

Supplement E

Imagery Products & Analytic Products Rights—Commercial (COM)

This Supplement is incorporated by reference into our General Terms and forms a part of the Order Agreement to which you and we are Parties. Capitalized terms used without definition in this Supplement have the corresponding meaning set forth in the General Terms, except that, for purposes of this Supplement only, (a) “Licensed Material” is limited to the Imagery Products and/or Analytic Products that are delivered or otherwise made available for your use as set forth in this Supplement E and the Order Agreement and (b) “Licensed User” means an authorized recipient and end user of Licensed Materials as such term is defined in this Supplement.

This Supplement E applies to all our customers other than our U.S. government customers and our non-U.S. government customers who form part of their home country’s defense and intelligence services. This would include, for example, commercial entities, academic and educational institutions, non-governmental organizations, non-profit organizations and global development organizations.

As further detailed below, we currently support 4 licensing types, each of which is separately referenced in our Price List:

- COM Internal License
- COM Group 2-5 License
- COM Group > 5 License
- COM Public Release License

The COM Internal License applies, and is priced accordingly, where a single entity wishes to license Licensed Materials for its own internal use. The remaining licensing types provide tiered usage and sharing options.

Consistent with the General Terms, your purchased license level may be designated in the Order Agreement, and you may move to a higher license level at any time upon written notice to us and payment of the price differential between your then-current level and the higher license level.

License Grants by Type. Subject to your ongoing compliance with the Order Agreement, we grant to you the limited, irrevocable, perpetual, non-exclusive, non-transferable (subject to the Order Agreement assignment provisions) right set forth below based on your corresponding license level in effect at the time:

(a) A **COM Internal License** grants to you and to an unlimited number of Licensed Users the right to display, perform, reproduce and internally share Licensed Materials and to develop Value-Added Products and Derived Products, in each case for your internal Non-Commercial Use only.

(b) A **COM Group 2-5 License** grants to you a COM Internal License plus the right to grant to up to four Group Members, and to an unlimited number of their respective Licensed Users, the same rights granted to you in the preceding clause (a) for internal Non-Commercial Use only.

(c) A **COM Group > 5 License** grants to you a COM Internal License plus the right to grant to an unlimited number of Group Members, and to an unlimited number of their respective Licensed Users, the same rights granted to you in the preceding clause (a) for internal Non-Commercial Use only.

(d) A **COM Public Release License** grants to you, and if applicable your Group Members, unlimited rights to the Licensed Material to permit full public dissemination without restriction, with the understanding that Licensed Material that is publicly released does not become public domain or otherwise convey to the public any right to the Licensed Material beyond what is provided for by fair use and other copyright limitations.