

**Supplement G****RIO Licensed Software (Usage Rights)**

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.

**1. Definitions.** As used in this Supplement, the following defined terms have the following meaning:

“**Activation Device**” means either a container or virtual machine provided by us to you in order to activate the RIO Licensed Software on the applicable RCGS.

“**Number of Licensed Copies**” means the number of copies of the RIO Licensed Software for which you have paid us the applicable license fee as set forth in the Order Agreement. One licensed copy of the RIO Licensed Software is required for each RCGS installed or interacting with the RIO Licensed Software.

“**Remote Customer Ground Station**” or “**RCGS**” is the terminal containing your remote antenna on which the RIO Licensed Software will be installed to enable the RCGS to communicate with our Satellites.

“**RIO Licensed Software**” means the version of the software indicated on your Order Agreement, comprising of our owned object code and source code that (i) processes our images from our Satellites and (ii) decrypts Satellite images and metadata at a local terminal.

**2. License Grant.** Subject to the terms and conditions of the Order Agreement, including the payment of all applicable license fees, we grant to you and your Licensed Users a worldwide, nonexclusive, nontransferable (except as provided in the Order Agreement), fully-paid, non-sublicensable, perpetual license to: (i) install, configure and use one copy of the object code version of the RIO Licensed Software on each RCGS identified in the Order Agreement, for which you purchased the applicable Number of Licensed Copies, and to make a reasonable number of copies for backup or maintenance purposes, and You acknowledge that to achieve full functionality, the RIO Licensed Software requires access to the Platform, a direct downlink data plan from us, and our imagery. See Supplement F and the General Terms for access and use rights to the Platform, Imagery Products and other Licensed Materials, including API Materials.

**3. Delivery and Activation Devices.** Unless otherwise agreed in an Order Agreement, we will either, at our option, (i) install the RIO Licensed Software on the applicable RCGSs on an agreed-upon installation date, provided you grant our personnel physical access to the RCGSs or (ii) enable you to electronically download the RIO Licensed Software and necessary Activation Device for you to install the RIO Licensed Software at approved RCGSs reflective of the Number of Licensed Copies purchased.

**4. License Usage Report.** You will track the installation and usage of the RIO Licensed Software. Within 30 days of our written request, which will occur no more than once per year, you will deliver to us a report attesting that the number of licensed copies of the RIO Licensed Software installed on RCGSs complies with the Number of Licensed Copies purchased. In the event you have installed more copies than the Number of Licensed Copies, you will promptly pay us the applicable license fees for such additional copies of the RIO Licensed Software.

**5. Services.** Subject to your payment obligation, we will provide the professional services and product support services specified in the Order Agreement. Standard product support services include periodic maintenance updates. We may from time to time offer additional functionality, modules or upgrades for an additional fee, in which case you may not use such upgrades unless you have acquired such right as part of your support services, or you separately pay for it.