NEXTVIEW IMAGERY END USER LICENSE AGREEMENT

1. Introduction. This End User License Agreement ("EULA") is between DigitalGlobe, Inc., a Delaware Corporation ("DigitalGlobe" or "Seller") and National Geospatial- Intelligence Agency ("NGA"), the purchaser of this EULA, which governs the use of the data products or documentation ("Products") accompanying this EULA in accordance with Contract NMA 301-03-3-0001 (the "Contract").
2. Applicability. This license applies to imagery and products licensed under the Contract, including data downlinked to domestic and foreign ground stations.
3. License Granted and Permitted Uses.

a. General Terms

1. This clause applies to all unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data licensed under this Contract. No other clauses related to intellectual property or data rights of any sort shall have any effect related to the unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data delivered under this Contract.
2. All license rights for use of the unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data provided to the U.S. Government purchased under this NGA contract are in perpetuity.
3. Licensed users may generate an unlimited number of hardcopies and softcopies of the unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data for their use.
    o Licensed users may generate any derived product from the licensed unprocessed sensor data; and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data.
    o Unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data licensed under this NGA contract have no restrictions on use and distribution, but shall contain the copyright markings.

b. Licensed Users

1. The imagery may be used by the U.S. Government (including, all branches, departments, agencies, and offices).
2. The U.S. Government may provide the imagery to the following organizations:
   State Governments
   Local Governments
   Foreign Governments and inter-governmental organizations
   NGO's and other non-profit organizations
3. In consideration for the flexibility afforded to the U.S. Government by allowing unprocessed sensor data and requirements-compliant processed imagery, imagery services, imagery-derived products and imagery support data to be shared, the United States Government shall use its reasonable best efforts to minimize the effects on commercial sales. Acquisition and

dissemination of imagery and imagery products collected within the United States shall be restricted in accordance with law and regulation.

DigitalGlobe, Inc.
NextView EULA_5749 Rev 1.0
08/10/05

Frequently Asked Questions – Licensing

What is a data license?
A data license is the agreement between the owner of the data and the purchaser of the data license that determines who can use the imagery and how it may be used.

How do I determine my licensing requirements?
The emphasis is on your intended distribution. The licensing of the data must include all organizations that require access to the data. Each data license in the NGA contracts defines a specific, distinct user group.

How can I share information without purchasing the broader data licenses?
You may create extracted products that do not contain image pixel data (e.g. line drawing, digital elevation model, thematic map).

Why can't I do what I want with the products I produce?
When copyrighted and/or data licensed source data is included in an image product, the product retains the copyright and/or data license of the source image.

Do the restrictions for softcopy products apply to hardcopy products?
Yes.

Do I need to track copyright and data license information for source data and/or products that I generate?
NGA recommends that customers maintain some sort of record to protect the liability of the customer and ensure personnel are adhering to copyright and data license restrictions. It is particularly important for the customer to maintain records of derived products that they generate.

If I just allow someone outside the authorized user group to see an image, does this violate the data license? I'm not giving it to them; I'm only displaying it.
No, you are not violating the data license if you only disclose or display an image to an unauthorized person. If an "unauthorized" person sees an image hanging on your wall that has no direct bearing on their presence

there, this would not be a violation. A violation DOES occur when an image is released to an unauthorized user. To release an image means to allow the recipient to retain a copy of the product.

How do I properly mark the image with copyright information?
Most commercial imagery is copyrighted. Customers must convey the license terms and conditions with derivative works they generate and distribute. License and copyright information must be specified with each image scene used. Copyright notice should include the year of publication (source date) and the name of the copyright owner. License information should be included with discretion.
Marking example:
@20xx Maxar