

Imagery License & Use Agreement

Purpose: This agreement has been developed by the National Geospatial-Intelligence Agency (NGA) to obtain the agreement from our government partners to use the Alaska Mosaic produced and licensed by Maxar.

Licenses use:

The U.S. Government (USG) may share the mosaic with the following organizations, as temporary licensed users:

- Listed Alaska Mapping Executive Committee (AMEC) participating agencies are licensed to use the GeoTiff of the mosaic for internal use.
- Contractors on official task order of the listed AMEC participating agencies are licensed to use the mosaic to support completion of the task order for the duration of the task order over the AOI defined in the task order.
- Listed AMEC participating agencies are licensed to display a jpeg copy of the mosaic to the public via a web service (i.e., web mapping service) or through other digital or hard copy media.
- Public entities are licensed to download and use jpeg copies of the mosaic. The JPEG cannot have metadata or georeference information included. (Web mapping service is an approved public display medium.)

Restrictions (DO NOT):

- Publish mosaic in a non-jpeg format with metadata on a public facing website
- Transfer mosaic to commercial entities for commercial use.
- Release mosaic to third parties for non-US Government use.

Access & Sharing

- A USG employee or person authorized by the USG must authorize all temporary users, contractors, and volunteers.
- Control access to the GeoTiffs by implementing access controls (e.g. password protection).
- Sponsoring agencies must maintain oversight of mosaic distribution, end users, and downstream use.
- Take local action, if aware of any improper use.

Contract License Agreements

Below you'll find the two license agreements between NGA and Maxar as captured in the contract.

END USER LICENSE TERMS CUSTOM GROUP LICENSE

These Group License terms (the "License Terms") apply to your use of the Product, as identified in one or more Contract Line Item Numbers referencing these License Terms. These License Terms are entered into by DigitalGlobe, a Maxar company ("DigitalGlobe"), whose principal place of business is 1300 W.

120th Avenue, Westminster, Colorado 80234 USA, and Customer. These License Terms contain the general terms relating to Customer's access to and use of the Product. The applicable Customer Agreement sets forth the terms pursuant to which Customer purchased the Group License.

By signing a Customer Agreement that incorporates this Group License, you, on behalf of Customer and its Group Members, 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 14 of these License Terms.

1. GRANT OF LICENSE. Subject to Customer's compliance with these License Terms and the applicable Customer Agreement, including, without limitation, payment of all applicable fees, during the Term, DigitalGlobe grants to Customer a perpetual non-exclusive, non-transferable license to allow an unlimited number of its Authorized Users to:

- (a) store, access, evaluate, use and reproduce the Product solely for Internal Use;
- (b) process, modify, enhance, adapt, create, and distribute Derivatives of the Product for non-Commercial Purposes; and
- (c) display the Product or a Derivative thereof as set forth in the parties' Display and Media License.

2. GROUP MEMBER RIGHTS.

2.1 GENERALLY. Customer is purchasing a "Group License > 5" to allow for the Group Members listed in Attachment A to exercise the License Rights herein for Internal Use. Accordingly, Customer and its Group Members shall make reasonable best efforts to minimize the effects on DigitalGlobe's commercial sales of the Product. Customer shall further provide the name and address of each State of Alaska Group Member to DigitalGlobe.

3. [RESERVED]

4. LICENSE TERM. The Term of the Group License for each Product will begin as set forth in the Customer Agreement.

5. USE RESTRICTIONS. Customer recognizes and agrees that the Product is the property of DigitalGlobe and contains valuable assets and proprietary information of DigitalGlobe and its suppliers, as applicable. Accordingly, except as expressly permitted in Sections 1, and 2 of these License Terms or the Display and Media License, Customer will not, and will not permit any Group Member, or Authorized User to:

- (a) Distribute, sublicense, transfer, assign, rent, sell, lease, loan, make publicly available, publish or otherwise convey access to or use the Product or Derivatives for any Commercial purposes;

- (b) Remove, bypass or circumvent any electronic or other forms of protection included on or with the Product;
- (c) Alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product;
- (d) reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Product is based, except as permitted by law; or
- (e) use the Product to improve the accuracy of any other commercially-available satellite imagery, via algorithmic processing or any other method, with the intent to use or distribute that commercially-available satellite imagery as a product.

In addition, except as expressly permitted in Sections 1, 2, and 3 of these License Terms or the Display and Media License, Customer will not permit a Third Party to:

- (f) Distribute, sublicense, transfer, assign, rent, sell, lease, loan, make publicly available, publish or otherwise convey access to or use the Product or Derivatives for any Commercial purposes;
- (g) Store, post or process the Product or Derivatives other than in a system that is made not accessible by the public through the use of sufficient information assurance measures;
- (h) Remove, bypass or circumvent any electronic or other forms of protection included on or with the Product;
- (i) Alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product;
- (j) reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Product is based, except as permitted by law; or
- (k) use the Product to improve the accuracy of any other commercially-available satellite imagery, via algorithmic processing or any other method, with the intent to use or distribute that commercially-available satellite imagery as a product.

6. OWNERSHIP. All right, title and interest in and to the Product and all corrections, enhancements, or other modifications to the Product made by DigitalGlobe or any Third Party at DigitalGlobe's direction, and all Intellectual Property Rights therein are the sole and exclusive property of DigitalGlobe or its suppliers, as applicable. All right, title and interest, including all Intellectual Property Rights, in and to enhancements or modifications made by Customer or a Group Member in the creation of a Derivative and any new material contributed by Customer or a Group Member in the creation of a Derivative, but specifically excluding materials owned by DigitalGlobe or its suppliers

(including, without limitation, Products integrated, referenced, recast, transformed or adapted in the Derivative) are the exclusive property of Customer or the Group Member, as applicable. However, notwithstanding the ownership rights of Customer or a Group Member in the enhancements, modifications and contributed materials, use of a Derivative by Customer or a Group Member is subject to the license and use restrictions set forth in Sections 1, 2, 3 and 5 of these License Terms. All rights not expressly granted to Customer in these License Terms are reserved by DigitalGlobe.

7. **ATTRIBUTION.** Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed on or in the Product and will ensure that all notices are reproduced on all copies. All Derivatives must include the following copyright notice or attribution on or adjacent to the Derivative:

(a) Maxar Products. [Product] © [YEAR] Maxar Technologies Inc..

8. **COMPLIANCE WITH LICENSE TERMS.**

8.1 **CERTIFICATION.** Upon DigitalGlobe's written request, and not more than once per calendar year, Customer will certify its compliance with the licenses granted under these License Terms. If Customer is unable to provide this certification, Customer will work in good faith with DigitalGlobe to convey the proper license type. Remedy for breach of this provision shall be subject to Section 12 of these License Terms and the Customer Agreement.

9. [RESERVED]

10. **LIMITED WARRANTY AND DISCLAIMER.**

10.1 **LIMITED WARRANTY.** DigitalGlobe warrants to Customer only that the Product, as delivered by DigitalGlobe, will (a) be of the area of interest set forth in the applicable Customer Agreement; and (b) comply in all material respects with the applicable Product Specification. Remedy for DigitalGlobe's breach of this warranty shall be subject to the Customer Agreement.

10.2 **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 10.1, THE PRODUCT 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 DIGITALGLOBE NOR ITS SUPPLIERS WARRANT THAT THE PRODUCT WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PRODUCT WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.

11. **LIMITATION OF LIABILITY.** IN NO EVENT WILL DIGITALGLOBE, 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. IN NO EVENT WILL THE TOTAL LIABILITY OF DIGITALGLOBE, ITS AFFILIATES AND ITS SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT(S) EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. 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. TERMINATION.

12.1 BY DIGITALGLOBE. DigitalGlobe may terminate these License Terms and associated license rights for breach, pursuant to the process set forth in the Customer Agreement, and shall continue performance until any dispute is resolved in accordance with applicable federal law.

12.2 BY CUSTOMER. Customer may terminate these License Terms and associated license rights as set forth in the Customer Agreement.

12.3 EFFECT OF TERMINATION. Upon termination pursuant to section 12.1 of these License Terms, all rights to use the Product granted to Customer under these License Terms will immediately cease, and Customer and its Group Members will (and will cause all Authorized Users to) (a) stop all use of the Product and Derivatives and (b) employ reasonable efforts to permanently delete the Product from all devices and systems and destroy any copies on disk. Notwithstanding the foregoing, the Customer and its Group Members will not be obligated to delete the Product and Derivatives to the extent that the maintenance of an individual version is required by law or regulation or the Customer or its Group Members' internal compliance policies or procedures. Within ten (10) days following such termination, Customer will certify to DigitalGlobe in writing that all copies of the Product and Derivatives 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.

12.4 SURVIVAL. The duties and obligations of the parties under Sections 5 (Use Restrictions), 6 (Ownership), 7 (Attribution), 8 (Compliance), 9 (Indemnity), 11 (Limitation of Liability), 12.3 (Effect of Termination), 12.4 (Survival), and 13 (General Terms) of these License Terms will survive expiration or termination of these License Terms.

13. GENERAL TERMS.

13.1 ENTIRE AGREEMENT. These License Terms, together with the Customer Agreement and the Display and Media License, constitute the entire agreement between the parties with respect to use of

the Product and supersede all previous and contemporaneous agreements, understandings and arrangements, whether oral or written.

13.2 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 DigitalGlobe. 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.

13.3 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.

13.4 WAIVER. The failure or delay by a party to require performance of any provision of these License Terms 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.

13.5 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.

13.6 COMPLIANCE WITH LAWS. Customer is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business, use of the Product and these License Terms, and agrees to comply with all these laws, regulations and other legal requirements.

13.7 [RESERVED]

13.8 INTERNATIONAL TRADE COMPLIANCE. The Product is subject to the customs and export control laws and regulations of the United States, Canada, and any country in which the Product is manufactured, received or used, including, without limitation, the Export Administration Regulations and the International Traffic in Arms Regulations.

13.9 [RESERVED]

13.10 GOVERNING LAW AND DISPUTE RESOLUTION. All matters arising out of or relating to these License Terms will be governed by United States federal law and any applicable dispute resolution provision in the Customer Agreement.

13.11 NOTICES. All notices by one party to another shall be conveyed in accordance with the Customer Agreement.

13.12 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 these License Terms in any other language are for accommodation only and will not be binding on the parties.

13.13 ORDER OF PRECEDENCE. These License Terms and the Display and Media License are part of a contract between DigitalGlobe and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument. The contract between the U.S. Government and DigitalGlobe constitutes the Customer Agreement for purposes of interpreting these License Terms and the Display and Media License. In the event of a dispute between or among those documents, the following order of precedence applies: 1) Sections 1, 2 and 12.3 of these License Terms; 2) the Customer Agreement, including all acquisition regulation clauses incorporated therein or by reference; 3) the remaining Sections of these License Terms; and 4) the Display and Media License.

14. 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 or a Group Member to use the Product on behalf of Customer and/or Group Member.

“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 or a Group Member, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Customer or Group Member.

“Customer Agreement” means the government contract (HM047619C0068) and the CLIN issued between Customer and DigitalGlobe.

“Customer” means that individual, legal entity or government agency that has purchased a license to use the applicable Product.

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

“Group Member” means the U.S. Government and the State of Alaska agencies listed on Attachment A hereto.

“Intellectual Property Rights” means all past, present, and future trade secret rights, patent rights, copyrights, 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 the permitted use of the Product or Derivatives solely for Customer and Group Members’ agency purposes—as set forth in these License Terms and the Display and Media License—and not for any Commercial Purpose.

“License Terms” has the meaning set forth in the Preamble.

“Order Confirmation” means the CLIN issued for the Product(s) DigitalGlobe offers to license to Customer.

“Product Specification” means, with respect to each Product, the description and specification published by DigitalGlobe.

“Product Terms and Conditions” means the Product Terms and Conditions pursuant to which DigitalGlobe provides the Product to Customer.

“Product(s)” means the Dynamic Mosaic products licensed by Customer, as described in the Order Confirmation(s), Customer Agreement and Product Specification.

“Term” means that period of time that Customer is entitled to use the Product as set forth in the Customer Agreement.

“Third Party” means any individual, legal entity, corporation, limited liability company, partnership, other organization or government agency that is not a party to this Agreement or a Group Member, and is not an Affiliate of DigitalGlobe.

-- END OF GROUP LICENSE --

ATTACHMENT A

For purposes of these License Terms, “Group Member” means the U.S. Government (including all branches, departments, agencies and offices) and all State of Alaska Departments and Agencies, including any sub-agencies or components thereof.

END USER LICENSE TERMS DISPLAY AND MEDIA LICENSE

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., a Maxar company (“DigitalGlobe”). These License Terms are entered into by DigitalGlobe, whose principal place of business is 1300 W. 120th Avenue, Westminster, Colorado 80234 USA, and Customer. These License Terms are in addition to and supplement the Group License that applies to the Product.

By signing a Customer Agreement, 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 Group License, 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 other format, subject to the publication restrictions set forth in Section 2(b)(iii) below.

(iii) Metadata – Can only publish collection date/time, vehicle, and band combination.

(iv) Image Security – Downloadable only in an Imagery Format that adheres to the resolution and metadata publication restrictions set forth in this Section.

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: “[Product] © [YEAR] Maxar Technologies 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 Group License, 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 Group License. All of the general provisions set forth in the Group License will apply to these License Terms as if included in these License Terms.

4. DEFINITIONS.

“Customer” means that individual, legal entity or government agency that has purchased a license to use the applicable Product.

“Customer Agreement” means the government contract between Customer and DigitalGlobe.

“Derivative” means a derivative work of the Product that Customer is permitted to develop pursuant to the Group License that governs Customer’s use of the Product.

“Group License” means the terms and conditions that are set forth in the NGA Custom Group License.

“Order Confirmation” means the CLIN issued for the Product(s) DigitalGlobe offers to license to Customer.

“Product” means the Dynamic Mosaic products 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.

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