

## **Synspective SAR Data END USER License Agreement**

This Synspective SAR Data END USER License Agreement (this “**EULA**”) sets forth the terms and conditions regarding the data owned by Synspective Inc. (the “**Company**”) that is image data acquired by the Company’s satellite to which the Company has added processing or editing (the “**Data**”). This EULA shall apply to any matters in the use of the Data between a person who consents to this EULA and uses the Data pursuant to this EULA (as defined below) and the Company, and the End User shall be deemed to have consented to all terms and conditions of this EULA as of when the End User starts using the Data.

### **Article 1 (Purpose and Application)**

1. This EULA is formed, as of when the End User starts using the Data, between the End User and the Company regarding the use of the Data by the End User.
2. “End User” means a person, business, NPO, NGO, agency, or legal entity, at the same address as where the Data is provided, which properly authorized by the Company by sending its designated purchase order or its equivalent.
3. In addition to setting forth the license to use the Data in this EULA, the Company may stipulate various individual regulations concerning the Data (the “**Individual Regulations**”). In this case, the Individual Regulations shall constitute a part of this EULA, and the End User shall comply with the provisions of the Individual Regulations.
4. If the provisions of this EULA conflict with the provisions of the Individual Regulations, the provisions of the Individual Regulations shall prevail unless otherwise agreed between the Company and the End User.

### **Article 2 (Amendments to this EULA)**

The Company shall be able to amend this EULA if the Company determines it to be necessary. If the User uses the Data after amendment of this EULA, the End User shall be deemed to have consented to the amended EULA.

### **Article 3 (License of Use of the Data)**

1. The Company licenses the non-exclusive right to use the Data to the End User, and the End User

shall be able to use the Data pursuant to the provisions of this EULA and create contents by using the Data (the “**End User Contents**”).

2. The End User may use the Data only for the purposes limited solely to the internal purposes of the End User’s organization (the “**Internal Purpose of Use**”), and may not reproduce, alter, display, provide, loan, distribute (including to redistribute), sublicense the use of, assign or otherwise engage in any act on all or part of the Data for purposes other than the Internal Purpose of Use. Furthermore, when using the Data, the following copyright notice shall be made by a method that is reasonable and stands out:

*“©Synspective ALL RIGHTS Reserved”*

3. The End User may, without further express consent from the Company, consign Data to a consignee (“the Consignee”) for analysis activities directly related to the End User’s Internal Purpose of Use. In the event that a Consignee conducts, for the Internal Purpose of Use, any analysis of Data received from the End User, the End User shall ensure full Consignee compliance with regards to the terms and conditions of the EULA and that the Consignee completely removes all Data, in any format, stored by the Consignee at the completion of analysis by the Consignee.
4. The End User shall not distribute, transmit, use or provide the Data to any third party without prior written approval of the Company. Third party means any party which has not been licensed by the Company. No license is impliedly granted to the End User's subsidiaries and affiliates unless expressly granted by the Company.
5. Notwithstanding the provisions of the preceding clause, with the prior written consent of the Company, the End User may allow the use of or provide the Data to attorneys, certified public accountants, tax accountants, judicial scriveners, consultants, and other professionals who have a legal or contractual duty of confidentiality to the End User for the purposes limited solely to the Internal Purpose of Use.

#### **Article 4 (End User Contents)**

1. The End User may use or provide the End User Contents to third parties. In such instance, the End User shall comply with the following conditions:
  - (a) To process the End User Contents so that it cannot be restored to the condition of the original Data by irreversible processing such as thinning out or information compression;
  - (b) To exclude Numerical altitude model (DEM: Digital Elevation Model) created by the Data from the End User Contents;
  - (c) If the Data will be posted on the Internet, it shall be at a maximum size of 1024x1024 pixels; and
  - (d) To make the following a copyright notice by a method that is reasonable and stands out:

*“Original ©Synspective ALL RIGHTS Reserved”*

2. If the Company determines that any of the below applies to the person using or receiving the End User Contents set forth in the preceding clause, the End User may no longer allow such person to use the End User Contents:
  - (a) any government of a country to which weapons exports are banned as designated by United Nations Security Council resolutions, an entity or an end user belonging to such country, or an individual or entity that represents a government of such country;
  - (b) any individual, group, business entity or entity that is designated on an ISIL/Al-Qaeda sanctions list based on United Nations Security Council Resolution 2368 and related resolutions;
  - (c) any person or entity designated by the Government of Japan or the Government of the United States as a person subject to terrorism-related sanctions;
  - (d) any government of state sponsors of terrorism as designated by the Government of the United States, an entity or end user belonging to such country, or an individual or entity that represents a government of such country; or
  - (e) other than as listed above, any person designated by the Government of Japan, or any other person designated in a case similar to those listed above.
3. When creating or using the End User Contents, the End User shall do so at its own responsibility. The End User shall respond to any objection or claim by a third party, including the End User's customers, in relation to the User Contents, at the End User's own responsibility and expense, and the Company shall not bear any responsibility. The End User shall compensate any damages incurred by the Company in relation to the End User Contents.

#### **Article 5 (Use for Education, Research, etc.)**

1. The Company may apply an academic discount (“**Academic Discount**”) to the service fee for the use of the Data where the End User is a school or other educational institution. Notwithstanding the provisions contained within Article 3 and Article 4, in the event of the application of Academic Discount, the terms and conditions of use of the Data and the End User Contents shall be in accordance with this Article.
2. Where an Academic Discount is to be applied to the service fee, the End User may use the Data only for the purpose of education, investigation or research conducted through the End User's school educational institution (hereinafter referred to as the “Education Purpose”) and may use the Data to create the End User Contents solely for the Education Purpose.
3. The End User may, without further express consent from the Company, consign Data to a consignee (the “Consignee”) for analysis activities directly related to the End User's Education Purpose. In the event that a Consignee conducts, for the Education Purpose, any analysis of Data received from the End User, the End User shall ensure full Consignee compliance with regards

to the terms and conditions of the EULA and that the Consignee completely removes all Data, in any format, stored by the Consignee at the completion of analysis by the Consignee.

4. The End User shall not reproduce, alter, display, provide, loan, distribute (including to redistribute), sublicense the use of, assign or otherwise engage in any act on all or part of the Data for purposes other than the Education Purpose. Furthermore, when using the Data, the following copyright notice shall be made by a method that is reasonable and stands out:

*"©Synspective ALL RIGHTS Reserved"*

5. Notwithstanding Article 5 clause 3, the End User shall not distribute, transmit, use or provide the Data and the End User Contents to any third party without prior written approval of the Company. Third party means any party which has not been licensed by the Company. No license is impliedly granted to the End User's subsidiaries or affiliates (excluding Consignees) unless expressly granted by the Company.
6. When creating or using the End User Contents, the End User shall do so at its own risk. The End User shall respond to any objection or claim by a third party, including the End User's customers, in relation to the User Contents, at the End User's own expense, and the Company shall not bear any responsibility in respect to any objection or claim by a third party. The End User shall compensate any damages incurred by the Company in relation to the End User Contents.

#### **Article 6 (Prohibitions)**

1. The End User shall not commit any of the acts provided below:
  - (1) Reverse engineering, decompiling, or disassembling the Data, or any act similar thereto;
  - (2) Reproduction, alteration, adaptation, and transmission of all or part of the Data, and any other use, without the prior written approval of the Company, unless otherwise expressly allowed in this EULA;
  - (3) Act of using all or part of the Data for purposes other than the Internal Purpose of Use;
  - (4) Infringement or potential infringement of the intellectual property rights of the Company or a third party, including, but not limited to, copyrights, trademark rights, and patent rights;
  - (5) Infringement or potential infringement of the rights of the Company or a third party, including, but not limited to, property rights, privacy rights, and portrait rights;
  - (6) Act that violates the Act on Ensuring Appropriate Handling of Satellite Remote Sensing Data (Act No. 77 of 2016) (the "**Remote Sensing Act**") or an act that the Company determines that to be an abuse of satellite images in view of the legislative purpose of the Remote Sensing Act; and
  - (7) Any other acts that the Company determines to be inappropriate as a method of using the Data.
2. The End User shall be liable to the Company for compensating damages incurred by the Company

due to the End User falling under any of the above items.

#### **Article 7 (No Warranty and Indemnification)**

1. The Company provides no warranty as to the completeness, accuracy, fitness for the End User's specific purposes, and functional effectiveness as to the Data, nor any other warranties. In addition, the Company will not be obliged to fix any errors in the Data, and the Company shall not bear any liability even if any damages arise to the End User, the End User's customers or any other third party as a result thereof.
2. The End User consents in advance that the types, content, etc. of the Data may be changed or abolished at the Company's discretion without prior notice to the End User.
3. The End User shall use the Data at its own responsibility, and the Company will not be liable for compensating damages incurred by the End User from the use of the Data.
4. The Company will not be liable to the End User due to the use of the Data becoming delayed or impossible due to an accident (e.g., fire or power outage), a natural disaster (e.g., earthquake or flooding), war, riot, labor dispute, or other reason not attributable to the Company.
5. The Company will not be liable for any damages incurred by the End User or a third party arising out of:
  - (1) Any discrepancy between the Data and the actual status;
  - (2) Adaptation (including format conversion), processing, or alteration of the Data, or combination with other data, programs, or equipment by the End User; or
  - (3) Any reason that cannot be reasonably controlled by the Company.
6. Even if the Company's liability for damages arises in regards to the licensing of the Data, the liability of the Company shall be limited to the service fee under the service agreement concerning the use of the Data concluded by the End User, prior to the use of the Data, with the Company or a service provider separately specified by the Company (the "**Provider**"), that has already been paid to the Company or the Provider.
7. The liability of the Company for any failure of the use of the Data shall be limited to as provided in this Article and the next Article.

#### **Article 8 (Infringement of Third-Party Intellectual Property Rights)**

1. In the event of any claim for injunction against use or compensation of damages from a third party for any alleged infringement of the third party's intellectual property rights by the Data (hereinafter referred to as the "**Dispute**"), the End User shall notify the Company of the Dispute without delay. The Company shall attempt to resolve such Dispute through consultation.
2. Notwithstanding the provisions of the preceding clause, the Company shall not be liable if the Dispute arises out of not complying with the matters set forth in the EULA, or out of the

combination with other data, programs, interfaces, or equipment, or out of any other reason not attributable to the Company.

#### **Article 9 (Attribution of Rights)**

1. Copyrights and other rights to the Data shall be reserved by the Company or third parties granting rights to the Company, and the End User shall not receive any assignment or license for such rights beyond the scope expressly set forth in this EULA; provided, however, that it shall be confirmed in this clause that the rights to the End User Contents created by using the Data as derivative works (including the End User Contents created pursuant to Article 5, clause 2) will belong to the End User, and the rights as the original author of the derivative works of the Data will belong to the Company, only if there is no separate agreement with the Company.
2. If the End User creates any invention, idea, or design related to the Data licensed under this EULA and wishes to apply for a patent, utility model or design, the End User and the Company shall consult regarding the treatment of such application in advance.

#### **Article 10 (Audit)**

Upon a written request of the Company to the End User, the End User shall accept an audit of the End User's usage of the Data by the Company or a person designated by the Company.

#### **Article 11 (Use of Usage History)**

The Company may freely use information of the End User's usage history of the Data and other information for the purpose of improvement of the service provided by the Company.

#### **Article 12 (Confidentiality)**

1. The End User shall use the Company's technical or business confidential information obtained in the course of performance of this EULA only for the purpose of this EULA, and shall not disclose or leak such information to any third party without the prior consent of the Company, unless such information falls under any of the following items:
  - (1) Information already lawfully obtained or in the public domain at the time of disclosure, or information that enters the public domain thereafter not due to the willful intent or negligence of the End User;
  - (2) Information that is independently developed or created without reliance on the confidential information of the other party; and
  - (3) Information lawfully obtained from a third party without bearing any duty of confidentiality.
2. The End User shall promptly return all materials and goods containing any confidential information and copies thereof if: the purpose of use of the confidential information received from

the Company is achieved; there is no longer the need for use of the confidential information; this EULA expires or terminates; or requested by the Company.

3. The obligation of clause 1 shall survive the termination or expiration of this EULA.

#### **Article 13 (Termination, etc.)**

1. The Company may terminate this EULA, in whole or in part, if the End User:
  - (1) breaches a provision of this EULA and does not cure such breach within 10 days after the Company gives a formal demand to cure the breach;
  - (2) is determined by the Company to be in a deteriorated financial and credit standing, such as having a draft or check dishonored or being subject to suspension of payment;
  - (3) is subject to cancellation or suspension of business permission by a competent authority;
  - (4) is subject to any claim for seizure, provisional seizure, provisional disposition, compulsory execution or auction, or any disposition for tax delinquency;
  - (5) receives a petition for or files a petition for the commencement of bankruptcy proceedings, commencement of special liquidation proceedings, commencement of civil rehabilitation proceedings, or commencement of corporate reorganization proceedings;
  - (6) has adopted a resolution for merger, dissolution or transfer of all or an important part of its business;
  - (7) uses, or attempts to use, the Data in a manner that would cause the Company to lose social credibility;
  - (8) corresponds to any item under Article 4(2); or
  - (9) is determined by the Company to likely correspond to one of the preceding items.
2. Should an End User fall under any of the above items, the End User shall lose the benefit of time regarding all liabilities to the Company and immediately pay the entire amount thereof.
3. The Company may terminate this EULA by notifying the End User by posting on the Company's website in advance or by a separate method that the Company determines to be appropriate.
4. This EULA shall be effective from when the End User starts using the Data until the day this EULA terminates or expires.
5. The provisions of Article 4 (End User Contents), clause 6 of Article 5 (Use for Education, Research, etc.), clause 2 of Article 6 (Prohibitions), Article 7 (No warranty and Indemnification), Article 8 (Infringement of Third-Party Intellectual Property Rights), Article 9 (Attribution of Rights), Article 10 (Audit), Article 11 (Use of Usage History), Article 12 (Confidentiality), clauses 2 and 5 to 7 of this Article, and Article 15 (General Provisions) shall survive in effect regardless of the expiration or termination of this EULA.
6. Upon expiration or termination of this EULA, the End User shall immediately destroy or erase the Data (including copies thereof), and immediately after such destruction or erasure, the End

User shall submit to the Company a certificate of destruction or erasure by the form prescribed by the Company.

7. When this EULA terminates or expires, the End User shall not use the End User Contents for commercial purposes in principle. If the End User wishes to use the End User Contents for commercial purposes, the End User shall conclude a separate agreement with the Company and pay the amount agreed upon as the license fee for the use of the Data.

#### **Article 14 (Exclusion of Antisocial Forces)**

1. The End User represents and covenants that the End User or the End User's officers are not and will not be:
  - (1) any organized crime group, an organized crime group member, a person for whom five years have not passed since ceasing to be an organized crime group member, an associate member of an organized crime group, an organized crime group-related person, an organized crime group-related group or other antisocial forces (hereinafter collectively referred to as "Antisocial Forces");
  - (2) having Antisocial Forces substantially controlling or involved in the End User's management;
  - (3) having any relationship that is recognized as the User's unjustified use of Antisocial Forces with the intent to promote the End User's or any third party's illicit gains or to cause harm to any third party;
  - (4) having any relationship that is recognized as the End User's provision of funds or granting of benefits to Antisocial Forces; or
  - (5) having any other relationship with Antisocial Forces that would be socially criticized.
2. The End User shall undertake not to commit or have a third party commit any of the following:
  - (1) Any act of violent demand;
  - (2) Any act of unreasonable demand beyond legal responsibility;
  - (3) Any act of using threatening behavior or violence in relation to transactions;
  - (4) Act of damaging the credibility of the other party or interfering with the other party's business by spreading rumors, or using fraudulent means or force;
  - (5) Act of letting Antisocial Forces use one's name; or
  - (6) Any other act equivalent to the preceding items.
3. The Company may terminate this EULA forthwith without any peremptory notice if the Company determines that the End User falls under either of clause 1 or clause 2.
4. If the Company terminates this EULA according to the preceding clause, the Company will not be liable for any damages incurred by the End User due to the termination.

#### **Article 15 (General Provisions)**



1. The End User shall not assign or provide as collateral its position, rights or obligations under this EULA to any other party without the prior written approval of the Company.
2. In the event of any doubt or dispute regarding the interpretation of this EULA or any other matter, both parties shall consult in good faith and endeavor to resolve such dispute.
3. This EULA shall be governed by, and interpreted in accordance with, the laws of Japan.
4. The Tokyo District Court shall be the exclusive jurisdictional court of the first instance for any litigation between the End User and the Company regarding this EULA.

Enacted on June 16, 2021

Revised on April 1, 2023

Revised on February 1, 2024

End