Annotation License Agreement.

This Annotation License Agreement (the “Agreement”) constitutes a legally binding agreement between Facebook, Inc, and you (“Participant”). By selecting “I Accept” upon your registration, or downloading, accessing or using the Facebook produced annotations that correspond to the “Products” licensed by Digital Globe under that certain “Internal Use License” provided in conjunction with the competition sponsored by Deep Globe (the “Competition”) and described on this website (the “Annotation(s)”), you are accepting and agreeing to be bound by this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to the terms and conditions of this Agreement.

1. Subject to Participant’s compliance with this Agreement, Facebook hereby grants to Participant a non-exclusive, non-transferable, limited license to (a) use the Annotations solely for Participant’s internal use in conjunction with the Products and the Competition; and (b) to store, access, reproduce and display the Annotations and permitted Derivatives solely for Participant’s Internal Use. In addition, Participant may display an extract of the Annotation on a public website in a non-extractable and non-downloadable manner. The term of the license set forth in this Section 1 shall commence on the date that you click “I Accept” (or the date that you access the Annotations), whichever occurs first and shall expire on July 31, 2019.

2. Participant acknowledges and agrees that the Annotations are the property of Facebook. Licensee will not, and will not permit any third party to: (a) distribute, sublicense, rent, sell, lease or loan the Annotation; (b) use the Annotations for commercial purposes, including without limitation, providing services to any third party; (c) alter obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Annotations.

3. All right, title and interest in and to the Annotations and all intellectual property rights therein are the sole and exclusive property of Facebook and its suppliers, as applicable. All rights not expressly granted to Participant in this Agreement are reserved by Facebook.

4. Participant will defend, indemnify and hold Facebook harmless from and against any and all claims that may arise against Facebook out of Participant’s use of the Annotations, including a violation by Participant of the terms and conditions of this Agreement.

5. THE ANNOTATIONS ARE 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, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION, CONTENT OR RESULTS, OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. FACEBOOK DOES NOT WARRANT THAT THE ANNOTATIONS WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE ANNOTATIONS WILL
MEET PARTICIPANTS NEEDS OR EXPECTATIONS OR THAT THE OPERATION OF THE ANNOTATIONS WILL BE ERROR FREE OR UNINTERRUPTED. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.

6. IN NO EVENT WILL FACEBOOK 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, 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 CLAIMS AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF HIS LICENSE AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

7. IN NO EVENT WILL FACEBOOK’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE LABELS, THIS AGREEMENT OR BOTH, EXCEED ONE HUNDRED DOLLARS ($100). 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 OTHER TORTS AND STATUTORY CLAIMS.

8. Facebook may terminate this Agreement upon five (5) days written notice to Participant. Upon such termination, Participant shall cease all use of the Annotatations. Excluding Section 1, upon the termination or expiration of this Agreement all other provisions and definitions under this Agreement shall survive.

9. If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired.

10. Nothing in this Agreement creates, implies or evidences any partnership or joint venture between us and you. Neither Participant nor Participant will have the power to bind the other or incur obligations on the other’s behalf without prior written consent.

11. No failure of either us or you to exercise any power or right given either hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of us or you at variance with the terms hereof shall constitute a waiver of right to demand exact compliance with the terms of this Agreement.

12. This Agreement constitutes the entire agreement between Facebook and Participant in relation to the challenge and supersedes all previous or contemporaneous agreements between Facebook and Participant relating to its subject matter.