

SUBSCRIPTION SERVICES LICENSE

END USER LICENSE TERMS

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These license terms are entered into by European Space Imaging, whose place of business is Arnulfstr. 199, 80634 Munich, Germany. The terms contain the general terms relating to customer's access and use of subscription products.

You can license European Space Imaging products pursuant to a SUBSCRIPTION SERVICES LICENSE if:

- You as an individual want to subscribe to one of our online services for internal purposes only
- You represent a legal entity that wants to subscribe to one of our online services and may want to share the imagery with its affiliated entities for internal purposes only
- You represent a government agency that wants to subscribe to one of our online services and may want to share the imagery with other agencies in the same government for internal purposes only

1. Subscription Model: Under the subscription model, a service including the imagery and its derivatives is made available to customer during a specific term on a per seat basis. Only one authorized user can use a seat at a time; multiple authorized users are not allowed to use the same seat and only one individual can be associated with a particular authorized user account. However, customer can swap out, delete or suspend an authorized user and assign a new authorized user to the open seat. Customer is responsible for documenting each authorized user to which it provides a seat, and upon the request of European Space Imaging, customer must provide information about how each seat is being used to European Space Imaging. If customer wishes to add additional seats an additional agreement between customer and European Space Imaging has to be defined.



2. Download Imagery: You can download imagery to use offline.

3. Sharing: You can share the imagery with an unlimited number of your affiliates or related agencies.

4. Term: You can access the service under this license for a one year period. Images downloaded can be used permanently.

5. You and your authorized users are free to use the online service (and any permitted downloaded images) to:

- develop derivatives of the products on the service by:
 - formatting, editing, digitizing and/or combining with other data (“Imagery Derivatives”)
 - extract geographic features, human-made features, persons or animals and related data via identification, measurement, and/or analysis (“Feature Derivatives”)
- modify, enhance and adapt the products and derivatives using the functionality of the service or adding own proprietary functionality
- display an extract of a permitted downloaded image or a derivative on a website in a non-extractable and non-downloadable format:
 - a) on one domain name;
 - b) 2048 x 2048 pixels;
 - c) at a resolution no better than resolution of imagery in the Product;
 - d) .png, .gif, .jpg, .jpeg, .jpe, .jfif, .bmp, .pdf; or any format without geo-referencing information (TIFF, NITF, GeoPDF, JP2 and JPEG2000 are not permitted);
 - e) only collection date/time, vehicle, and band combination metadata can be published with the extract; and properly attribute the imagery: Satellite Imagery © 2019 European Space Imaging



6. Products, Downloaded Images and Imagery Derivatives for internal use only:

You may only use the products, downloaded images and imagery derivatives for your internal purposes and the internal purposes of your affiliates or related agencies. You may not use the products or Imagery Derivatives for commercial purposes.

7. Feature Derivatives for all uses:

You will own all Feature Derivatives (excluding orthorectification and certain elevation/bathymetry models) you create and can use them for any and all purposes.

8. Additional uses:

Additional special usage of data and data derivatives on request.

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 or a group member to use the products.

“Customer” means that individual, legal entity or government agency that has purchased a license to use the applicable product from European Space Imaging.

“Feature Derivative” means a derivative of an imagery product that does not contain any imagery data from the imagery product and is irreversible and uncoupled from the imagery data in the imagery product, specifically excluding orthorectification; PAN, MS and PAN-sharpened imagery; and DEM, DSM, DTM, TIN and point cloud elevation models (including, without limitation, 3D and building models, bathymetry and sea floor mapping).



“Imagery Derivative” means a derivative that contains imagery data from an imagery product that has been modified using technical processing or to which other data is added. Imagery derivatives include, without limitation, orthorectification; PAN, MS and PAN-sharpened imagery; and DEM, DSM, DTM, TIN and point cloud elevation models (including, without limitation, 3D and building models, bathymetry and sea floor mapping).

“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.



European Space Imaging (GmbH)

License Agreement for Ikonos Products

This End User License Agreement is the basis upon which European Space Imaging (“EUSI”) makes available to the “Customer” the space-based, remote sensed earth image data product (the “Product”).

Customer accepts and agrees to the terms of this Agreement by doing any one of the following: (a) accepting, in whole or in part, a quotation describing the Product by any means (including the use of Customer’s purchase order, whether or not that purchase order contains inconsistent terms and conditions); (b) breaking the seal on the package containing the Product; (c) installing or manipulating the Product on any computer hardware; (d) making any commercial use of the Product or any material derived from the Product; (e) damaging or destroying the Product; (e) retaining the Product for more than 15 days following receipt thereof.

Customer agrees to acquire the Product, as licensee, upon the terms and conditions of this Agreement, which shall govern all licenses of Product between EUSI and Customer.

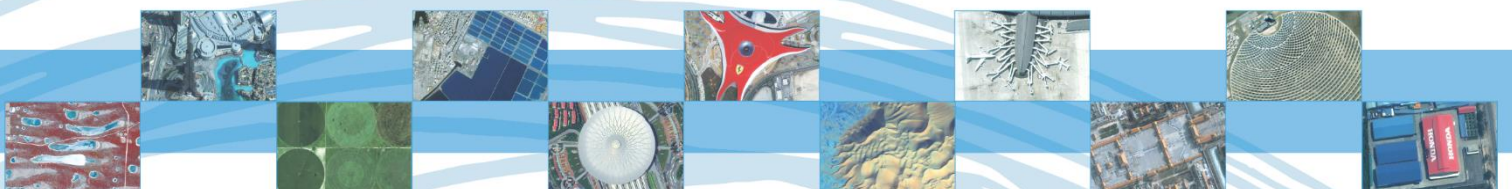
1. GRANT OF LICENSE, PERMITTED USE. The Customer’s “Permitted Use” is defined as the following:

Internal use of Product, within a legal company.

EUSI retains all ownership rights in the Product, and Customer does not receive any such rights. EUSI grants Customer a non-transferable, non-exclusive, pre-paid (subject to payment of the purchase price for the Product) license to use the Products as specified below or in any quotation provided to Customer (“the Permitted Use”), and for no other use. Under this license, Customer may do the following:

- a. Reformat the Product into different formats or media from those in which it is delivered.
- b. Make one copy of the Product for Customer’s internal archival or backup purposes.
- c. Distribute the Product, on an isolated, non-commercial basis, in a non-manipulateable (e.g. bit-map) format, or as part of a hard copy research report or publication.
- d. Make the Product available to its consultants, agents and subcontractors for purposes otherwise consistent with the Permitted Use and subject to the restrictions herein, and without the right to transfer, modify, copy or sublicense.
- e. Modify the imagery Product, through manipulation techniques and/or the addition of other data, and make copies of the resulting bundled image product, for Customer’s internal use only.
- f. Distribute derivative works. Derived data is data extracted from imagery to produce vector information (e.g., street centerlines) and/or classification, and is irreversible and uncoupled from the source imagery. Extracted data is the property of the Customer.
- g. Post a derived product (irreversible processing performed) or degraded (with quality setting of no greater than 50% (level 5)) original product in a JPEG format, on an Internet site with the following credit conspicuously displayed, “Includes material © European Space Imaging[®]”. Such posting may in no event be used to market, sell, resell, or otherwise distribute the product(s). Notification of posting must be provided to EUSI Web Master: info@EUSpaceimaging.com.

2. LIMITS ON LICENSE, PROHIBITED ACTIVITIES. Customer recognizes and agrees that the Product is property of EUSI, contains valuable assets and proprietary information of EUSI and is provided to Customer, and to any



person or entity to whom Customer is entitled by the terms of this Agreement to transfer any Product to, on a confidential basis. Neither the Customer, nor any person, or entity to whom Customer is entitled by the terms of this Agreement to transfer any Product to, shall do any of the following without EUSI's written permission:

- a. Copy or reproduce (even if merged with other materials), other than as consistent with the Permitted Use.
- b. Sell, license, transfer, disclose, the Products or use them in any manner not expressly authorized by this Agreement.
- c. Alter or remove any copyright notice or proprietary legend contained in or on the Products. Customer agrees that any embodiment of the Products permitted under this Agreement will contain a notice similar to the following: "Includes material © 2019, European Space Imaging[®], all rights reserved."

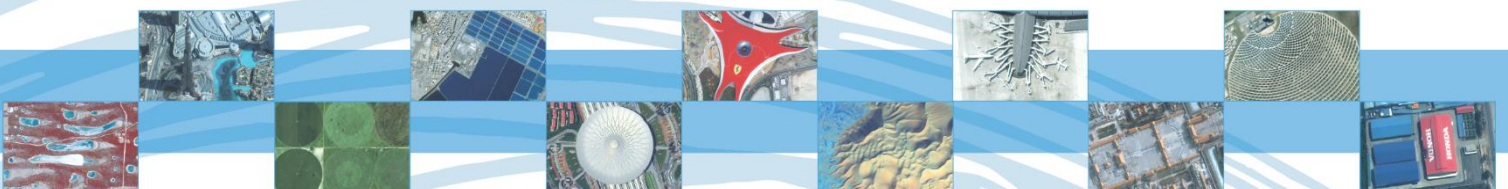
*EUSI owns all copyrights in the Product. All rights not expressly granted herein are reserved by EUSI.

3. **EXCEEDING APPLICATION.** Customer will, from time to time and as requested by EUSI, provide assurances to EUSI that it is using the Product consistent with the Permitted Use, and Customer grants EUSI access, at reasonable times and in reasonable manner, to the Product in Customer's hands, and to Customer's books, records and facilities to permit EUSI to verify appropriate use of the Product. EUSI's non-exercise of this right, or its failure to discover or object to any inappropriate use, shall not constitute its consent thereto or waiver of its rights. In the event Customer's use of the Product exceeds the Permitted Use, or if Customer otherwise violates the terms of this License, EUSI may, since remedies at law may be inadequate, in addition to its other remedies: (a) demand return of the Product; (b) forbid and enjoin Customer's further use of the Product; (c) assess Customer the cost of EUSI's inspection and enforcement efforts (including attorney fees); and/or (d) assess Customer a use fee appropriate to Customer's actual use of the Product.

4. **LIMITED WARRANTY AND LIABILITY.** EUSI warrants (a) that it has sufficient rights in the Product to make the Product available to Customer under the terms hereof, free from the adverse claims of third parties; and (b) that the Product will, for thirty (30) days from the date of shipment, substantially conform to EUSI's specifications when used on appropriate computer hardware. The Products are complex and may contain some non-conformities, defects or errors. EUSI does not warrant that the Products will meet Customer's needs or expectations, that operations of the Products will be error free or uninterrupted, or that all non-conformities can or will be corrected. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY GIVEN IN CONNECTION WITH THE SALE OR USE OF THIS PRODUCT. EUSI DISCLAIMS ALL OTHER WARRANTIES NOT EXPRESSLY GIVEN IN THIS SECTION 4.

Customer must notify EUSI within the 30-day warranty period of any warranty claim. EUSI's SOLE OBLIGATION and Customer's SOLE REMEDY under this Limited Warranty is that EUSI either, in its discretion, shall: (a) use reasonable efforts to repair or replace the Product or to provide an avoidance procedure within a commercially reasonable time so that the Product substantially conforms to the specifications contained in EUSI's documentation, or (b) refund the amount of the initial fee previously paid by Customer for the non-conforming Product.

This Limited Warranty is void if any non-conformity has resulted from accident, abuse, misuse, misapplication, or modification by someone other than EUSI. The Limited Warranty is for Customer's benefit only, and is non-transferable. EUSI is not liable for any incidental or consequential damages associated with Customer's possession and/or use of the Product. This warranty is not applicable to the extent that any provision of this warranty is



prohibited by any federal, state or local law that cannot be preempted. This warranty gives Customer specific legal rights, and Customer may also have other rights which vary from state to state.

5. **MISCELLANEOUS.** This is the exclusive and entire Agreement between EUSI and Customer regarding its subject matter, merging all prior or contemporaneous instruments or agreements and discussions between the parties. Customer may not assign any part of the Agreement without EUSI's prior written consent. This Agreement shall be governed by the internal laws of Germany. Customer shall pay all taxes arising out of or related to the Customer's purchase or other acquisition of the product hereunder. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect.

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