

ENTERPRISE END-USER LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: This Enterprise End-User License Agreement (“**EULA**”) is a legal agreement between the individual or single entity executing this EULA (“**You**”) and Skybox Imaging, Inc., a Delaware corporation (“**Skybox**”) for certain satellite imagery, video and related information and content (the “**Product**”) that Skybox will provide to You, as described in your order confirmation. By accessing or using this Product, You acknowledge that You have read and accept the terms and conditions of this agreement.

1. **License.** The Product is licensed (not sold) to You, and Skybox owns all copyright, trade secret, patent and other proprietary rights in the Product. All rights not expressly granted to You are reserved by Skybox and its suppliers.

(a) **Authorized Use.** Skybox grants You a nonexclusive, non-transferable, limited license to use and reproduce the Product solely for your own, internal use and with any partners or contractors You are working with on a project (the “**Authorized Use**”). You may allow your employees, agents, contractors and partners to use and reproduce the Product on your behalf in connection with the Authorized Use, but only if such use or reproduction is solely for your benefit or for your project, and only if the employee, agent, contractor or partner agrees to be bound by the terms of this EULA. In addition, You may post the Product on the internet and distribute in hardcopy format subject to the following conditions:

- (i) The Product does not contain geo-locational information
- (ii) The Product may not be downloadable, savable, or capable of being copied and pasted.
- (iii) The Product may not be used to generate revenue, either directly or indirectly.
- (iv) The Product must contain the following copyright notice: “© Skybox Imaging, Inc. All Rights Reserved.”

(b) **Derivative Works.** You or those on behalf of You may create, author or develop derivative works from the Product in connection with the Authorized Use but such derivative works may not be sold or otherwise provided to any third parties except in accordance with the Authorized Use and subject to all restrictions set forth in Section 1a above. Derivative works shall be considered part of the Product and shall include, without limitation, any addition, improvement, update, modification, translation, transformation, adaptation, intelligence, analytics or extraction of or to the Product. Derivative works also include, without limitation, any reformatting of the Product into a different format or media from which it is delivered to You, any addition of data, information or other content to the Product, or any copy or reproduction of the Product.

(c) **Restrictions.** You may not, except as specifically set forth in this EULA: (1) copy, display, distribute, rent, lease, sell, resell, lend, sublicense or otherwise transfer all or any portion of the Product; (2) remove, alter or obscure any copyright notices or proprietary legends which appear in or on the Product; (3) use the Product in connection with any Internet-based, free mapping services; (4) use the Product for any purposes not specifically described in this EULA or (5) reverse engineer or in anyway attempt to derive the algorithms, databases, or data structures upon which the Product is based. You agree to use your best efforts to prevent and protect the Product from unauthorized use.

2. **Disclaimer of Warranty, Limitation of Remedies, and Limitation of Liability.** The Product is furnished “as is” and without warranty as to accuracy. Skybox expressly disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. SUBJECT TO THE EXTENT APPLICABLE LAW REQUIRES LIABILITY, SKYBOX WILL NOT BE LIABLE TO YOU FOR COSTS OF SUBSTITUTE 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 PRODUCT. THE CUMULATIVE LIABILITY OF SKYBOX AND ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT AND THE PRODUCT WILL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU TO SKYBOX FOR THE PRODUCT. SKYBOX DISCLAIMS ANY LIABILITY NOT EXPRESSLY PROVIDED FOR ABOVE.

3. **Indemnification.** You agree to indemnify Skybox against all loss, damages, claims, expenses, or attorney's fees sustained by or asserted against Skybox arising from or connected with (a) your breach of any provision of this EULA; or (b) your use (or the use by your officers, directors, managers, employees, agents, contractors or partners) of the Product.
4. **Term and Termination.** This EULA starts on the date You access the Product and runs for an unlimited term. Skybox may terminate this EULA immediately upon a material breach of this EULA by You. Upon termination of this EULA all rights granted to You shall immediately cease.
5. **Injunctive Relief.** You acknowledge that a remedy at law for any breach or attempted breach of this EULA will be inadequate. You agree that Skybox shall be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach and You further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.
6. **Applicable Law.** You shall comply with all applicable laws and regulations with respect to the Product, including all applicable domestic and international export laws, copyright laws, intellectual property laws, International Traffic in Arms Regulations (ITAR) and U.S. Office of Foreign Assets Control (OFAC) regulations.
7. **Miscellaneous.** This EULA shall be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law principles thereof. Any and all disputes, controversies or claims arising out of or relating to the EULA shall be determined by binding arbitration pursuant to the Commercial Arbitration Rules of the AAA. The location of any and all arbitration proceedings shall be San Francisco, California. This EULA is the final integration of the agreement between the parties with respect to the matters covered by it and supersedes any prior understandings or agreements, whether oral or written. This EULA benefits and binds the parties and their successors, assigns, employees and legal representatives. You may not assign or delegate any of your rights or obligations under this EULA. This EULA may not be modified, amended or supplemented except by written instrument signed by You and Skybox. No waiver of any default or breach of any agreement or provision found under this EULA shall be deemed a waiver of any other default or breach pertaining to any other agreement with Skybox Imaging, Inc., or provision under this EULA. If any provision or portion of a provision of this EULA is declared void and/or unenforceable, such provision or portion shall be deemed severed from this EULA, which shall otherwise remain in full force and effect. In the event any suit or other action is commenced to construe or enforce any provision of this EULA, the prevailing party shall be awarded reasonable attorneys' fees and court costs, in addition to all other relief to which such party shall be entitled.

Should you have any questions concerning this EULA or the Product, please contact Skybox at: +1.844.759.6634 or customer_success@skybox.com.