

25 September 2015  
F500-L15-033

Ing. Jorge Nevárez Jacobo  
Aeropuertos y Servicios Auxiliares (ASA)  
Avenida 602, Número 161  
15620 México, D.F.  
México

**Subject: ASA Request for the Texcoco Satellite-Based Photogrammetric Survey**

Dear Ing. Nevárez:

This document is in response to your request for the satellite-based photogrammetric survey of the Texcoco site and its surroundings that was completed in late 2014 for the internal use of Aeropuertos y Servicios Auxiliares (ASA). As you know, MITRE has acquired survey data (consisting of terrain and man-made obstacles) as well as satellite imagery for use by MITRE in conducting its aeronautical analyses of Nuevo Aeropuerto Internacional de la Ciudad de México (NAICM). The survey was developed by MDA Geospatial Services Inc. (MDA GSI) using satellite imagery that MDA GSI in turn acquired from DigitalGlobe, Inc. (DigitalGlobe).

The use of the survey data and satellite imagery products are controlled by their corresponding license agreements. Based on the above conditions, ASA can have an MDA GSI survey product license and DigitalGlobe imagery product license at no extra charge, and use those items under the terms of the licenses. However, if any other entities such as Servicios a la Navegación en el Espacio Aéreo Mexicano (SENEAM), Dirección General de Aeronáutica Civil (DGAC), or Grupo Aeroportuario de la Ciudad de México (GACM) wish to receive a copy of the survey and imagery products, they must contact MITRE for assistance in obtaining a license in the same manner as ASA.

In order for ASA to obtain a copy of the survey and imagery products, it must accept the MDA GSI and DigitalGlobe license agreements. The letter from MDA GSI, enclosed with this letter, explains the process for accepting the license agreements. Once you sign that MDA GSI letter, please send the signed original to me by scan for review, and then after I re-confirm that all is fine, please send the letter to me via FedEx. MDA GSI will then send me a copy of the survey and imagery for review to ensure that ASA is receiving the correct information and that everything works properly. Once MITRE's review is completed I will send the copy of the survey and imagery to you.

Finally, it is important to mention that the satellite-based photogrammetric survey was intended solely for use by MITRE to support its specific aeronautical studies of NAICM. The survey was not intended for use on other activities, such as civil engineering, architecture, or construction matters. Therefore, MITRE shall not be held responsible by ASA's use of the MDA GSI survey or DigitalGlobe imagery products if the use is different than MITRE's.

Please do not hesitate to contact me if you need any clarification or any other assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Robert W. Kleinhans', with a stylized flourish at the end.

Ing. Robert W. Kleinhans  
Project Technical Coordinator

cc: Dr. Bernard Lisker

Enclosure



September 25, 2015

MDA Ref: RV-26285-16

Ing. Jorge Nevárez  
Aeropuertos y Servicios Auxiliares  
Mexico, D. F.  
Mexico

**Subject: Photogrammetric, Satellite-Based Survey of the Texcoco Area and Its Surroundings Project – Provision of Licensed Products**

Dear Ing. Nevárez

MDA Geospatial Services Inc. ("MDA") has an ongoing contract ("Contract") with The MITRE Corporation ("MITRE") to perform work under the Photogrammetric, Satellite – Based Survey of the Texcoco Area and Its Surroundings project. Under the Contract, MDA is providing MITRE with certain licensed products ("Licensed Products") under the terms and conditions of the following end user license agreements (the "EULAs"):

- Single User Product License Agreement, as amended (the "MDA EULA")
- DigitalGlobe End User License Agreement, as amended (the "DG EULA")

Copies of the above-mentioned EULAs are included in Appendix A of this letter.

Upon Aeropuertos y Servicios Auxiliares ("ASA") signature of this letter, MDA will provide the following Licensed Products to ASA, through MITRE (after review of such Licensed Goods by MITRE):

- WorldView-1 and WorldView-2 Satellite Image Colour Mosaics ("DG Products")
- "Products" as defined in Section 12 of the MDA EULA ("MDA Products")

DigitalGlobe, Inc. ("DigitalGlobe") is the owner of the DG Products and MDA is the owner of the MDA Products. Under the DG EULA, DigitalGlobe grants ASA a license to the DG Products in accordance with the terms and conditions of the DG EULA. Under the MDA EULA, MDA grants ASA a license to use the MDA Products in accordance with the terms and conditions of the MDA EULA.

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ASA will be permitted to use the Licensed Products in accordance with the terms and conditions of the applicable EULAs. Any use of the Licensed Products that is inconsistent with the terms and conditions of the EULAs is strictly prohibited, without the prior written consent of MDA.

By using the Licensed Products, ASA will be deemed to have accepted and agreed to the terms and conditions of the EULAs.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

**MDA Geospatial Services Inc.**

A handwritten signature in blue ink that reads "Dan Feliciano".

Dan Feliciano  
Sr. Contracts/Subcontracts Specialist

The undersigned hereby acknowledges and agrees with the terms set out above.

**Aeropuertos y Servicios Auxiliares**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





## APPENDIX A



## GEOSPATIAL SERVICES

### SINGLE USER PRODUCT LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("LICENSE") IS A LEGAL AGREEMENT BETWEEN YOU ("LICENSEE") and MDA GEOSPATIAL SERVICES INC. ("MDA GSI"), LOCATED AT 13800 COMMERCE PARKWAY, RICHMOND, BRITISH COLUMBIA, CANADA V6V 2J3.

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7. **GOVERNING LAW:** This License will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the courts of the Province of British Columbia will have non-exclusive jurisdiction to hear matters arising under this License.



8. **MISCELLANEOUS:** (1) This License is the complete and exclusive agreement between LICENSEE and MDA GSI as to the matters set forth herein and integrates all prior discussions and understandings. (2) This License cannot be modified or rescinded, nor may any of its terms be cancelled or waived, unless approved in writing by MDA GSI. (3) Acceptance of this License is expressly limited to the terms and conditions set forth herein; any additional or inconsistent terms provided by LICENSEE in any other documents such as a LICENSEE purchase order, that are applicable to the License, will not have any legally binding effect. (4) The failure of MDA GSI to insist upon strict performance of any of the terms and conditions of this License will not be deemed a waiver of any rights or remedies that MDA GSI may have and will not be deemed a waiver of any subsequent default of the terms and conditions of this License. (5) Neither this License nor any of the rights or obligations hereunder may be assigned or transferred by LICENSEE without the prior written consent of MDA GSI. This restriction on assignment or transfer will apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation. (6) In the event that any provision of this License is declared invalid or unenforceable, the remaining provisions of this License will continue in full force and effect. (7) Upon notice, MDA GSI or MDA GSI inspection staff acceptable to Licensee may inspect LICENSEE's records, accounts and books relating to the use of the Product to ensure that the Product is being used in accordance with this License. (8) LICENSEE acknowledges that any actual or threatened breach of Section 2 would likely cause MDA GSI irreparable harm that could not be fully remedied by monetary damages. So, LICENSEE agrees that MDA GSI will have the right, in addition to any other remedy available to it, to seek injunctive or other equitable relief from a court of competent jurisdiction, without proof of actual damage, as may be necessary to prevent such breach.
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  - c. store, post or process the Product in a system that is not accessible by the public;
  - d. release hardcopy prints of Product extracts, publish Product extracts in research reports, journals, trade papers or similar publications, and post Product extracts to Internet web sites provided that such Product extracts are in a secure format that allows only printing and viewing and prohibits manipulating the Product extracts or metadata; all providing that such release, publishing or posting is solely for non-commercial uses and that the Copyright notice is conspicuously displayed alongside the Product extract; and
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**12. DEFINITIONS:** In this License the following terms will have the following meanings:

**"Customer Derived Product"** means a product derived from a Data Product, provided that any Customer Derived Product is sufficiently abstracted from the underlying Data Product such that none of the data elements contained in the Data Product can be determined through any analysis, including, without limitation, reverse engineering of the Customer Derived Product.

**"Data Product"** collectively means all data, data products and accompanying digital materials made available to LICENSEE by MDA GSI. Without limiting the generality of the foregoing, this includes products generated from synthetic aperture radar (SAR), optical, or light detection and ranging (LIDAR) sources (grid, vector or value based), including, inter alia, interferometric SAR (InSAR) deformation maps, deformation data, digital elevation models, classifications, feature extraction, change detection, as well as intermediate products and imagery such as interferograms and coherence imagery.

**"Derived Product"** means a product derived from a Data Product by MDA GSI and provided to LICENSEE in an MDA GSI report, PowerPoint presentation or other form (in hardcopy or digital format), including but not limited to filtered data, visualizations, graphs, maps, statistics, and measurements.

**"Product"** collectively means Data Product and Derived Product.

**13. COPYRIGHT:** The following copyright notice must be conspicuously displayed alongside the Product or any portion thereof: "© MDA Geospatial Services Inc. [year of creation] – All Rights Reserved".

**14. LANGUAGE:** This License may be provided in English, French and Spanish. In the event of any discrepancies, omissions, or errors between the languages, the English language version shall take precedence.

[END OF DOCUMENT]





### **Addendum to Single User Product License Agreement**

The purpose of this Addendum is to: (a) provide clarification of; and (b) recognize the special conditions to the Single User Product License Agreement (the "EULA") related to The MITRE Corporation's ("MITRE") use of photogrammetric survey Product for its project pertaining to aeronautical work in specific regions of Mexico (the "Project").

MITRE will be the Authorized Licensee as defined in Section 9 of the EULA. MDA Geospatial Services Inc. ("MDA GSI") will grant up to a maximum of nine additional licenses for the Product, which will be reserved for any entities, governmental or otherwise, working on the Project ("Additional Licensees"). These Additional Licensees may be named at a later date and shall not be considered sublicensees under MITRE's EULA.

Should any of the nine Additional Licensees under the Project wish to receive the Product already licensed to MITRE, MITRE will refer such Additional Licensee to MDA GSI and MDA GSI will provide the Product to the specified Additional Licensee under the terms of the EULA at no extra charge. These Additional Licensees will not be considered sublicensees of MITRE under the EULA in which MITRE is the Authorized Licensee.

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The following list describes, in general terms, how MITRE and the Additional Licensees may use the Product, and such actions and usage of the Product shall not be considered in breach of the EULA:

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- MITRE and the Additional Licensees may use the Product and Customer Derived Products for program development (e.g., marketing and promotion) efforts and distribute and/or publish the material as necessary without requiring the prior written consent of MDA GSI to do so.

**Section 6, Termination, of the EULA** is replaced and superseded as follows:

*"If LICENSEE breaches any provision of this License, MDA GSI will provide written notice to LICENSEE specifying the events and related circumstances in which LICENSEE has breached the License, and requesting that such breach be remedied. If the breach is not remedied within 30 calendar days after such notice, MDA GSI may terminate this License effective immediately. Upon termination of this License, all rights granted to LICENSEE hereunder will immediately cease."*

**Section 7, Governing Law, of the EULA** is replaced and superseded as follows:

*"This License will be governed by and construed in accordance with the laws of the State of New York and the courts of the State of New York will have non-exclusive jurisdiction to hear matters arising under this License."*



**Section 8, Miscellaneous, of the EULA is modified as follows:**

Section 8 (1) is replaced and superseded as follows:

*"Intentionally Omitted"*

Section 8 (2) is replaced and superseded as follows:

*"This License cannot be modified or rescinded, nor may any of its terms be cancelled or waived, unless approved in writing by MDA. Notwithstanding the preceding sentence, any MDA GSI modification to the License will be subject to the prior written acceptance of the LICENSEE."*

Section 8 (3) is replaced and superseded as follows:

*"Intentionally Omitted"*

Section 8 (4) is replaced and superseded as follows:

*"The failure of a party to insist upon strict performance of any of the terms and conditions of this License will not be deemed a waiver of any rights or remedies that party may have and will not be deemed a waiver of any subsequent default of the terms and conditions of this License."*

Section 8 (5) is replaced and superseded as follows:

*"Neither this License nor any of the rights or obligations hereunder may be assigned or transferred by LICENSEE without the prior written consent of MDA GSI, which consent will not be unreasonably withheld."*

Section 8 (7) is replaced and superseded as follows:

*"Upon written notice, LICENSEE will provide MDA GSI with a certificate of compliance relating to the use of the Product to ensure that the Product is being used in accordance with this License."*

**Section 9, Authorized Licensee, of the EULA is modified to delete the last sentence therefrom.**

**Section 10, Permitted Uses, of the EULA is modified as follows:**


Section 10. d. is replaced and superseded as follows:

*"...release hardcopy and softcopy prints of Product extracts, publish Product extracts in research reports, journals, trade papers or similar publications, and post Product extracts to Internet web sites provided that such Product extracts are in a secure format that allows only printing and viewing and*



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Acknowledged and agreed to by an authorized representative of MDA Geospatial Services Inc.:

By:   
Name: IAN HARRASSER  
Manager, Contracts and Subcontracts  
Title: \_\_\_\_\_  
Date: 3/25/2014





## DIGITALGLOBE®

### EXHIBIT A

#### DIGITALGLOBE®

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PLEASE READ THE TERMS AND CONDITIONS PROVIDED BELOW CAREFULLY. BY USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. **Definitions.** For purposes of this Agreement, the following definitions apply:

- a. **Commercial Exploitation or Commercial Purpose.** Redistribution, retransmission or publication for profit or fee, which may include, without limitation: (i) advertising; (ii) use in marketing and promotional materials and services on behalf of a customer, client, employer, employee or for your own benefit; (iii) use in any materials or services for sale or for which fees or charges are paid or received (e.g., textbook supplemental materials, books, syllabi, course packs); and (iv) use in any books, news publication or journal without an Educational Purpose.
- b. **Customer Group.**
  - i. one individual;
  - ii. one company, corporation, or similar legal entity (excluding affiliates or subsidiaries which will be treated as a separate Customer Group);
  - iii. one subsidiary or affiliate of an entity;
  - iv. one department of a federal agency at the U.S. Cabinet level (e.g., office of the U.S. Dept. of Agriculture or U.S. Dept. of Interior, but excluding sub-agencies);
  - v. one civilian federal agency below the U.S. Cabinet level;
  - vi. one department of the four branches of the military, a defense agency, one of the unified commands, one of the non-Dept. of Defense entities identified in 50 U.S.C. Section 401a or the State Department;
  - vii. one department of a foreign military or an international defense or intelligence agency;
  - viii. one state or provincial agency;
  - ix. one county or local government;
  - x. one non-governmental organization or non-profit organization;
  - xi. one department within a single educational organization within a single country;
  - xii. one international agency such as NATO, but excluding the United Nations and the European Union;
  - xiii. one office or department within the United Nations or the European Union; or
  - xiv. any one entity equivalent to any of the entities listed above, located outside the United States.
- c. **Demonstration Purpose.** Any non-commercial use for demonstration, promotional or training purposes and not for Commercial Exploitation for a period of 90 days from product shipment.
- d. **Derivative Works.** Any products or works derived from the Product, which derivation was created or developed as permitted under this Agreement and in which the Product may be recast, transformed, adapted, or included, and which, if prepared without authorization of DigitalGlobe, would constitute a copyright infringement.

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- e. **Educational Purpose.** Any non-commercial study or research that is undertaken solely in furtherance of education and not for Commercial Exploitation.
- f. **Federal Civil Government Agency.** Any government agency at the federal level, EXCLUDING all U.S. Department of Defense agencies and those agencies defined under U.S. Code Title 50. The U.S. Army Corp of Engineers is included in the definition of Federal Civil Government Agency under this Agreement.
- g. **Joint Project.** An undertaking between you and one or more other Customer Groups based on a contractual relationship existing at the purchase of the license.
- h. **State and Local Government Agency.** Any government agency at the state and local level. With regard to the United States, the term "state" includes the 50 United States and the United States' territories and possessions.
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- c. If you are a State and Local Government Agency, you may post the Product and Derivative Works on your website at full resolution for non-Commercial Purpose in a non-downloadable, non-distributable fashion and in a manner that does not allow a third party to extract or access the Product as a standalone file;
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3. **Sublicense.**
- a. Subject to Section 3(d), you may sublicense the rights granted under Section 2 to Customer Groups identified by you at the time you acquire this license who are engaged in a Joint Project with you. The number of permitted Customer Groups sublicensed hereunder depends on the type of license purchased by you as follows:
- | Type of License Purchased | Number of Permitted Customer Groups |
|---------------------------|-------------------------------------|
| Base                      | Up to five                          |
| Group                     | From six to ten                     |
| Enterprise                | From 11 to 25                       |
| Enterprise Premium        | More than 25                        |
| Educational               | One                                 |
| Demonstration             | One                                 |
- b. If the number of individuals of a sublicensed Customer Group using the Product exceeds the number of users permitted under this Section 3, the Customer Group will be counted as multiple sublicensees based on the number of individuals using the Product, for purposes of determining compliance with the table

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above. If a Customer Group is involved in multiple Joint Projects, the Customer Group will be counted as multiple sublicensees, based on the number of Joint Projects involved, for purposes of determining compliance with the table above.

- c. Subject to Section 3(d), you may also sublicense the rights granted under Section 2 to any independent contractor hired by you to perform customization services for the Product.
  - d. You may grant a sublicense to a sublicensee under Section 3(a) or 3(c) provided that (i) such sublicensee agrees to be bound by this Agreement, (ii) the sublicense is limited to using the Product solely for the purposes of the Joint Project or for purposes of performing the customization services, and (iii) you are responsible for any noncompliance by such sublicensee and such sublicensee's breach of this Agreement shall be deemed to be your breach of this Agreement.
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7. **Audit.** At DigitalGlobe's request, you will provide assurances that you are using the Product consistent with the terms of this Agreement. Upon notice, DigitalGlobe may inspect your records, accounts and books relating to the use of the Product to ensure that the Product is being used in accordance with this Agreement.
8. **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 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. You and your sublicensees will (i) discontinue all use of the Product; (ii) if the product was delivered on a tangible medium, return to DigitalGlobe the Product and all copies thereof; (iii) purge all copies of the Product or any portion thereof from all computer storage device or medium on which you have placed or permitted others to place the Product; and (iv) give DigitalGlobe a written certification that you have complied with all of your obligations hereunder.
9. **Limited Warranty.** DigitalGlobe warrants that for a period of thirty (30) days after delivery, the Product will perform substantially in accordance with its applicable specification. DigitalGlobe's sole obligation and your entire remedy for breach of the above warranty is for DigitalGlobe, at its option and expense, to (i) repair or replace the non-conforming Product returned during the warranty period; or (ii) refund all fees paid by for the non-conforming Product returned during the warranty period.

EXCEPT AS PROVIDED ABOVE, THE PRODUCT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. DIGITALGLOBE DOES NOT WARRANT THAT THE PRODUCT WILL MEET YOUR NEEDS OR EXPECTATIONS, OR THAT OPERATIONS OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED.

The limited warranty is void if any non-conformity has resulted from accident, abuse, misuse, misapplication, or modification by any person other than DigitalGlobe.

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10. **Limitation of Liability.** IN NO EVENT WILL DIGITALGLOBE OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS AND LOST DATA) ARISING FROM OR RELATING TO THIS AGREEMENT AND THE PRODUCT, EVEN IF DIGITALGLOBE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIGITALGLOBE AND ITS SUPPLIERS' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE PRODUCT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID TO DIGITALGLOBE FOR THE PRODUCT. THIS SECTION SHALL BE GIVEN FULL EFFECT EVEN IF THE WARRANTIES PROVIDED IN SECTION 9 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
11. **Export Control.** You will not export or re-export the Software in violation of the U.S. Export Administration regulations or other applicable laws and regulations. You will defend, indemnify, and hold harmless DigitalGlobe from and against all fines, penalties, liabilities, damages, costs, and expenses incurred by DigitalGlobe as a result of any violation of such laws and regulations by you or any of your agents or employees.
12. **Miscellaneous Terms.**
- a. You acknowledge that any actual or threatened breach of Section 2, 4, or 6 will constitute immediate, irreparable harm to DigitalGlobe for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. 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, the remaining provisions of this Agreement shall continue to be valid and enforceable.
  - c. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred by you 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 a federal court or a state court in Boulder County, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.
  - e. The software portion of the Product is "commercial item" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any technical data provided with or included in the Product is "commercial technical data" as defined in 48 C.F.R. 12.211. Consistent with 48 C.F.R. 12.211 through 12.212, 48 C.F.R. 227.7202-1 through 227.7202-4, and 48 C.F.R. 252.227-7015, all U.S. Government end users acquire the Product with only those rights set forth therein.
  - f. This Agreement represents the entire agreement between you and DigitalGlobe as to the matters set forth herein and integrates all prior discussions and understanding between us. Your acceptance of this Agreement is expressly limited to the terms and conditions set forth herein; any additional or inconsistent terms provided by you in any other documents such as a purchase order will not have any legally binding effect. This Agreement may be modified only by a binding written instrument entered into by you and DigitalGlobe.
13. **Notices.** Any notices relating to this Agreement should be sent by personal delivery or U.S. certified mail (return receipt requested) to the address provided below and will be effective upon receipt:

DIGITALGLOBE, INC.  
ATTN: LEGAL DEPT.  
1801 Dry Creek Dr., Suite 260  
Longmont, CO 80503, USA

*Proprietary and Confidential Information of DigitalGlobe*

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## **Addendum to the DigitalGlobe End User License Agreement ("DG EULA")**

Notwithstanding anything to the contrary in the DG EULA, and to provide greater certainty, the following will apply to The MITRE Corporation ("MITRE") and Customer Groups under the Joint Project.

### **Licensee and Customer Groups**

MITRE will be the sole licensee ("Licensee") and not grant sublicenses to any Customer Group. Nine Customer Group licenses will be reserved for any entities, governmental or otherwise, working on the Joint Project. These Customer Groups may be named at a later date after the purchase of the original license for the Product.

Should any of the nine Customer Groups under the Joint Project wish to receive the imagery Product already licensed to MITRE, MITRE will refer such Customer Groups to MDA Geospatial Services Inc. ("MDA") and MDA will provide the Product to the specified Customer Groups under the terms of the DG EULA at no extra charge. These Customer Groups will not be considered sublicensees of MITRE under the DG EULA in which MITRE is the Licensee.

The Customer Groups will not be permitted to grant sublicenses.

### **Joint Project**

The "Joint Project" is defined as any activities pertaining to aeronautical work in specific regions of Mexico, for which the Customer Groups have been engaged by the Mexican government to perform work; however, a contractual relationship between Customer Groups and Licensee does not have to exist for those Customer Groups to be engaged in the Joint Project.

### **General Product Usage by MITRE**

In general terms, the following list describes how MITRE and the Customer Groups (collectively "Users") may use the Product, and such actions and usage of the Product and Derivative Works shall not be considered in breach of the DG EULA:

- Users may create and provide Derivative Works based on the Product and receive a fee for their services and the Derivative Works.
- Users may include the Product and Derivative Works in non-digital and digital reports and briefings and distribute and/or publish such materials as necessary for the purposes of the Joint Project without requiring prior written consent of DigitalGlobe to do so.
- Users may use the Product and Derivative Works within visualization packages (such as animations) and distribute and/or publish those items, for the purposes of the Joint Project.



- Users may use Derivative Works (but not the Product) for program development (e.g., marketing and promotion) efforts and distribute and/or publish such materials as necessary without requiring prior written consent of DigitalGlobe to do so.

#### **Audit**

In lieu of an inspection, MITRE may provide a certificate of compliance confirming that MITRE is using the Products consistent with the terms of the DG EULA and this Addendum.

Acknowledged and agreed to by an authorized representative of DigitalGlobe:

A handwritten signature in black ink, appearing to read "John Roos", is written over a horizontal line.

(John Roos)

Name

Senior Sales Manager for Canada  
Title, DigitalGlobe, Inc.

March 10<sup>th</sup>, 2014

Date



