



GBDX AND GBDX NOTEBOOKS EVALUATION TERMS OF SERVICE

Version A11-26-17

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1. PRODUCT DESCRIPTION

1.1 **PRODUCT TIER.** During the Subscription Term (as defined in Section 2.1 below), DigitalGlobe will provide you with a subscription to GBDX at the Evaluation Tier, the components of which are described at <https://notebooks.geobigdata.io/>. Certain imagery, as set forth at <https://notebooks.geobigdata.io/> (the "Licensed Images"), is accessible by you on GBDX.

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 - (f) it is not specially designed for intelligence purposes to analyze, collect, survey, monitor, exploit or produce information from the electromagnetic spectrum; and
 - (g) it 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.
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- 4.3 **LOCATION AND CLASSIFICATION.** You represent and warrant that during the Subscription Term you are not and will not 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.
- 4.4 **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 1.2(c) of these Terms of Service.
5. **COMPLIANCE WITH LICENSE TERMS.** Upon DigitalGlobe’s written request, you will certify your compliance with these Terms of Service. In addition, DigitalGlobe or its authorized representative will have the right to perform an audit to determine your compliance with these Terms of Service. You will grant DigitalGlobe auditors access to the accounts, books and 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 2.3 of these Terms of Service.
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10. **GENERAL PROVISIONS**
- 10.1 **ENTIRE AGREEMENT.** These Terms of Service constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersede 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 Terms of Service, which will be considered as a whole.
- 10.2 **AMENDMENT.** DigitalGlobe may revise and update these Terms of Service 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 these Terms of Service means that you accept and agree to the changes.
- 10.3 **WAIVER.** The failure or delay by a party to require performance of any provision of these Terms of Service 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.
- 10.4 **SEVERABILITY.** If any provision of these Terms of Service 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.
- 10.5 **ASSIGNMENT.** You may not transfer or assign any of your rights or delegate any of your obligations under these Terms of Service, 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. These Terms of Service will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- 10.6 **GOVERNING LAW AND DISPUTE RESOLUTION. GOVERNING LAW AND DISPUTE RESOLUTION.** All matters arising out of or relating to these Terms of Service will be governed by and construed under the laws and using the method of dispute resolution indicated below, based upon where you are domiciled:

If you are domiciled in:	The governing law is:	Any suit, action or proceeding arising out of or relating to these Terms of Service must be:
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 these Terms of Service, 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 Terms of Service.

- 10.7 **NOTICES.** All notices of cancellation must be sent to gbdx-support@digitalglobe.com. All other notices relating to these Terms of Service must be in writing in English and sent to DigitalGlobe at 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.
- 10.8 **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 these Terms of Service in any other language are for accommodation only and will not be binding on the parties.