RAPIDEYE PRODUCT
END-USER LICENSE AGREEMENT

This End-User License Agreement ("EULA") between End-User and BlackBridge, LLC ("BlackBridge") is the basis upon which BlackBridge provides RapidEye Products to licensees. The following terms and conditions represent a legally binding contract between End-User and BlackBridge for use of RapidEye Products.

1. DEFINITIONS

"Derivative Product" means any product or information derived and developed by End-User from the RapidEye Product that does not contain any source image data from the RapidEye Product (including a reasonable facsimile thereof) and is irreversibly modified and uncoupled from the RapidEye Product.

"End-User" means any ONE (1) of the following that accepts the terms of this EULA and is supplied with a RapidEye Product:

- one individual;
- one company or corporation, not including subsidiaries, affiliates, or representative offices;
- one office or department of a civilian national agency/ministry at the cabinet level;
- one civilian national agency/ministry below the cabinet level;
- one office or department of a branch of a national military;
- one office or department of a national defense agency, national intelligence agency, or unified command;
- one federated state or provincial agency/ministry, county, or local government;
- one nongovernmental organisation or nonprofit organisation within a single country;
- one educational organisation within a country;
- one office or department within an international organisation, institution, or agency, including the United Nations or European Union; or
- any one entity or equivalent to any of the entities listed above.

"Purchaser" means any legal entity or government agency that enters or intends to enter into a binding agreement with BlackBridge to obtain RapidEye Products provided under the terms of this EULA.

"RapidEye Product" means any imagery, data, product, value-added product, service, or work licensed by BlackBridge, including, without limitation, information products, and digital data sets.

"Value-Added Product" or “VAP” means any product generated by End-User that contains source image data from the RapidEye Product (including a reasonable facsimile thereof) and by modifying the RapidEye Product through higher processing, technical manipulations, and/or the integration of additional data.

2. ACCEPTANCE OF LICENSING TERMS

End-User accepts and agrees to be bound by the terms of this EULA by doing any of the following: (a) accepting, wholly or partially, a quotation for the supply of the RapidEye Product; (b) agreeing in writing to the terms of this EULA; (c) opening the package containing the RapidEye Product; (d) downloading, installing, and/or using the RapidEye Product on a computer or other electronic device; (e) developing, using, or making available any Derivative Products; (f) damaging or destroying the RapidEye Product; or (g) retaining the RapidEye Product for more than five (5) days following receipt thereof. A license granted hereunder is nontransferable, unless otherwise approved in writing by BlackBridge, and BlackBridge reserves all rights not expressly granted by this EULA and/or other signed writing between End-User and BlackBridge.

3. SCOPE

Under the terms of this EULA, the license type (“License Type”) identified at the time of purchase of the RapidEye Product determines the number or group of End-Users granted a license to engage in permitted use. There are four (4) standard License Types available for purchase.

<table>
<thead>
<tr>
<th>License Type</th>
<th>Number of End-Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-User</td>
<td>1</td>
</tr>
<tr>
<td>Multi-User</td>
<td>5</td>
</tr>
<tr>
<td>Enterprise</td>
<td>10</td>
</tr>
</tbody>
</table>
RapidEye Product End-User License Agreement

Expanded 11+

Unless a Single-User License Type is purchased for and the terms of this EULA are accepted by an alternate licensee identified to BlackBridge at the time of purchase, the Purchaser is deemed the End-User. Rights granted under the other License Types may be passed to multiple End-Users in accordance with the definitions above up to the maximum number permissible provided all licensees (a) have been identified at the time of purchase; and (b) agree to be bound by this EULA.

Additionally, several government License Types are available for purchase as described below. Each government License Type designates a group of government agencies/ministries within a single country ("Group") as a single End-User. The following government License Types only permit nonprofit/noncommercial use by the End-User.

<table>
<thead>
<tr>
<th>License Type</th>
<th>Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL-CIV</td>
<td>All civilian government agencies/ministries at the federal/national, state/provincial, county, local, and municipal levels.</td>
</tr>
<tr>
<td>ALL-GOV</td>
<td>All civilian and military government agencies/ministries at the federal/national, state/provincial, county, local, and municipal levels. For the United States, includes all Title 50 organizations as defined in 50 USC 401a.</td>
</tr>
<tr>
<td>FED-CIV</td>
<td>All federal civilian government agencies/ministries.</td>
</tr>
<tr>
<td>MOD/Title50</td>
<td>All defense agencies/ministries. For the United States, includes all Title 50 organizations as defined in 50 USC 401a.</td>
</tr>
<tr>
<td>STATE-CIV</td>
<td>All state/provincial, county, municipal, and local government agencies/ministries of a single federated state /province.</td>
</tr>
</tbody>
</table>

End-User may grant a temporary sublicense to an independent contractor or consultant, provided (a) the contractor/consultant agrees to be bound by this EULA; (b) sublicensee uses the RapidEye Product solely for purposes consistent with permitted use and immediately deletes the RapidEye Product and all copies upon completion of the assigned tasks; and (c) End-User assumes responsibility for noncompliance by the sublicensee whose breach of this EULA will be considered a breach by End-User.

4. GRANTED LICENSE AND PERMITTED USES

In consideration of the mutual covenants herein and for other good and valuable consideration, and conditioned upon End-User’s acceptance of and compliance with all terms of this EULA, BlackBridge grants End-User a limited, nonexclusive, nontransferable license to:

- make unlimited copies of the RapidEye Product for internal use only;
- use, alter, and/or modify the RapidEye Product to create VAPs for internal use;
- redistribute reduced resolution data sets with a ground sampling distance degraded to 30 meters or more and with the proper copyright conspicuously displayed: "Includes material © (Year) BlackBridge, LLC. All rights reserved.";
- use RapidEye Product or VAP available to consultants and contractors for customization with no right to sublicense or otherwise transfer to a third party;
- display RapidEye Products or VAPs on an internet site at full resolution for noncommercial purposes in a nondownloadable, noninteractive fashion that does not allow a third party to access the RapidEye Product or VAP as a standalone file and with the proper copyright conspicuously displayed: “Includes material © (Year) BlackBridge, LLC. All rights reserved.”; and
- publish RapidEye Products or VAPs in a nondigital format for noncommercial purposes in research reports or similar publications with the proper copyright conspicuously displayed: “Includes material © (Year) BlackBridge, LLC. All rights reserved.”.

Unless otherwise agreed in writing between End-User and BlackBridge, End-User SHALL NOT:
sublicense, sell, rent, lease, or otherwise transfer or assign RapidEye Products to a third party, except as expressly provided in this EULA;

- copy or otherwise reproduce RapidEye Products except as provided in this EULA;
- use the RapidEye Product or a VAP for any purpose not expressly permitted under this EULA; or
- alter or remove any copyright notice or proprietary legend contained in or on the RapidEye Product.

5. LICENSE UPGRADE

End-User is free to redistribute Derivative Products without restriction. To redistribute RapidEye Products or VAPs for commercial purposes or any other purpose not permitted by this EULA, End-User must request additional licensing from BlackBridge. BlackBridge may grant licensing allowing additional use upon the conclusion of a license upgrade (“License Upgrade”) for which the appropriate license fees will have been paid. The relevant License Upgrade will be attached as an amendment to this EULA. The inclusion of RapidEye Products or imagery and data contained in RapidEye Products in any product for resale or distribution is considered value-added work and is NOT allowed under this EULA without purchasing the necessary License Upgrade.

6. INTELLECTUAL PROPERTY

RapidEye Products and data contained therein are owned by BlackBridge or its licensor and protected by the laws of the Commonwealth of Virginia, the United States, and applicable international laws, treaties and conventions regarding intellectual property or proprietary rights. BlackBridge or its licensor retains all rights, title, and ownership interest not granted herein in and to all copies of RapidEye Products licensed under this EULA. From the date of acceptance of this EULA by one of the means listed above, End-User shall employ all reasonable efforts to protect RapidEye Products, or any part thereof, from unauthorized use, distribution, disclosure, or publication. BlackBridge or its licensor retains all rights over its trademarks.

7. PROPRIETARY INFORMATION

RapidEye Products contain information proprietary to BlackBridge or its licensor. End-User shall not alter or remove any copyright notice or proprietary statement contained in or on RapidEye Products, unless otherwise agreed by BlackBridge. Furthermore, End-User shall impose this same obligation on any contractor or consultant it engages.

8. LIMITED WARRANTY

BlackBridge warrants it has sufficient rights in RapidEye Products to make these available to End-User under the terms of this EULA.

BlackBridge makes no warranties as to the suitability of RapidEye Products or their fitness for End-User's requirements or intended purposes. BlackBridge makes no warranties that RapidEye Products are free of errors, defects, or omissions, or that the operation and use of RapidEye Products will be error-free, or that all nonconformities can or will be corrected.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, BLACKBRIDGE DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. BLACKBRIDGE DOES NOT WARRANT THAT RAPIDEYE PRODUCTS WILL MEET END-USER'S NEEDS OR EXPECTATIONS, OR THAT OPERATIONS OF RAPIDEYE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED.

In case a RapidEye Product supplied is defective as demonstrated by End-User and acknowledged by BlackBridge, a BlackBridge representative will replace the RapidEye Product. Any such claim for remedy should be sent in writing by End-User to the appropriate BlackBridge representative within fourteen (14) calendar days of delivery of the RapidEye Product to End-User.

9. LIMITATION OF LIABILITY

SUBJECT TO THE EXTENT APPLICABLE LAW Requires LIABILITY, BLACKBRIDGE WILL NOT BE LIABLE TO END-USERS FOR COSTS OF SUBSTITUTE

BlackBridgeTM
GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS OR OTHER BUSINESS COMMITMENTS; LOST GOODWILL; OR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS EULA OR THE USE OF THE DATA AND/OR RAPIDEYE PRODUCTS.

BLACKBRIDGE DISCLAIMS ANY LIABILITY NOT EXPRESSLY PROVIDED FOR ABOVE.

10. INDEMNIFICATION

End-User shall indemnify BlackBridge against all loss, damages, claims, expenses, or attorney’s fees sustained by or asserted against BlackBridge arising from or connected with End-User’s breach of any provision of this EULA.

11. TERM AND TERMINATION

This EULA runs for an unlimited term. Upon request by BlackBridge, End-User shall provide reasonable assurances to BlackBridge that use of RapidEye Products is consistent with the permitted uses under the EULA. BlackBridge is entitled to terminate this EULA with immediate effect by notice in writing if End-User breaches any provision of this EULA. In this case, End-User will have no claim to any remedy or refund of license fees paid. In the event End-User uses RapidEye Products in an unauthorized manner, or otherwise violates this EULA, BlackBridge may, at its option, select any one or more of the following remedies in addition to any remedy available at law: (i) demand return of RapidEye Products; (ii) enjoin End-User’s use of RapidEye Products; (iii) charge End-User a fee appropriate to End-User’s use of RapidEye Products; or (iv) charge End-User for reasonable inspection and enforcement costs. Upon such termination, End-User shall delete all RapidEye Products upon demand by BlackBridge, and End-User shall provide evidence of deletion upon request by BlackBridge.

12. APPLICABLE LAW

The laws of the Commonwealth of Virginia, excluding conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods, will govern all matters relating to this EULA. The exclusive jurisdiction and venue for any legal action arising out of this EULA will be Arlington, Virginia.

13. COMPLETE AND BINDING EULA

Subject to any specific terms of an order for RapidEye Products incorporating this EULA, this EULA constitutes the complete and exclusive understanding between End-User and BlackBridge relating to its subject matter, and supersedes all prior and contemporaneous representations, correspondence, proposals or license agreements, whether oral or written. If any provision is determined to be invalid or unenforceable, the remaining provisions of this EULA will continue to be valid and enforceable. BlackBridge’s failure to enforce any of the provisions in this EULA will not constitute a waiver of its right to do so.

Revision: November 6, 2013