

HYDROSAT  
SATELLITE IMAGERY  
LICENSE DEFINITIONS

1. **Definitions.** With respect to any agreement or document that references this Hydrosat Satellite Imagery License Definitions document, any capitalized terms not otherwise defined in such agreement or document shall have the meanings set forth herein.
  - 1.1. “Affiliate” means, with respect to any Person, any other Person that directly or indirectly Controls, or is Controlled by, or is under common Control with, such Person including, without limitation, any general partner, managing member, officer or director of such Person.
  - 1.2. “API” means the application programming interface provided by Company through which Customer may access and Company shall deliver the Satellite Data.
  - 1.3. “Claims” means any and all claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever.
  - 1.4. “Company” means the Hydrosat contracting entity as more fully set forth in Section 10.6 of Addendum A to the corresponding Order Form.
  - 1.5. “Confidential Information” means any information disclosed by one Party to the other, which, (a) if in written, graphic, machine readable or other tangible form is marked “Confidential” or “Proprietary” or which, if disclosed orally or by demonstration, is identified at the time of disclosure as confidential and reduced to a writing marked “Confidential” and delivered to the Receiving Party (as defined below) within thirty (30) days of such disclosure, or (b) by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. Notwithstanding any failure to so identify them, all technology or proprietary information underlying the API shall be deemed Confidential Information of Company, and the Customer Data (as defined below) shall be deemed Confidential Information of Customer.
  - 1.6. “Control” means, (including, with correlative meaning, the terms “Controlling,” “Controlled by” and “under common Control with”), with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or investment decisions of such Person, whether through the ownership of voting securities, by contract or otherwise.
  - 1.7. “Customer” means the Person identified on and that has executed the Order Form.
  - 1.8. “Customer Data” means End-User information, including but not limited to name, address, browser activity, IP address or other geolocation data, mobile application activity, and mobile device identifier.
  - 1.9. “Disclosing Party” shall have the meaning assigned to it in Section 8.1 of the Commercial Terms Addendum.

- 1.10. "Documentation" means any documentation or content whether in the form of audio, video, text, graphical or other format and in any medium provided by the Company for use with the API and Satellite Data under this Agreement.
- 1.11. "Effective Date" means the Effective Date set forth in a corresponding Order Form.
- 1.12. "End-User(s)" means those authorized end-users identified in a corresponding Order Form, as well as Customer's employees, and independent contractors working for Customer in the ordinary course of Customer's business who: (i) agree to be bound by the terms of this Agreement; and (ii) are specifically authorized by Customer to access the API.
- 1.13. "Government" shall have the meaning assigned to it in Section 10.3 of the Commercial Terms Addendum.
- 1.14. "Governmental Authority" means any domestic or foreign government or political subdivision thereof, whether on a federal, state or local level and whether executive, legislative or judicial in nature, including any agency, authority, board, bureau, commission, court, department or other instrumentality thereof.
- 1.15. "Government Official" means (i) any officer or employee of a government or any department, agency or instrumentality thereof (which includes a government-owned or government-controlled state enterprise) or of a public international organization, such as the World Bank; or (ii) any person acting in an official capacity for or on behalf of a government or government entity or of a public international organization, any political party or party official or any candidate for political office (including, for example, consultants who hold government positions, employees of companies owned or controlled by governments, civil servants, administrative and judicial officers, political candidates and members of the military; or (iii) family members and close personal friends of any of the foregoing, even if they are not otherwise associated with a government or public office.
- 1.16. "Indemnified Party" shall have the meaning assigned to it in Section 9.3 of the Commercial Terms Addendum.
- 1.17. "Indemnifying Party" shall have the meaning assigned to it in Section 9.3 of the Commercial Terms Addendum.
- 1.18. "Infringing Materials" shall have the meaning assigned to it in Section 9.4 of the Commercial Terms Addendum.
- 1.19. "Intellectual Property Rights" means all rights in, to, or arising out of:  
(a) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data, (c) copyrights, copyright registrations, mask works, mask works registrations, applications, moral rights, trademarks, and rights of personality, privacy and likeness, whether arising by operation of law, contract, license or otherwise, and (d) any other similar or equivalent proprietary rights anywhere in the world.

- 1.20. "License Fee(s)" shall mean the corresponding License Fee as set forth or designated in the Order Form.
- 1.21. "Loss" or "Losses" shall mean any and all liabilities, losses, costs, claims, suits, damages, settlements, penalties and documented out-of-pocket expenses (including attorneys' fees).
- 1.22. "Marks" means a Party's corporate or trade name, trademark(s), logo(s), domain names or other identification of such Party.
- 1.23. "Order Form" means an ordering document submitted by Customer for a license to access and use the API and Satellite Data that refers to this Agreement.
- 1.24. "Party" means, individually, Customer or the Company; "Parties" means, together, Customer and the Company.
- 1.25. "Payment Provider(s)" shall have the meaning assigned to it in Section 5.3 of the Commercial Terms Addendum.
- 1.26. "Person" shall be construed as broadly as possible and shall include an individual person, a partnership (including a limited liability partnership), a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and a Governmental Authority.
- 1.27. "Receiving Party" shall have the meaning assigned to it in Section 8.1 of the Commercial Terms Addendum.
- 1.28. "Satellite Data" means satellite imagery data provided by the Company which is licensed to Customer under this Agreement pursuant to an Order Form.
- 1.29. "Term" shall have the meaning assigned to it in Section 7.1 of the Commercial Terms Addendum.