

## END USER LICENSE TERMS DISPLAY AND MEDIA LICENSE

Version A2-21-17

These Display and Media License terms (the "License Terms") apply to your use of a Product if you have licensed that Product subject to a Display and Media License from DigitalGlobe, Inc. ("DigitalGlobe") directly or from a Certified Reseller of DigitalGlobe. These License Terms are entered into by DigitalGlobe, whose principal place of business is 1300 W. 120<sup>th</sup> Avenue, Westminster, Colorado 80234 USA, and Customer. These License Terms are in addition to and supplement the Internal Use License, Group License or Subscription Services License that applies to the Product.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under a Display and Media License, you are accepting and agreeing to be bound by these License Terms. If you are entering into these License Terms 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 these License Terms. Capitalized terms used in these License Terms are defined in Section 4 below.

- 1. GRANT OF LICENSE. In addition to those use rights set forth in the Internal Use License, Group License or Subscription Services License, as applicable, DigitalGlobe grants to Customer a perpetual, non-exclusive, non-transferable license to publish extracts of the Product and/or Derivatives of the Product in any of the following publications (the "Publications") to supplement text or other content, subject to the requirements set forth in Section 2 below:
  - (a) reports, white papers, presentations and training manuals (print and electronic);
  - (b) books, textbooks, newspapers, magazines, articles, journals and blogs (print and electronic);
  - (c) posters, brochures and booth displays;
  - (d) websites and social media; and
  - (e) video media including movies, television programs, documentaries, webinars and other broadcasts.
- 2. REQUIREMENTS. All use of the Product and Derivatives of the Product are subject to the following requirements:
  - (a) PRINT AND VIDEO/BROADCAST MEDIA.
    - (i) Resolution At a resolution no better than resolution of delivered imagery.
    - (ii) Metadata Can only publish collection date/time, vehicle, and band combination.
  - (b) ONLINE MEDIA.
    - (i) Resolution At a resolution no better than resolution of delivered imagery.
    - (ii) Imagery Formats .png, .tif, .tiff, .gif, .jpg, .jpeg, .jpe, .jfif, .bmp, .pdf or any format without geo-referencing information
    - (iii) Metadata Can only publish collection date/time, vehicle, and band combination.
    - (iv) Image Security Non-extractable and non-downloadable manner.

In addition, each use of the Product or a Derivative of the Product in the Publications must include an attribution to DigitalGlobe, Inc. on or adjacent to the image in the following form: "Image © 20XX DigitalGlobe, Inc.", annotating the applicable year. However, with respect to inclusion of the Product or a Derivative of the Product in a movie, television program, documentary, webinar or other broadcast, the attribution can be included in the credits at the end of the production.

- 3. UNDERLYING LICENSE TERMS. Except as specifically modified by these License Terms, the Internal Use License, Group License or Subscription Services License, as applicable, and all provisions contained in it, are, and will continue, in full force and effect. Capitalized terms used in these License Terms but not defined in these License Terms will have the meanings set forth in the underlying Internal Use License, Group License or Subscription Services License, as applicable. All of the general provisions set forth in the Internal Use License, Group License or Subscription Services License, as applicable, will apply to these License Terms as if included in these License Terms.
- 4. DEFINITIONS.

"Certified Reseller" means a reseller authorized by DigitalGlobe to resell licenses to use the Product.

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

"Customer Agreement" means (a) with respect to a Customer that purchases a license to use the Product from DigitalGlobe directly, that agreement consisting of the applicable Order Confirmation and Product Terms and Conditions; and (b) with respect to

a Customer that purchases a license to use the Product from a Certified Reseller, that agreement between the Certified Reseller and Customer.

"Derivative" means a derivative work of the Product that Customer is permitted to develop pursuant to the Internal Use License, Group License or Subscription Services License that governs Customer's use of the Product.

"**Group License**" means the terms and conditions that apply if Customer has licensed the Products pursuant to a "Group License 1 to 5" or "Group License >5." The Group License is available at <a href="https://www.digitalglobe.com/legal/information">https://www.digitalglobe.com/legal/information</a>.

"Internal Use License' means the terms and conditions that apply if Customer has licensed the Products pursuant to an "Internal Use License." The Internal Use License is available at <a href="https://www.digitalglobe.com/legal/information">https://www.digitalglobe.com/legal/information</a>.

"Order Confirmation" means that agreement or other document prepared by DigitalGlobe that sets forth the Products DigitalGlobe offers to license to Customer and the related terms and that is presented to Customer for acceptance. A quotation that includes an estimated fee is not a Order Confirmation.

"Product" means that product licensed by Customer, as set forth in the Customer Agreement.

"Product Terms and Conditions" means the Product Terms and Conditions pursuant to which DigitalGlobe provides the Product to Customer, available at <a href="https://www.digitalglobe.com/legal/information">https://www.digitalglobe.com/legal/information</a>.

"Publication" has the meaning set forth in Section 1 of these License Terms.

"Subscription Services License" means the terms and conditions that apply if Customer has licensed the Products pursuant to a "Subscription Services License." The Subscription Services License is available at <a href="https://www.digitalglobe.com/legal/information">https://www.digitalglobe.com/legal/information</a>.