

**DIGITALGLOBE, INC.**  
**PROMOTIONAL CODE TERMS AND CONDITIONS FOR ENGAGE 2018 (LONDON)**

These Promotional Code Terms and Conditions for ENGAGE 2018 (London) (this “Agreement”) govern your use and Redemption of Promotional Codes issued by DigitalGlobe, Inc., a Delaware corporation located at 1300 W. 120th Avenue, Westminster, Colorado, United States, 80234 (“DigitalGlobe”), at or during ENGAGE 2018 (London). This Agreement is between you (the recipient of the Promotional Code) and DigitalGlobe. By using or Redeeming a Promotional Code, you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, do not use or Redeem a Promotional Code.

### 1. Definitions

- 1.1 “**Credit**” means the total amount expressed in U.S. dollars that can be applied to reduce a payment owed to DigitalGlobe pursuant to a Promotional Code Offer.
- 1.2 “**Eligible Products**” means products and/or services created or provided by DigitalGlobe that can be purchased or licensed, in whole or in part, using Credit pursuant to a Promotional Code Offer.
- 1.3 “**ENGAGE 2018 (London)**” refers to the ENGAGE 2018 event developed and organized by DigitalGlobe in London, UK on or around April 10-11, 2018.
- 1.4 “**Promotional Code Offer**” means the Credit, Eligible Products, and Expiration Date associated with each type of Promotional Code.
- 1.5 “**Promotional Code**” means a code or similar identifier provided by DigitalGlobe, owned by DigitalGlobe, and expressly labeled or referred to as a “Promotional Code” by DigitalGlobe. Promotional Codes are not gift cards and cannot be purchased, prepaid, transferred, or assigned.
- 1.6 “**Redeem**” means the act of exchanging a Promotional Code for Credit.

### 2. Redeeming a Promotional Code

- 2.1 DigitalGlobe, in its sole discretion, issues Promotional Codes at no cost to recipients. You do not have to pay a fee to receive, or to be eligible to receive, a Promotional Code. Promotional Codes are not purchased and are not issued as part of any sweepstakes, lottery, or gift card program.
- 2.2 Subject to the terms and conditions of this Agreement, you can Redeem a valid Promotional Code in exchange for Credit towards purchasing Eligible Products.
- 2.3 The amount of the Credit and the Eligible Products will be determined by the Promotional Code Offer.
- 2.4 You must Redeem a Promotional Code by providing the Promotional Code to DigitalGlobe at the time you place an order for Eligible Products. Any order placed without referencing the Promotional Code will be invoiced according to standard pricing and no Credit or portion thereof will be applied.
- 2.5 The Promotional Code Offer is only valid for future purchases, and cannot be retroactively applied to products or services that have already been purchased, ordered, or received.
- 2.6 You are responsible for keeping Promotional Codes secure. Lost, stolen, or damaged Promotional Codes will not be replaced or refunded.

### 3. Promotional Code Offer Terms

- 3.1 **ENGAGE 2018 (London).** For Promotional Codes issued at ENGAGE 2018 (London), the following Promotional Code Offer terms apply to the extent permitted by applicable law:

Amount of Credit:	USD \$10,000.00
Eligible Products:	DigitalGlobe’s System-Ready (Basic), System-Ready (Basic Stereo), View-Ready (Standard) 2A, View-Ready (Standard) OR2A, View-Ready (Standard Stereo), Map-Ready (Ortho) Imagery Products available in DigitalGlobe’s archives.
Expiration Date:	November 30, 2018

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**4. No Right to Purchase**

- 4.1 **No Right to Purchase Eligible Products.** Nothing in this Agreement gives you a right to purchase a specific product or service from DigitalGlobe.
- 4.2 **No Guarantee.** Promotional Code Offers do not guarantee that you will receive or have the opportunity to license or purchase a specific product or service.
- a. DigitalGlobe reserves the right to cancel or withdraw the Promotional Code Offer at any time.
  - b. DigitalGlobe reserves the right to discontinue or modify any product or service, including any Eligible Product, at any time.
- 4.3 **Legal Compliance.** DigitalGlobe's Promotional Code Offers are conditioned on compliance with applicable laws and regulations, including export and import control regulations, as set forth in the applicable license and product terms. If applicable laws and/or regulations prohibit DigitalGlobe from selling or licensing Eligible Products to you, DigitalGlobe has no obligation to refund the Credit or apply your Credit towards the purchase of any other products or services.

**5. Validity and Expiration**

- 5.1 **Limited Time Offer.** All Promotional Code Offers are limited time offers.
- 5.2 **Validity.** Promotional Codes are not valid, and cannot be Redeemed, unless you (i) comply with all Use Restrictions and (ii) Redeem the Promotional Code on or before the Expiration Date. You waive any and all claims to Credit if you do not comply with all Use Restrictions.
- 5.3 **Effect of Expiration.** Promotional Codes become invalid, and Promotional Code Offers will be withdrawn, after 11:59 PM Mountain Standard Time (MST) on the Expiration Date.
- a. DigitalGlobe will incur no liability or obligation to you if you fail to Redeem a Promotional Code on or before the Expiration Date.
  - b. If you Redeem a Promotional Code, but do not use the entire Credit balance before the Expiration Date, any remaining Credit balance after the Expiration Date will be forfeited and cannot be applied to later purchases of Eligible Products.

**6. Use Restrictions**

- 6.1 **NO CUMULATIVE DISCOUNTS OR COMBINATIONS.** RESELLER DISCOUNTS CANNOT BE USED IN ADDITION TO CREDIT AND CREDIT CANNOT BE APPLIED TO DISCOUNTED PURCHASES. If you Redeem a Promotional Code and receive Credit, that Credit cannot be combined with any other credits, promotions, discounts, coupons, or price reductions (in any form) towards the purchase of Eligible Products. Credit can only be used to offset amounts owed on standard prices for Eligible Products, and cannot be used to offset amounts owed on discounted prices. Credits received under different Promotional Code Offers are not cumulative and cannot be combined even if they are directed to the same Eligible Products.
- 6.2 **Multiple Transactions.** You can spread Credit across multiple transactions for the purchase of Eligible Products. The entire Credit balance does not need to be used in a single transaction. However, in no event will the cumulative value of Credit applied to your purchases of Eligible Products exceed the Credit amount specified in the Promotional Code Offer.
- 6.3 **Not Refundable.** Promotional Codes and Credit will not be refunded, except as required by law. You cannot exchange Credit for cash. Credit can only be applied to reduce amounts owed to DigitalGlobe on purchases of Eligible Products prior to payment. If you return or reject an Eligible Product that was purchased at least in part with Credit, DigitalGlobe has no obligation to refund the amount of Credit you used towards reducing the price of that purchase.

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- 6.4 **Not for Resale; Nontransferable.** You cannot sell or transfer Promotional Codes. If you attempt to sell or transfer a Promotional Code, the Promotional Code immediately becomes invalid and the Promotional Code Offer immediately withdrawn.
- 6.5 **One Offer Per Person.** Promotional Codes can only be Redeemed once and only for the benefit of one person or one entity. You can only receive Credit from a given Promotional Code Offer once. You cannot Redeem multiple Promotional Codes associated with the same Promotional Code Offer, and attempting to do so will render invalid each additional Promotional Code.
- 6.6 **Credit Not Applicable to Taxes, S&H, or Other Fees.** Credit cannot be used to offset payment of taxes, shipping and handling costs, import or export license fees, or other costs not included in the standard price of Eligible Products.
- 6.7 **Fraud Invalidates Credit.** Any act of fraud or misrepresentation by you at any time in any interaction with DigitalGlobe will immediately invalidate all Promotion Codes and Credit you have received, without prejudice to any other remedies available to DigitalGlobe.

**7. No Effect On Licenses or Other Agreements**

- 7.1 **Eligible Products Subject to Reseller Agreement.** Eligible Products purchased or licensed using Credit, in whole or in part, are purchased or licensed subject to your Reseller Agreement with DigitalGlobe. This Agreement does not alter, modify, amend, replace, supplant, supersede, or change the interpretation of your Reseller Agreement or any other license, agreement, or contract between you and DigitalGlobe, or between you and any authorized DigitalGlobe reseller or sales agent

**8. Miscellaneous**

- 8.1 **Assignment.** You cannot assign this Agreement and you cannot assign any Credit that you receive. DigitalGlobe reserves the right to assign its rights and obligations under this Agreement.
- 8.2 **Choice of Law.** This Agreement will be interpreted according to the laws of the State of New York of the United States of America.
- 8.3 **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.