

L3HARRIS TECHNOLOGIES
SOFTWARE DATASET LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY:

This L3Harris End-User License Agreement ("Agreement") is a legal Agreement between you, the "Customer", identified in the Purchase Order as hereinafter defined) , and L3Harris Technologies, the licensor (hereinafter referred to as "L3Harris") sets forth the grant of license rights and limitations for the L3Harris software dataset product licensed and identified below together with associated media and printed material and may include electronic documentation ("Documentation") (collectively, the "SOFTWARE DATASET").

READ THIS END USER LICENSE CAREFULLY. USE BY ACCEPTING, INSTALLING, COPYING, DOWNLOADING OR OTHERWISE DEPLOYING THE SOFTWARE DATASET CONSTITUTES YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT UNLESS SEPARATE TERMS HAVE BEEN PROVIDED UNDER CONTRACT WITH L3HARRIS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY OR USE THE SOFTWARE DATASET; YOU ARE NOT AUTHORIZED TO USE THE SOFTWARE DATASET AND YOU MUST RETURN IT TO L3HARRIS.

Article I - DEFINITIONS

1. "Customer's Corporate Organization" means:

- a. If Customer is an individual, that individual;
- b. If Customer is a government entity, all agencies and departments that are part of the same government (as appropriate) as the named Customer and within the Licensed Field of Use; and
- c. If Customer is a private sector entity, the legal entity that is the named Customer, excluding any other legal entities that are associated with the named Customer, such as wholly owned subsidiaries.

2. "Customer Derivative Work" means a data product produced by the Customer which integrates all or any portion of the Licensed Dataset with other value-added components, additional processing, or additional levels of production by the Customer to produce a value-added product bundle part of an overall solution product.

3. "Customer Works" means a data product produced by the Customer which incorporates the Licensed Dataset within a database, but which does not modify, enhance or provide additional processing or additional levels of production to the Licensed Dataset. Customer Works do not include the integration of the Licensed Dataset to create derivative works where the Customer creates value added product bundles within which the Licensed Dataset is included as part of the overall solution product.

4. "Enhancement(s)" means any alteration to the Licensed Dataset by L3Harris that provides increased usability or improvements to the existing dataset.

5. "Licensed Dataset" means the L3Harris supplied geospatial dataset component identified in the Purchase Order and Documentation related thereto, including any related Revisions and Enhancements thereto either as a stand-alone component or as included within Customer Works or Customer Derivative Works.

6. "Licensed Field of Use" means the use of the Licensed Dataset by the Customer identified in the Purchase Order in conjunction with the program, programs or activities identified in the Purchase Order.

7. "Purchase Order" means the document in which this License Agreement is incorporated and which contains, among other items, an identification of the program or programs with which the Licensed Dataset may be used, an identification of the type of license purchased, a description of the license fees to be paid, a description of the entity that is the named Customer, and an identification of the country where the Customer intends to utilize the Licensed Dataset. The term further includes any addendum or supplements to the original document which specifically reference the original Purchase Order and which contain terms which modify any of the program identification, license type, license fees or country of use.

Article III - LIMITATIONS AND PROHIBITIONS

1. Customer may not use, integrate or distribute Licensed Dataset until execution of a Purchase Order and payment of all applicable license fees to L3Harris.
2. Except as permitted within this Agreement, Customer shall not de-compile, disassemble, reverse engineer, or otherwise modify the Licensed Dataset licensed under this Agreement, or perform any other operation on Licensed Dataset to recover any information contained therein, or extract or retrieve the original imaging data to separate it from the Licensed Dataset provided.
3. Neither the Customer nor any entity to which Customer distributes the Licensed Dataset shall remove L3Harris, U.S. Government or third party proprietary legends, copyright notices, labels, logos, restrictions, trademarks, or any other such marks from the Licensed Dataset.
4. The Licensed Dataset and works derived therefrom shall not be used, disclosed, sold, transmitted, charged or disclosed, except as expressly permitted under this Agreement.

Article VII - CUSTOMER OBLIGATIONS

Article X - U.S. GOVERNMENT CONTRACTS

1. Customer agrees that it will not use the Licensed Dataset in the performance of a contract, or subcontract, with the U.S. Government in a manner so as to affect L3Harris's rights to Licensed Dataset.

2. If the Customer is an agency, branch or department of the U.S. Government, or if the entity to which

Article XII - THIRD PARTY INDEMNITY

1. L3Harris shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against the Customer, based on an allegation that Licensed Dataset constitutes a direct, inducement or a contributory infringement of any U.S. patent, mask work or copyright, or constitutes a violation of any other intellectual property right enforceable in the U.S. or any individual State thereof. This obligation of L3Harris shall be effective only if Customer shall have made all payments then due and only if L3Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. L3Harris shall pay all damages and costs assessed and/or incurred in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction, L3Harris shall be liable for the payment of all such damages and costs, including reasonable attorneys' fees and costs, incurred by the Customer in connection with the defense of such claim, suit, or proceeding.

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6. Customer acknowledges that any unauthorized use or disclosure of Licensed Dataset may cause irreparable damage to L3Harris and that injunctive relief or other equitable remedies may be necessary to prevent or minimize such damage to L3Harris.

7. Nothing in this Agreement shall limit L3Harris from using and licensing the Licensed Dataset to other parties.