



MAXAR

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

Schedule Title: Multiple Aware Schedule

DigitalGlobe Inc., a Maxar company

1300 W 120th Ave

Westminster, CO 80234

303-684-4000

<https://www.maxar.com>

Business Size: Other than Small Business

Contract Administration: Jacob Ramey

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Price list current as of Modification #PS-0012 effective April 27, 2022

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!TM, a menu-driven database system.

The INTERNET address for GSA Advantage!TM is: <http://www.GSAAdvantage.gov>.

Schedule for - Federal Supply Group: Professional Services Class: R425

Contract Number: 47QRAA19D002V

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

Contract Period: January 9, 2019 – January 8, 2024



CUSTOMER INFORMATION:

1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers:

| Multiple Award Schedule | | | |
|-------------------------|----------------|-------------------------------------------------------------|------|
| SIN | State /Local | SIN Description | PSC |
| 541330ENG | | Engineering Services | R425 |
| 541380 | | Testing Laboratory Services | R425 |
| 541420 | | Engineering System Design and Integration Services | R425 |
| 541715 | | Engineering Research and Development and Strategic Planning | R425 |
| 541370GEO | 541370GEOSTLOC | Earth Observations Solutions | DG11 |

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

SINs 541330ENG, 541380, 541420, 541715: Lowest Priced Model Number and Unit Price
3u Cubesat Launch Services - \$226,700.25

SIN 541370GEO: Lowest Priced Model Number and Unit Price
(Government net price based on a unit of one) DigitalGlobe offers a Tiered license pricing model based on annual volume purchases from all USG customers combined. At the time of quotes, DigitalGlobe will provide the best tier pricing level based on total annual USG purchases. The complete tier schedule is available upon request.

Precision3D DTM Attribution Package \$4.28 (Please see below for additional details)

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

Not Applicable

2. **Maximum Order:**

SINs 541330ENG, 541380, 541420, 541715: \$1,000,000.00
SIN 541370GEO: \$500,000

3. **Minimum Order:** \$100.00

4. **Geographic Coverage (delivery Area):**

SINs 541330ENG, 541380, 541420, 541715: Domestic Only
SIN 541370GEO: Domestic and Overseas

5. **Point(s) of production (city, county, and state or foreign country):** Same as company address

6. **Discount from list prices or statement of net price:** Government net prices (discounts already deducted)



7. **Quantity discounts:** Tiered Pricing is available based on volume
8. **Prompt payment terms:** Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions
9. **Foreign items (list items by country of origin):** N/A
- 10a. **Time of Delivery (Contractor insert number of days):**

SINs 541330ENG, 541380, 541420, 541715: Specified on the Task Order
SIN 541370GEO: 30 Days ARO
- 10b. **Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price list that have expedited delivery:** Contact Contractor
- 10c. **Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery:** Contact Contractor
- 10d. **Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery:** Contact Contractor
11. **F.O.B Points(s):** Destination
- 12a. **Ordering Address(es):** Same as Contractor Address
- 12b. **Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3**
13. **Payment address(es):** Same as company address
14. **Warranty provision.:** Contractor’s standard commercial warranty.
15. **Export Packing Charges (if applicable):** N/A
16. **Terms and conditions of rental, maintenance, and repair (if applicable):** N/A
17. **Terms and conditions of installation (if applicable):** N/A
- 18a. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A
- 18b. **Terms and conditions for any other services (if applicable):** N/A
19. **List of service and distribution points (if applicable):** N/A



20. List of participating dealers (if applicable): N/A

21. Preventive maintenance (if applicable): N/A

22a. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants: N/A

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

N/A

23. Unique Entity Identifier (UEI) Number: 789638418

24. Notification regarding registration in System for Award Management (SAM) database: Contractor has an Active Registration in the SAM database.

| SIN(s) Proposed | Support Item | Price-Offered to GSA (including IFF) |
|-----------------------------------------|-------------------------------|--------------------------------------|
| 541330ENG, 541380, 541420, 541715 | 3U Cubesat Launch Services | \$ 226,700.25 |
| 541330ENG, 541380, 541420, 541715 | 6U Cubesat Launch Services | \$ 453,400.50 |
| 541330ENG, 541380, 541420, 541715 | 12 Cubesat Launch Services | \$ 906,801.01 |
| 541330ENG, 541380, 541420, 541715 | 50kg Microsat Launch Services | \$ 1,763,224.18 |
| 541330ENG, 541380, 541420, 541715 | 100kg Minisat Launch Services | \$ 3,526,448.36 |
| 541330ENG, 541380, 541420, 541715 | 150kg Minisat Launch Services | \$ 5,289,672.54 |
| 541330ENG, 541380, 541420, 541715 | 200kg Minisat Launch Services | \$ 6,045,340.05 |
| 541330ENG, 541380, 541420, 541715 | 350kg Minisat Launch Services | \$ 10,579,345.09 |

Service Contract Labor Standards: The Service Contract Labor Standards (SCLS) are applicable to this contract as it applies to the entire Schedule and all services provided. While no specific labor categories have been identified as being subject to SCLS due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS eligible labor categories. If and / or when the contractor adds SCLS labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS matrix identifying the GSA labor category titles, the occupational code, SCLS labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.



Maxar Launch Services

DigitalGlobe Inc., a Maxar company (“Maxar”) has been conducting space launches since 1997, primarily in support of our growing fleet of Earth imaging satellites and has completed seven successful launches to date. With the launch of our WorldView-4 satellite in 2016, Maxar began supporting additional rideshare satellites on our launches to utilize excess launch vehicle performance and payload volume that would otherwise be unused. The WV-4 launch included an additional seven rideshare satellites from a mix of USG customers and was coordinated in conjunction with the National Reconnaissance Office’s (NROs) Office of Space Launch (OSL).

With an ever-expanding fleet of satellites, Maxar continues to support launches with available space for rideshare capacity. With over 20 years of satellite-to-launch vehicle integration experience and a direct investment in each launch, Maxar maintains the utmost commitment to the safety and success of each launch.

Maxar charges a fixed rate for each rideshare satellite based on mass and/or volume. This cost includes the available cargo space on the launch vehicle, an appropriate separation system, spacecraft integration services, a launch safety and hazards assessment, spacecraft environmental test planning support and test report review, manifest coordination, launch separation and collision avoidance analysis support. A full description of services is provided below:

Pre-Launch Reviews and Support

- Finite element model review, model integration, coupled loads analysis
- Manifest coordination
- Launch safety and hazards assessment and any necessary mitigation support
- Missile System Prelaunch Safety Package support
- Spacecraft environmental test planning support and test report review
- Separation system fit-check
- Readiness Reviews

Integration

- Delivery acceptance at integration site
- Provision of cleanroom for post-transport damage assessment and any necessary repairs
- Smallsat fueling coordination, if necessary (may require additional cost)
- Cubesat dispenser or smallsat lightband separation system integration¹

Launch

- Transportation from integration site to the launch site
- Coordination and final launch readiness reviews with launch provider
- Launch separation and collision avoidance analysis support
- Separation confirmation telemetry transmission and Orbital Injection Report

Available Orbits

Maxar current offers two separation orbits for Rideshare:

1. Sun synchronous from Vandenberg Air Force Base, California.

¹ Customer is responsible for pre-integration fueling and pre- or post-integration battery charging, if necessary

2. Mid-inclination from Cape Canaveral Air Force Station, Florida.

Spacecraft Characteristics for Available Rideshare Classes

- (a) Minisats Mass: up to 350 kg² (negotiable)

Stowed Volume: up to 105 x 105 x 130 cm
Separation Interfaces: 24-inch diameter lightband^{3, 4}
Center of Gravity: 89 cm from lightband at 300 kg, 76 cm from lightband at 350 kg
Minimum S/C Natural Frequency = 60 Hz
Quasi Static Acceleration (any direction): limit load 12.0 g, protoflight/qual load 15.6 g
- (b) Microsats Mass: up to 75 kg⁵ (negotiable)

Stowed Volume: up to 50 x 50 x 125 cm
Separation Interfaces: 15-inch diameter lightband^{6, 7} attached to a plate
Center of Gravity: up to 100 cm from lightband
Minimum S/C Natural Frequency = 100 Hz
Quasi Static Acceleration (any direction): limit load 12.0 g, protoflight/qual load 15.6 g
- (c) Cubesats 3 to 12U, released from COTS canister-style dispensers^{7, 8}

Quasi Static Acceleration (any direction): limit load 12.0 g, protoflight/qual load 15.6 g

The above spacecraft characteristics are the classes evaluated for the launch vehicle stack coupled loads analysis. If a spacecraft program with larger values, or a spacecraft between classes, is interested in launching with one of the Maxar missions, a mission specific evaluation will be performed.

Launch Participant Requirements

Rideshare Propulsion: Order of preference is no propulsion capability, electric, green, hydrazine.

Contamination Control Parameters

As both an integration provider and a passenger on our launches, Maxar is dedicated to a “do no harm” policy for all participants in our coordinated launches, therefore we require strict contamination parameters so that each satellite causes no threat to the launch or the other rideshare participants. To insure this, the following cleanliness requirements shall be met.

All rideshare hardware shall be cleaned and packaged to levels compatible with the below cleanroom environments prior to delivery.

Out-Gassing: All non-metal materials used shall meet the out-gassing requirements of 1% total mass loss and 0.1% (of total mass) collected volatile condensable materials when tested in accordance with American Society for Testing and Materials E595 or its equivalent.

² Includes the upper assembly mass (separating half) of the separation system (for example, 0.67 kg for the 15-inch Planetary Systems Corporation Mark II Motorized Lightband and 1.10 kg for the equivalent 24-inch Lightband)

³ Nominally the Planetary Systems Corporation Mark II Motorized Lightband.

⁴ DigitalGlobe will provide the separation system or dispenser, as applicable, pending definition of interfaces.



Molecular Cleanliness: less than 1 mg/0.1 m² of non-volatile residues which corresponds with IEST-STD-CC1246E, Level A

Particulate Cleanliness: IEST-STD-CC1246E, Level 500 or less

Airborne Particulate Cleanliness: ISO 14644-1, Class 8 (equivalent to Class 100,000 in FED-STD-209),

Launch Flight Environment Parameters

The majority of launch flight environments for rideshare spacecraft will be enveloped by the maximum levels provided in Attachment (8): SpaceX Falcon 9 Launch Vehicle Payload User's Guide Revision 2.

Fundamental Mode Stiffness: as listed above, natural frequency >60 Hz for Minisats and >100 Hz for Microsats.

Design Load Factors: as listed above, quasi static acceleration (any direction): limit load 12.0g, protoflight/qual load 15.6g

Sine Vibration: per Payload User's Guide

Acoustic: Rideshare spacecraft shall be designed for acoustics as specified in the following table.

| Center Frequency [Hz] | Sound Pressure Level, Acceptance (1/3 Octave) |
|-----------------------|-----------------------------------------------|
| 25 | 120.6 |
| 31.5 | 123 |
| 40 | 128.2 |
| 50 | 128.5 |
| 63 | 130 |
| 80 | 131.6 |
| 100 | 132.4 |
| 125 | 131.6 |
| 160 | 132.1 |
| 200 | 133 |
| 250 | 134 |
| 315 | 133 |
| 400 | 131 |
| 500 | 129 |
| 630 | 127 |
| 800 | 125 |
| 1,000 | 122 |
| 1,250 | 121 |
| 1,600 | 120 |
| 2,000 | 119 |
| 2,500 | 118 |
| 3,150 | 117 |
| 4,000 | 115 |

| | |
|------------|------------|
| 5,000 | 114 |
| 6,300 | 113 |
| 8,000 | 111 |
| 10,000 | 110.5 |
| OASPL (dB) | 142.8 |
| Duration | 60 seconds |

Random Vibration: Rideshare spacecraft shall be designed to the launch vehicle random environment as specified in the following table.

| Frequency (Hz) | Falcon 9 top-of-PAF Vibration MPE (g) | Falcon 9 top-of-PAF MPE Equivalent SRS (G-Peak, Q=10) |
|----------------|---------------------------------------|-------------------------------------------------------|
| 20 | 0.0044 | 4.42 |
| 100 | 0.0044 | 10.96 |
| 300 | 0.0126 | 34.08 |
| 600 | 0.0126 | 49.87 |
| 800 | 0.06 | 127.38 |
| 1,150 | 0.06 | 155.27 |
| 1,350 | 0.02 | 95.84 |
| 2,000 | 0.02 | 121.12 |
| GRMS | 7.25 | |
| Duration | 60 seconds | |

Shock:

| Frequency (Hz) | LV-Induced Shock Spec (g) |
|----------------|---------------------------|
| 100 | 30 |
| 450 | 300 |
| 10,000 | 300 |

Launch Vehicle Radiated Emissions: per Payload User's Guide

Launch Vehicle Radiated Susceptibility: per Payload User's Guide

WorldView Legion RF compatibility: no RF transmission until at least 10 minutes (TBC) after separation. Frequency restrictions to be negotiated with Maxar to preclude interference.

Payload Fairing Internal Pressure: per Payload User's Guide

Temperature Exposure during Flight: per Payload User's Guide

Free Molecular Heating: per Payload User's Guide



Separation Plane Resistance: When mated to dispenser, rideshare spacecraft separation surfaces shall demonstrate a bonding resistance measurement of less than 10 mOhm for a current of 10 mAmp between the spacecraft and the dispenser.

Launch Dispenser Integration

Nominally, all rideshare spacecraft shall be powered off from prior to spacecraft integration, continue in a powered off state for the remainder of the launch campaign and through the launch itself, until TBD seconds after the spacecraft separation event has been completed.

The total duration in a powered off state could be as long as three months.

Any rideshare spacecraft requirements for post-integration access, battery charging and/or a requirement to be powered on at the time of launch will be considered on a case-by-case basis.

Post-Integration Storage Environment

Temperature Range: 70 +/-5 degrees F

Humidity Range: 50% +/-15%

Airborne Particulate Cleanliness: ISO 14644-1, Class 8 (equivalent to Class 100,000 in FED-STD-209), post-encapsulation ISO 14644-1, Class 7 (equivalent to Class 10,000)

Range Safety: Spacecraft providers shall submit a Missile System Prelaunch Safety Package documenting compatibility with Air Force Space Command Manual 91-710, Range Safety User Requirements.

Licensing: Spacecraft providers shall be responsible for obtaining their own operating license(s) from the Federal Communications Commission and other government agencies, as required.

Mass Simulator: Spacecraft providers shall deliver a mass simulator in the event that any spacecraft cannot launch for any reason.



**GSA APPROVED PRICELIST
SIN 541370GEO**

| SIN | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | License | GSA OFFER PRICE (inclusive of the .75% IFF) |
|-----------|-----------------------------------------|-------------------------------------------------------------------------------------------|-----|---------------------|---------------------------------------------|
| 541370GEO | Precision3D Digital Surface Model (DSM) | Digital Surface Elevation Model -DSM (0.5M Resolution) Volume 1,000 - 199,999 | km2 | Single Organization | \$20.15 |
| 541370GEO | Precision3D True Ortho | Orthorectified Image Map - True Ortho (0.5M Resolution) Volume 1,000 - 199,999 | km2 | Single Organization | \$16.12 |
| 541370GEO | Precision3D Point Cloud | 3D Point Cloud (0.5M Resolution) Volume 1,000 - 199,999 | km2 | Single Organization | \$28.21 |
| 541370GEO | Precision3D 3D Surface Model | 3D Surface Model (0.5M Resolution) Volume 1,000 - 199,999 | km2 | Single Organization | \$32.24 |
| 541370GEO | Precision3D Digital Terrain Model (DTM) | Digital Terrain Elevation Model - DTM (0.5M Resolution) Volume 1,000 - 199,999 | km2 | Single Organization | \$31.74 |
| 541370GEO | Precision3D Elevation Bundle | DSM + DTM (0.5 M Resolution) Volume 1,000 - 199,999 | km2 | Single Organization | \$38.54 |
| 541370GEO | Precision3D 3D Surface Bundle | 3D+DSM+True Ortho (0.5M Resolution) Volume 1,000 - 199,999 | km2 | Single Organization | \$38.54 |
| 541370GEO | Precision3D USG Package | 3D+DSM+Point Cloud+True Ortho (0.5M Resolution) Volume 1,000 - 199,999 | km2 | Single Organization | \$38.54 |
| 541370GEO | Precision3D Digital Surface Model (DSM) | Digital Surface Elevation Model -DSM (0.5M Resolution) Volume 1,000 - 199,999 | km2 | License Sharing | \$24.69 |
| 541370GEO | Precision3D True Ortho | Orthorectified Image Map - True Ortho (0.5M Resolution) Volume 1,000 - 199,999 | km2 | License Sharing | \$19.75 |
| 541370GEO | Precision3D Point Cloud | 3D Point Cloud (0.5M Resolution) Volume 1,000 - 199,999 | km2 | License Sharing | \$34.56 |
| 541370GEO | Precision3D 3D Surface Model | 3D Surface Model (0.5M Resolution) Volume 1,000 - 199,999 | km2 | License Sharing | \$39.50 |
| 541370GEO | Precision3D Digital Terrain Model (DTM) | Digital Terrain Elevation Model - DTM (0.5M Resolution) Volume 1,000 - 199,999 | km2 | License Sharing | \$34.56 |
| 541370GEO | Precision3D Elevation Bundle | DSM + DTM (0.5 M Resolution) Volume 1,000 - 199,999 | km2 | License Sharing | \$44.43 |
| 541370GEO | Precision3D 3D Surface Bundle | 3D+DSM+True Ortho (0.5M Resolution) Volume 1,000 - 199,999 | km2 | License Sharing | \$44.43 |
| 541370GEO | Precision3D USG Package | 3D+DSM+Point Cloud+True Ortho (0.5M Resolution) Volume 1,000 - 199,999 | km2 | License Sharing | \$44.43 |
| 541370GEO | Precision3D DTM Attribution Package | Automated DTM Classification Layers plus Textured Building Vectors Volume 1,000 - 199,999 | km2 | Single Organization | \$4.28 |
| 541370GEO | Precision3D DTM Attribution Package | Automated DTM Classification Layers plus Textured Building Vectors Volume 1,000 - 199,999 | km2 | License Sharing | \$4.94 |

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AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD

OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733.

FURTHERMORE,

THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO

Vricon, Inc.

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EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 52.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 52.21572 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

10. Termination

Termination may be made in accordance with the GSA Schedule contract. Upon termination or expiration of the license, Licensee will (i) stop all use of each Product; (ii) permanently delete all Products from all devices and systems and destroy any copies on disk; and (iii) within ten (10) days following termination or **Vricon, Inc.** expiration, certify to Vricon in writing that all copies of all Products have been deleted or destroyed. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

11. General Terms

- 11.1 GOVERNMENT AUTHORIZATION. Licensee is responsible for compliance with all applicable foreign and national export control restrictions such as laws, regulations, authorizations, exemptions and/or end user undertakings applicable to export controlled products and associated technical data and technical assistance. Licensee shall furthermore not grant unauthorized digital access to export controlled products, technical data and technical assistance. Unauthorized access includes making available decryption keys or passwords that enable access to export controlled products or technical data. Licensee shall not export, verbally or physically, export controlled products, technical data and technical assistance in violation of any applicable laws, regulations, authorizations or end user undertakings.
- 11.2 This Agreement, together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders, constitutes the entire understanding and agreement of the parties. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on Licensee's Purchase Order.
- 11.3 ASSIGNMENT. Licensee may not transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of Vricon. Any attempted assignment or transfer in violation of this Clause 11.3 will be null and void. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- 11.4 AMENDMENT. This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both parties.
- 11.5 WAIVER. The failure or delay by a party to require performance of any provision of this Agreement does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
- 11.6 SEVERABILITY. If any provision of this Agreement is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.
- 11.7 COMPLIANCE WITH LAWS. Licensee is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, the 1997 OECD Convention on Combating Bribery of Foreign Government Officials, the 2003 United Nations Convention Against Corruption and the Foreign Corrupt Practices Act of the United States of America.

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- 11.8 NOTICES. All notices of termination or breach must be in writing, in English. The email address for notices sent to Vricon is info@vricon.com. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.
- 11.9 GOVERNING LAW AND DISPUTE RESOLUTION. All matters arising out of or relating to this Agreement will be governed by and construed under the laws of the United States without reference to conflicts of law principles. Jurisdiction of and venue for any disputes will be determined by the applicable federal statute. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12. Definitions

“Affiliate” means any legal entity controlling, controlled by or under common control with Vricon, Inc.,

where “control” means (a) the ownership of more than fifty percent (50%) of the equity or beneficial interest of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such entity by any means.

“**Agreement**” means this end user license agreement, incorporating each related Confirmation.

“**Authorized Distributor**” means a distributor authorized by Vricon to resell and distribute licenses to use Vricon’s Products.

“**Authorized User**” means an employee or Consultant that is authorized by Licensee to use the Product(s).

“**Confirmation**” means Vricon’s or any Authorized Distributor’s written confirmation to Licensee of ordered Product(s).

“**Consultant**” means an individual contracted by Licensee, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Licensee.

“**Consumer Market**” means all individuals and all households that purchase goods and services for personal use and includes all products and services designed for the general consumer.

“**Contractor**” means an entity acting on behalf of, and under direct contract with, Licensee.

“**Defense and Intelligence Purposes**” means use by a governmental agency or other Licensee for military, defense and/or intelligence purposes.

“**Documentation**” shall mean the written, digital or otherwise submitted technical and/or user documentation in relation to a Product that may be provided to Licensee by Vricon or an Authorized Distributor.

“**Intellectual Property Rights**” means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, technology, methods, processes, information and technology.

“**Internal Operations**” means utilization of Products solely for the internal operations of Licensee; provided that no such utilization is permitted in respect of the Consumer Market.

“**License Fee**” means the aggregate amount to be paid by Licensee to Vricon or an Authorized Distributor for the right to use the Product(s).

“**Licensed Data**” means the data product originating from and provided by Vricon, as well as data generated in connection with usage of software, hardware or a combination of software and hardware originating from Vricon and delivered by Vricon or an Authorized Distributor to Licensee pursuant to this Agreement, including, without limitation, 3D models, imagery, elevation, vector, attribute, or other data, or related documentation, information, or content. Licensed Data includes any future version and/or specific adaptation of the original Licensed Data if originating from Vricon and if and when purchased separately by Licensee.

“**Licensed Program**” means each computer software product identified by title version number in a Confirmation in object code format and delivered by Vricon or an Authorized Distributor to Licensee pursuant to this Agreement. Licensed Program includes any future version and specific adaptation of the original Licensed Program if and when purchased separately by Licensee.

“**Product**” means Licensed Data and/or a Licensed Program.

“**Specification**” means, unless a particular specification has otherwise been agreed upon in writing between Vricon or an Authorized Distributor and Licensee and specifically referred to as the Specification, the technical and functional description(s) of each Product as described or referred to in Documentation and/or a Confirmation.

“**Term**” means that period of time that Licensee is entitled to use each Product under this Agreement.

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“Third Party” means any individual or legal entity other than Vricon, Vricon’s Affiliates, and Licensee.

VRICON USG END USER LICENSE AGREEMENT

Document Number: OPV-2016.10.17.01

Release Date: 2016-10-17

This end user license agreement (together with all applicable Confirmations, as defined below, this “Agreement”) is made between Vricon, Inc. or the Affiliate or Authorized Distributor that provides the applicable Confirmation (“Vricon”) and you, an Ordering Activity, which is an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (“Licensee”). Capitalized terms used in this Agreement and not defined above have the meanings assigned in Clause 12.

Licensee has ordered or otherwise expressed an interest in obtaining a license in respect of one or more of Vricon’s Products. Vricon is willing to provide Licensee with a license to those Products described in one or more Confirmations or otherwise provided to Licensee in connection with this Agreement. This Agreement is a contract with Licensee and becomes effective when signed by the appropriate Contracting Officer. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this Agreement as a term of the contract. This Agreement shall bind Licensee, subject to federal law. If you are entering into this

Agreement on behalf of a company, other legal entity or government agency, you represent that you have the authority to bind that entity to the terms and conditions of this Agreement.

1. Grant of License

Unless otherwise specifically acknowledged in a Confirmation, subject to Licensee’s compliance with the terms and conditions of this Agreement, and in consideration of and subject to full and timely payment by Licensee to Vricon or an Authorized Distributor of the License Fee and any other agreed fees and amounts in accordance with the Confirmation(s) or otherwise, Vricon grants to Licensee a non-exclusive, non-transferable, non-assignable, limited license to allow an unlimited number of its Authorized Users to use each Product only for Licensee’s Internal Operations.

2. Sublicense Rights

Licensee may sublicense to Group Members the same rights granted to Licensee in Clause 1 above. Accordingly, each Group Member and its Authorized Users may exercise the rights granted in Clause 1 for its own Internal Operations. Licensee will ensure that each Group Member complies with the terms of this License and is responsible and liable for all acts and omissions of Group Members relating to the Products or any violation of the terms of this License; a breach of the terms of this License by a Group Member or any of its Authorized Users is deemed to be a breach by Licensee.

3. Restrictions

3.1 Licensee acknowledges and agrees that each Product is the property of Vricon and contains valuable assets and proprietary information of Vricon and its Affiliates. Accordingly, except as expressly permitted in Clause 1 and 2 above, Licensee will not, and will not permit any Group Member or Authorized User to:

- a) Distribute, sublicense, rent, sell, lease or loan any Product to any Third Party;
- b) Distribute, display, or in any way make any Product available to the general public;
- c) Use any Product for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;

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- d) Remove, bypass or circumvent any electronic or other form of protection measure included on, in, or with any Product;
- e) Delete, alter, cover, obscure, distort, or remove any copyright or trademark notice, copyright or trademark management information, or proprietary legend contained in or on any Product; or
- f) Otherwise use, modify (except modification of Licensed Data strictly for Licensee's Internal Operations), access or reverse-engineer any Product for any purpose not expressly permitted under this Agreement, including specifically, but without limitation, for the Consumer Market.

3.2 Licensee acknowledges that all right, title and interest in and to each Product, including all corrections, enhancements, or other modifications, and all Intellectual Property Rights thereto and therein, are the sole and exclusive property of Vricon or its Affiliates or suppliers, as applicable. All rights not expressly granted to Licensee in this Agreement are reserved by Vricon. Licensee will ensure that all copyright or trademark notices, copyright or trademark management information, and/or proprietary legend contained in or on the Product are reproduced on all copies of each Product.

4. License Fee

The License Fee for each Product is set forth in the applicable Confirmation. The permitted number of the Authorized Users is unlimited unless otherwise set forth in the Confirmation.

5. License Duration

The term of the license granted to Licensee for each Product will begin upon delivery of the Product to Licensee or Authorized Distributor, whichever occurs first, and will continue perpetually unless otherwise set forth in the Confirmation or unless terminated as set forth in Clause 10 below.

6. Audit

6.1 Vricon has the right to perform an audit to the extent necessary for Vricon to determine Licensee's compliance with this Agreement and the licenses granted hereunder. Licensee undertakes to cooperate and provide assistance and access to the information needed to complete the audit, including granting Vricon's designated auditors access to the business location(s), books and records, employees and/or Contractors pertaining to or involved with Licensee's use of each Product, including Group Members.

Such audits will: (a) be conducted only after a minimum of thirty (30) days prior written notice by Vricon to Licensee; (b) be conducted no more than once per calendar year; (c) be limited to a three (3) year audit period unless non-compliant findings are noted, in which case the audit period shall be expanded as appropriate in Vricon's reasonable opinion; (d) be conducted during reasonable business hours; (e) be subject to reasonable confidentiality requirements, (f) be consistent with all security measures of the Licensee; and (g) be at Vricon's expense.

6.2 If an audit results in a finding of non-compliance, Vricon may invoice additional license fees based on the standard Vricon fees in effect at the time of the original license grant.

7. Indemnification

7.1 Intentionally left blank.

7.2 Vricon shall indemnify and hold harmless Licensee from and against any and all claims, damages and losses incurred as a result of any claim brought against the Licensee based on the allegation that the use, of the Licensee constitutes an infringement of any Intellectual Property Rights; provided that Licensee promptly notifies Vricon in writing of any such claim and does not oppose Vricon's attempt to intervene at Vricon's own expense and with its own counsel.

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- 7.3 In the event that the Products are held to constitute an infringement or their further use is enjoined, Vricon shall promptly, at its own expense and option, either: (i) procure for Licensee the right to continue the use of such Products; or (ii) replace or modify the same with non-infringing products without detracting from the function and performance of the Products, or (iii) where the foregoing options are not reasonably available take back the infringing Products and refund the relevant License Fee payments hereunder.

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8. Limited Warranty and Disclaimer

- 8.1 Vricon warrants to Licensee only that each Product, as delivered by Vricon, will comply in all material respects with this Agreement and the applicable Specification. Vricon's sole obligation and Licensee's exclusive remedy for a breach of this warranty is for Vricon, at its option and expense, to: (i) repair, modify, or replace the non-conforming Product; or (ii) refund all fees paid by Licensee for the non-conforming Product. Any claim under this limited warranty must be made within thirty (30) days after delivery of the non-compliant Product to Licensee. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication or modification of or to the Product by any party other than Vricon, or from any breach by Licensee of this Agreement.
- 8.2 EXCEPT AS EXPRESSLY WARRANTED IN CLAUSE 8.1, EACH PRODUCT IS PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION, CONTENT OR RESULTS, OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. VRICON DOES NOT WARRANT THAT ITS PRODUCT WILL BE ACCURATE, CURRENT OR COMPLETE, THAT EACH PRODUCT WILL MEET LICENSEE'S NEEDS OR EXPECTATIONS, OR THAT THE OPERATION OF EACH PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED OR WARRANTED. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

9. Limitation of Liability

IN NO EVENT WILL VRICON OR ANY AFFILIATE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, DEATH OF OR INJURY TO ANY PERSON WHOMSOEVER, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOOD WILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

IN NO EVENT WILL THE TOTAL LIABILITY OF VRICON AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH VRICON'S PRODUCTS EXCEED THE FEES PAID BY LICENSEE FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY OTHER TORTS AND STATUTORY CLAIMS. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.21572 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

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accrued on or before the effective date of the termination or expiration.

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- 11.2 This Agreement, together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders, constitutes the entire understanding and agreement of the parties. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on Licensee's Purchase Order.
- 11.3 **ASSIGNMENT.** Licensee may not transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of Vricon. Any attempted assignment or transfer in violation of this Clause 11.3 will be null and void. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
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“Documentation” shall mean the written, digital or otherwise submitted technical and/or user documentation in relation to a Product that may be provided to Licensee by Vricon or an Authorized Distributor.

“Group” means Licensee, any Contractor, and all Group Members.

“Group Member” means the U.S. Department of Defense (“DoD”), one of the member agencies under the U.S. Director of National Intelligence (“DNI”), or a counterpart of the DoD or the DNI in the United Kingdom, Canada, Australia, or New Zealand, to which Licensee sublicenses the Products as permitted in Clause 2 above.

“Group Member” means all U.S. Federal Agencies and Departments. Additionally, U.S. Department of Defense (“DoD”) and member agencies under the U.S. Director of National Intelligence (“DNI”) may sublicense to a counterpart of the DoD or the DNI in the United Kingdom, Canada, Australia, or New Zealand – together known as “FVEY” – to which Licensee sublicenses the Products as permitted in Clause 2 above.

“Intellectual Property Rights” means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, technology, methods, processes, information and technology.

“Internal Operations” means utilization of Products solely for the internal operations of Licensee or a Group Member, as applicable; provided that no such utilization is permitted in respect of the Consumer Market.

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