



END USER LICENSE TERMS GROUP PROJECT LICENSE

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By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product licensed under a Group Project 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 3 below.

- 1. SUBLICENSE RIGHTS.** In addition to the sublicense rights granted to Customer in Section 2 of the Group License or Subscription Services License, as applicable, DigitalGlobe grants to Customer the following rights:

Customer may sublicense to its Project Group Members the same rights granted to Customer in Section 1 of the Group License or Subscription Services License, as applicable; however, each Project Group Member and its Authorized Users may exercise the rights granted in Section 1 of the Group License or Subscription Services License, as applicable, only for its own Internal Use in connection with the applicable Group Project.

Notwithstanding anything to the contrary in the Group License, if Customer licenses the Products under a "Group License 1 to 5," Customer and up to four other Group Members and/or Project Group Members may use the Products; if Customer licenses the Products under a "Group License >5," Customer and an unlimited number of Group Members and Project Group Members may use the Products.

Notwithstanding anything to the contrary in the Subscription Services License, if Customer licenses the Products under (a) the Subscription Model, Customer must purchase a Seat for each Authorized User of Customer, each Group Member and each Project Group Member that will access and use the Products and/or Downloaded Images; and (b) the Transactional Model, Customer must purchase sufficient Transactions to cover access and use of the Product and Downloaded Images by the Authorized Users of Customer, each Group Member and each Project Group Member.

Customer is responsible for documenting each Project Group Member to which it sublicenses the Products, and upon the request of DigitalGlobe, Customer must provide a description of the Group Project and the name and address of each Project Group Member to DigitalGlobe. Further, Customer is responsible for entering into a sublicense agreement with each Project Group Member that includes terms and conditions that are the same as these License Terms and the Group License or Subscription Services License, as applicable. Customer will ensure that each Project Group Member complies with these License Terms and the Group License or Subscription Services License, as applicable, and will be liable for all acts and omissions of its Project Group Members relating to the Products or any violation of these License Terms or the Group License or Subscription Services License, as applicable; a breach of these License Terms or the Group License or Subscription Services License, as applicable, by a Project Group Member or its Authorized Users is deemed to be a breach by Customer. Customer is not permitted to switch Project Group Members during the Term; if Customer wants to sublicense the Products to more Group Members or Project Group Members than permitted under the license it purchased, Customer must purchase an upgrade to its Group License or Subscription Services License that covers all of the Group Members and Project Group Members that are using the Products.

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

- 3. DEFINITIONS.**

"Affiliate" means any legal entity controlling, controlled by or under common control with Customer, 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 to use the Products.

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

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

“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 Products 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 Products from an Certified Reseller, that agreement between the Certified Reseller and Customer.

“Downloaded Images” has the meaning set forth in Section 1.3 of the Subscription Services License.

“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 <https://www.digitalglobe.com/legal/information>.

“Group Member” means (a) a single Affiliate of Customer; or (b) a single government agency that is part of the same government level as Customer, to which Customer sublicenses the Products.

“Group Project” means a project undertaken by Customer and one or more Group Members and/or Project Group Members.

“Internal Use” means utilization of Products and permitted Derivatives solely for the internal business purposes of Customer or Group Member, as applicable, (subject to those restrictions set forth in Section 5 of these License Terms) and not for any Commercial Purpose.

“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 an 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 <https://www.digitalglobe.com/legal/information>.

“Project Group Member” means a single entity or agency that is unrelated to Customer but that is working together with Customer on a Group Project, to which Customer sublicenses the Products.

“Seats” means the number of Authorized User accounts for the Product that can access and use the Product, as specified in the applicable Customer Agreement. Only one Authorized User can use a Seat at a time; multiple Authorized Users are not allowed to use the same Seat.

“Subscription Model” means that licensing model described in Section 1.1 of the Subscription Services License.

“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 <https://www.digitalglobe.com/legal/information>.

“Term” means that period of time that Customer is entitled to use the Product, including the Downloaded Images, as set forth in the Group License or Subscription Services License, as applicable.

“Transaction” means a transaction to access one 1024 pixel x 1024 pixel WMS (web map services) image through DigitalGlobe’s Basemap service.

“Transactional Model” means that licensing model described in Section 1.2 of the Subscription Services License.