

## DIGITALGLOBE

### **II.2.C. TERMS AND CONDITIONS OF USE OF CONTRACTOR DATA PRODUCTS PURCHASED UNDER PRIVATE SECTOR SMALL CONSTELLATION SATELLITE DATA PRODUCT PILOT, BPA#80HQTR18A0025**

These terms and conditions govern the use of Contractors' Data Products (see definition of Data Products below) purchased through the above-referenced contract, and supersede any other applicable terms and conditions.

#### I. DEFINITIONS:

A. **COMMERCIAL USE:** Any use by the Government of the Data Products not specifically covered by the definition herein of Scientific Use and US Government Purpose Use. Examples of Commercial Use include, but are not limited to:

1. Use of the Data Products for the business needs of any third person or entity, including providing Data Products-related services to any third parties.
2. Use of the Data Products in advertising, marketing or promotional materials or services on behalf of a non-governmental organization for purposes other than US Government Purpose Use.
3. Use of the Data Products in any materials or services for sale, or for which fees or charges are paid or received (e.g. textbook supplement materials, syllabi, course packs) for purposes other than US Government Purpose Use.
4. Use of the Data Products in any books, news publications or journals for purposes other than Scientific Use or US Government Purpose Use.

B. **DATA PRODUCTS:** Data wholly owned and/or controlled by a Contractor, and delivered or otherwise provided to NASA under this NASA Contract No. 80HQTR18A0025, including, but not limited to, satellite imagery, vector, attribute or other data, or other related documentation, information or content.

C. **DERIVATIVE:** Any addition, improvement, update, modification, translation, transformation, adaptation or derivative work of or to the Data Products, which is authored, created or developed by or on behalf of the US Government or its Related Entities, including, without limitation, any reformatting of the Data Products into a different format or media from which it is delivered and any addition of data, information or other content to the Data Products.

D. RELATED ENTITY: A contractor, subcontractor, partner, recipient or grantee of the US Government assigned, tasked or contracted with for or on behalf of NASA to perform activities related to the Data Products that is subject to the same or more restrictive terms as expressed herein.

E. SCIENTIFIC USE: Use by NASA or its Related Entities of the Data Products pursuant to a NASA-initiated, US Government-funded and/or US Government-peer reviewed investigation established through a NASA Research Announcement or similar public notice of opportunity, and performed for the purpose of conducting experiments, evaluation, research, and/or development, including basic and applied research under the NASA Applied Sciences Program. Scientific Use is not intended for the development of commercial products or services and does not include activities funded or sponsored by non-governmental organizations or activities outside of NASA

F. US GOVERNMENT PURPOSE USE: Use of the DATA by the US Government limited to NASA internal use and NASA's related entities in support of NASA's SCIENTIFIC USE. US Government Purpose Use does not include others to use the Data Products for Commercial Use. Data may be reproduced and used by NASA and related entities with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside of NASA.

## II. DATA PRODUCTS OWNERSHIP AND USAGE RIGHTS

A. The Data Products are and will remain the exclusive property of the Contractor delivering the Data Products to the NASA under Contract No. 80HATR18A0025.

B. NASA and its Related Entities shall:

1. Use the particular data set of the Data Products only for Scientific Use.

2. Maintain the Data Products in confidence under reasonable protective conditions, subject to the exceptions specifically listed herein. Accordingly, Related Entities are allowed to share the Data Products with their employees, contractors and students who are assigned a specific task that requires access to the Data Products so long as suitable protective measures have been taken and subject to the same terms and conditions herein.

3. Be entitled to create Derivatives subject to the following terms and conditions:

- a. Derivatives may be made available to appropriate communities for Scientific Use only with the written permission of the contractor.
- b. Derivatives may not be used by the US Government or Related Entities for Commercial Use.
- c. NASA and Related Entities may store, share and use Derivatives under reasonable protective conditions, subject to Contractor's underlying intellectual property rights.
- d. All Data Products and Derivatives, as appropriate, shall contain a copyright notice similar to what follows:
  - i. For Data Products: "© {Contractor} {Year} All Rights Reserved"
  - ii. For Derivatives: "Includes copyrighted material of {Contractor} All Right Reserved"; and
  - iii. A joint copyright notice may be used as appropriate.
- e. NASA and its related Entities shall not publish the Data Products or derivatives or disclose the Data Products to any third party without the express written permission of the contractor.

### III. MISCELLANEOUS PROVISIONS

- A. The parties will comply with all applicable laws, rules and regulations, including, but not limited to, export control regulations.
- B. The use of Contractors' Data Products by NASA and Related Entities does not, in any manner, constitute an endorsement by NASA of Data Products.
- C. Except for the limited license rights as herein defined, these terms and conditions do not constitute the grant of a license under copyright, patent, patent application or other intellectual property.
- D. These terms and conditions shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with United States federal law.
- E. These terms and conditions constitute the entire agreement between the parties with respect to the use of Data Products by NASA and Related Entities. No

amendment or modification to these terms and conditions is valid without a writing that is signed by both parties.

F. If any provision of these terms and conditions is invalid, illegal or unenforceable, that provision will be deemed to be stricken from these terms and conditions and the remainder will continue in effect and be valid and enforceable to the fullest extent of the law.

G. Reservation of Rights. Except usage rights expressly provided herein, contractor retains all rights, title, and interest, including all intellectual property rights and all other Digital Globe intellectual property. All rights not expressly granted herein are hereby reserved.

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