), WHICHEVER IS GREATER. 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. GENERAL PROVISIONS

- 12.1 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the use of GBDX Notebooks contemplated hereby and supersede all previous and contemporaneous agreements, understandings and arrangements with respect to these transactions, whether oral or written. For avoidance of doubt, if you have a separate GBDX Subscription agreement with DigitalGlobe, this Agreement is in addition to the terms of any other GBDX Subscription Agreement. In the event of any conflict between this Agreement and any other GBDX Subscription Agreement, the terms of the other GBDX Subscription Agreement will control unless otherwise agreed by the parties in writing. The titles and headings are for reference purposes only and will not limit the construction of this Agreement, which will be considered as a whole.
- 12.2 **AMENDMENT.** DigitalGlobe may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when posted to GBDX or sent via email to your address on record and apply to all access to and use of the GBDX after that time. Your continued use of GBDX following a revision of this Agreement means that you accept and agree to the changes.
- 12.3 **WAIVER.** The failure or delay by a party to require performance of any provision of this Agreement does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its 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.
- 12.4 **SEVERABILITY.** If any provision of this Agreement is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.
- 12.5 **ASSIGNMENT.** You may not transfer or assign any of your rights or delegate any of your obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of DigitalGlobe. Any attempted assignment or transfer in violation of this Section will be null and void. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- 12.6 **GOVERNING LAW AND DISPUTE RESOLUTION. GOVERNING LAW AND DISPUTE RESOLUTION.** All matters arising out of or relating to this Agreement will be governed by and construed under the laws and using the method of dispute resolution indicated below, based upon where you are domiciled:

<b>If you are domiciled in:</b>	<b>The governing law is:</b>	<b>Any suit, action or proceeding arising out of or relating to this Agreement must be:</b>
A country in North America, South America or Central America	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
China, Hong Kong or Taiwan	Hong Kong law	Referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Center ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration will be Hong Kong.
Japan, Korea or Mongolia	Hong Kong law	Referred to and finally resolved by arbitration administered by the London Court of International Arbitration ("LCIA") under the LCIA Rules in force when the notice of arbitration is submitted. The seat of arbitration will be London.
Australia, New Caledonia, New Zealand or South Pacific Islands	Laws of New South Wales, Australia	Instituted in the state and federal courts located in Sydney, Australia.
All other countries in the Asia Pacific region	Singapore law	Referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") under the Arbitration Rules of the SIAC in force when the notice of arbitration is submitted. The seat of arbitration will be Singapore.
A country in Europe, Middle East or Africa	Laws of England and Wales	Referred to and finally resolved by arbitration administered by the London Court of International Arbitration ("LCIA") under the LCIA Rules in force when the notice of arbitration is submitted. The seat of arbitration will be London.

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 proceedings will be conducted in English. The party or parties prevailing in any legal actions, arbitration or other proceeding relating to this 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 Agreement.

- 12.7 **NOTICES.** All notices of cancellation must be sent to [gbdx-support@digitalglobe.com](mailto:gbdx-support@digitalglobe.com). All other notices relating to this Agreement must be in writing in English and sent to DigitalGlobe at [legalservices@digitalglobe.com](mailto:legalservices@digitalglobe.com) and you at your email address on record with DigitalGlobe. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.
- 12.8 **CONTROLLING LANGUAGE.** These Terms of Service are drafted in the English language only. English will be the controlling language in all respects, and all versions of this Agreement in any other language are for accommodation only and will not be binding on the parties.