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7. **Term and Termination.** This Agreement remains in full force until terminated as provided below. DigitalGlobe has the right to terminate this Agreement, effective immediately upon written notice to You, if You breach any provision of this Agreement. Upon termination of this Agreement, all rights granted to You hereunder shall immediately cease and You and Your sublicensees will: (a) discontinue all use of the Product; (b) if the Product was delivered on a tangible medium, return to DigitalGlobe the Product and all copies thereof; (c) purge all copies of the Product or any portion thereof from all computer storage devices or medium on which You have placed or permitted others to place the Product and take reasonable steps to remove any Products posted on social media sites on pages or streams under Your direct control; and (d) give DigitalGlobe a written certification that You have complied with all of Your obligations hereunder.
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10. **Indemnification.** You will indemnify, defend, and hold harmless DigitalGlobe and its subsidiaries, affiliates and subcontractors, and their respective owners, officers, directors, employees and agents, from and against any and all direct or indirect claims, damages, losses, damages, liabilities, expenses, and costs (including reasonable attorneys' fees) arising from or out of: (1) Your use of the Product for any purpose; (2) Your actual or alleged breach of any provision of this Agreement; or (3) damage to property or injury to or death of any person directly or indirectly caused by You. DigitalGlobe will provide You with notice of any such claim or allegation, and DigitalGlobe has the right to participate in the defense of any such claim at its expense.
11. **Export Control.** You will comply with all applicable export control laws, rules and regulations.
12. **Additional Terms.**
 - a. You acknowledge that any actual or threatened breach of Section 2, 3 or 5 will constitute immediate and irreparable harm to DigitalGlobe for which monetary damages would be an inadequate remedy. Therefore, without limiting any other remedy available at law or in equity, upon any such breach or any threat thereof, DigitalGlobe will be entitled to seek injunctive relief against You as remedy for such breach. To the fullest extent not prohibited by applicable law, any action brought for such relief may be brought by DigitalGlobe upon ex parte application and without notice or posting of any bond, and You expressly waive any requirement for notice or the posting of any bond. If any action is brought to enforce this Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees, court costs, and other collection expenses, in addition to any other relief it may receive.
 - b. Failure to require performance of any provision of this Agreement does not waive DigitalGlobe's right to subsequently require full and proper performance of such provision. If any provision of this Agreement is determined to be invalid or unenforceable, such provision will to the extent possible be deemed amended by limiting and reducing it to the minimum extent necessary to make such provision valid and enforceable and the remaining provisions of this Agreement shall continue to be valid and enforceable and will be liberally construed to carry out the provisions and intent hereof. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of such provision in any other jurisdiction, nor will the invalidity or unenforceability of any provision of this Agreement with respect to any person affect the validity or enforceability of such provision with respect to any other person.
 - c. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred by You (by operation of law or otherwise) without the prior written consent of DigitalGlobe. This restriction on assignment or transfer shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation. Any attempted assignment or transfer in violation of the foregoing will be null and void.
 - d. This Agreement shall be governed by the laws of the State of Colorado, U.S.A., without regard to conflicts of law principles that would require the application of the laws of any other state or jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does

not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal courts or state courts for Boulder County, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

e. Any notices to DigitalGlobe relating to this Agreement shall be in writing and delivered by personal delivery or U.S. certified mail (return receipt requested) to the address provided below and will be effective upon receipt by DigitalGlobe:

DIGITALGLOBE, INC.

ATTN: LEGAL DEPT.

1601 Dry Creek Dr., Suite 260 Longmont, CO 80503, USA

All notices to You relating to this Agreement shall be delivered by personal delivery, electronic mail, facsimile transmission or by U.S. certified mail (return receipt requested) to the address DigitalGlobe has on file for You, and will be deemed given upon personal delivery, 5 days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission.