

Imagery End User License Agreement

BY EXECUTING AN APPLICABLE IMAGERY CONTRACT FORM (DEFINED BELOW), THE PARTY LISTED ON THE IMAGERY CONTRACT FORM OR ACCOUNT (“RESELLER”, “CUSTOMER”) EXPRESSLY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS IMAGERY END USER LICENSE AGREEMENT TERMS AND CONDITIONS (THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS; THESE TERMS ARE CONSIDERED AN OFFER BY URUGUS S.A. AND ITS AFFILIATES (dba “SATELLOGIC”). IF PARTY IS FACILITATING PURCHASE FOR END CUSTOMER, PARTY ACKNOWLEDGES AND ASSUMES RESPONSIBILITY TO SHARE THIS EULA WITH THAT CUSTOMER AND TO ASSURE THE CUSTOMER’S ACKNOWLEDGMENT OF AND AGREEMENT TO THIS EULA WITHOUT EXCEPTION. PARTY’S ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS AND THOSE SET FORTH IN THE FORM. PARTY ALSO ACKNOWLEDGES THAT PARTY’S REPRESENTATIVE WHO SIGNED THE FORM POSSESSES THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF PARTY OR OTHER LEGAL ENTITY OR PERSON. SATELLOGIC IS WILLING TO GRANT THE RIGHTS AS SET FORTH HEREIN AND IN THE FORM AND MAKE THE IMAGERY AVAILABLE TO PARTY ONLY UPON THE CONDITION THAT PARTY ACCEPTS THE TERMS OF THIS AGREEMENT. WRITTEN APPROVAL OF THIS AGREEMENT BEYOND EXECUTION OF THE FORM IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF SATELLOGIC SHALL BE CONSTRUED AS AN IMPLICATION TO THE CONTRARY.

RECITALS

WHEREAS, Satellogic owns or has the right to grant licenses to those certain satellite-generated Imagery, data, analysis, and other services as set forth herein and in an applicable Imagery Contract Form; and

WHEREAS, Reseller / Customer desires to obtain a license to use such Imagery subject to the terms hereof and as further set forth in an applicable Imagery Contract Form.

NOW, THEREFORE, in consideration of the mutual promises, agreements and conditions stated herein, the Parties agree as follows:

1. Definitions

Any term not defined in the Imagery End User License Agreement Terms and Conditions shall have the meaning set forth in the Imagery Contract Form. In the event of any conflict between the terms of the Imagery Contract Form and the Imagery End User License Agreement Terms and Conditions, the applicable terms of the Imagery Contract Form shall prevail.

“Authorized User” means an employee of Reseller or Customer who has been authorized by Reseller or Customer to use the Platform and use the Imagery solely as permitted hereunder and as set forth in an applicable Imagery Contract Form.

“Imagery Contract Form” means the Imagery Contract Form or other ordering document through which Reseller / Customer places an order or orders for Imagery.

“Derivative” means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to an image, including, without limitation, reformatting of the image into a different format or media from which it is delivered to Reseller / Customer; any addition or extraction of data, information or other content to or from the image; or any copy or reproduction of the image.

“Platform” means the application programming interface (API) or other communication media that is made available to Reseller / Customer hereunder and which provides Reseller / Customer to obtain Imagery.

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“Party” or “Parties” shall mean Satellogic, Reseller / Customer or both, as the context directs.

2. Delivery of Imagery

Satellogic shall deliver imagery based on Customer defined imagery type and location. For the avoidance of doubt, Customer Acceptance and delivery to stated specifications shall not be subject to or subject to liability for delays or failures in the performance of such duties as assigned herein to the extent they are resulting from events beyond Satellogic’s control and without the fault or negligence of Satellogic, and which could not have been avoided through the exercise of reasonable foresight or reasonable precautions including but not limited to acts of nature. Satellogic will use commercially reasonable efforts to provide or make the Imagery available to Reseller / Customer via the Platform solely as set forth in the Imagery Contract Form. Imagery will be deemed delivered when it is first made available for access via the Platform, or when actually delivered if no Platform use is granted.

3. License

3.1 License Grant. Subject to the terms and conditions of this Agreement (and unless otherwise explicitly set forth to the contrary in an applicable Imagery Contract Form), Satellogic hereby grants to Reseller / Customer a limited, nontransferable (for reference, the same license will be extended to Customer’s end customers and ISVs when Customer purchases Imagery), nonexclusive, non-sublicensable, non-assignable, royalty-free license, revocable (except in the case of an uncured breach) license to use the Platform and the intellectual property of the Imagery (the “Licensed Materials”) for use solely as set forth in the applicable Imagery Contract Form and in accordance with this End User License Agreement and Terms of Use. License authorizes use as per the following (“Stated Business Use” for Reseller and for internal use only by Reseller end customers):

- (a) store, access, evaluate, use and reproduce the image for the sole purpose of end Customer’s Internal Use;
- (b) process, modify, augment, enrich, adapt and create Derivatives of the Imagery by means including editing, formatting, digitization; or via extraction of geographic features, man-made features, persons or other related data via identification, analysis, measurement, and store, access, evaluate, use and reproduce those Derivatives for the Stated Business Use subject to the attribution requirements in (vi) and section 4; provisions in this clause include allowance for the Imagery (including any modifications to and derivatives of the Imagery made by Customer through technical manipulations and/or addition of other data or otherwise) to be used for the Stated Business Purpose [Resale by Distributor to end user who will use Imagery internally only in accordance with the EULA]. Distributor end customers are restricted to internal use only in accordance with this EULA. For the avoidance of doubt, Satellogic does not require rights to approve such derivatives. If Distributor / Customer creates products or analytics based (in whole or in part) on any Imagery, such products must not be distributed outside of the provisions of this EULA and, in no instance, be reversible or able to be uncoupled from the original source Imagery. Distributor / Customer may take appropriate measures to use the imagery in their work, publications (if applicable), websites, so long as providing attribution in accordance with this Agreement.
- (c) display an extract of the image or a Derivative thereof on a public website in a secure, non-extractable, and non-downloadable format that prohibits manipulation of any pixel or metadata contained in the image or Derivative thereof and does not result in any revenue to Reseller / Customer, as follows:
 - (i) on not more than one domain name;
 - (ii) 2048 x 2048 pixels;
 - (iii) at a resolution no higher than the resolution of imagery in the provided image;
 - (iv) in one of the following formats; .png, .gif, .jpg, .jpeg, .jpe, .jfif, .bmp, .pdf; or any format so long as there is no geo-location or geo-referencing data included (the following formats are specifically prohibited TIFF, NITF, GeoPDF, JP2 and JPEG2000);
 - (v) only collection date/time metadata can be published with the image; and
 - (vi) include the “Powered by SATELLOGIC © [YEAR]” Attribution within the caption accompanying the image as stated in Section 4.2 of these Terms.

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3.2 License Entitlement and Use.

(a) Employer or client. If you are purchasing on behalf of your employer or client, then your employer or client can use the content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this Agreement. If you do not have that authority, then your employer or client may not use the content. The rights purchased may only belong to you or your single and specific employer or client, depending on who is named as the “Customer” at the time of purchase and who accepts this EULA. In other words, if you purchase a royalty-free image, only one of you (and not both) may use the image.

(i) Sharing and Storage Restrictions for RF Content. Please note that sharing and storage restrictions apply for royalty-free content. One individual (total, not at any given time) may use an item of content, and all individuals must be from the same legal entity, however you may make RF content available for viewing by any of your employees, clients, and subcontractors. There are no restrictions on where each individual may store the content. The raw file of content may not be provided to anyone outside of your legal entity other than subcontractors. If you require content to be available to more users, please contact Satellogic to purchase rights for additional users. If you are downloading content unless renewed prior to the end of your term, all sharing rights terminate at the end of the term and all content must be removed from your shared server, digital asset management system, or other storage system and stored only on individual devices.

(ii) Subcontractors. You may allow subcontractors (for example, your printer or mailing house) to use content in any production or distribution process related to your final project or end use. These subcontractors must agree to be bound by the terms of this agreement and may not use the content for any other purpose.

(iii) Social Media Compliance. If you use the content on a social media platform or other third party website and the platform or website uses (or announces that it plans to use) the content for its own purpose or in a way that is contrary to this Agreement, the rights granted for such use shall immediately terminate, and in that event, upon Satellogic’s request, Reseller / Customer agrees to remove any content from such platform or website. It is the responsibility of Reseller / Customer to review the Terms of Use of any social media platform used and verify that those terms do not conflict with the terms stipulated herein.

3.3 Restrictions. Reseller / Customer shall not use the Licensed Materials for any purpose except as expressly set forth in the Reseller / Customer Agreement, applicable Image Contract Form, and this End User License Agreement. By way of example, and without limiting the generality of the preceding sentence, Reseller / Customer will not: (a) alter, remove, or obscure any proprietary notices, watermarks, or legends included or embedded in the Licensed Materials; (b) use the Licensed Materials in violation of applicable laws or regulations; (c) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Licensed Materials except as expressly authorized under this Agreement and the Imagery Contract Form; (d) sublicense, lease, rent, loan, transfer, or distribute the Licensed Materials to any third party; (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Platform; or (f) allow third parties to access or use the Licensed Materials, including without limitation in any application service Reseller / Customer environment, service bureau, or time-sharing arrangements.

(a) Restricted Uses.

(i) No Unlawful Use. You may not use content in a defamatory or other unlawful manner, or in violation of any applicable regulations (including national security regulations, branded or otherwise protected content, or other restrictions as may be issued by a governing body).

(iv) No Standalone File Use. You may not use content in any way that allows others to download, extract, or redistribute content as a standalone file (meaning just the content file itself, separate from the project or end use).

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(v) No Sensitive Use Without Disclaimer. If you use content that features property in connection with a subject that would compromise or be found unduly controversial to a reasonable person, you must indicate: (1) that the content is being used for illustrative purposes only.

(vi) No False Representation of Authorship. You may not falsely represent that you are the original creator of a work that is made up largely of licensed content. For instance, you cannot create artwork based solely on licensed content and claim that you are the author.

(vii) Specially Tasked Restrictions. If you are licensing content that you specifically requested the capture of based on certain parameters defined and provided to Satellogic then the suitability of the imagery delivered shall be considered sufficient to meet the Reseller / Customer requirements.

(b) Restricted Uses – Without Additional License.

(i) No 'On Demand' Products. Unless you purchase a custom license, you may not use content in connection with "on demand" products including, without limitation (this includes the sale of products through custom designed websites).

(ii) No Electronic Templates. Unless you purchase a custom license, you may not use content in electronic or digital templates intended for resale or other distribution.

(iii) No Use in Trademark or Logo. Unless you purchase a custom license, you may not use content (in whole or in part) as the distinctive or distinguishing feature of a trademark, design mark, tradename, business name, service mark, or logo. Additionally, you shall not be entitled to register (in any jurisdiction) such content (in whole or in part) as a trademark or rely on any such registrations, prior use, and/or accrued goodwill to prevent any third party use of the content or any similar content (including by us, our customers, or the copyright owner of such content).

(iv) No Metadata Exploitation. Unless expressly authorized by Satellogic, you may not use the caption information, keywords, accompanying text, or other metadata associated with content separate and apart from the content, or allow any third parties to access or use any such information associated with content.

3.4 Ownership of Licensed Materials. Reseller / Customer recognizes and agrees that the Licensed Materials and all right, title and interest therein and thereto, including all intellectual property rights, shall at all times remain the property of and are retained by Satellogic, and are provided to Reseller / Customer on a confidential and restricted basis. All rights not expressly granted in this Agreement are hereby reserved by the respective Parties.

4. Use of Name, Attributions and Press Releases

4.1 Right to Use the Other's Name. Only if mutually agreed by the Parties in writing, each Party may use the other Party's trademarks, name and logos in its marketing materials and on its website for the sole purpose of identifying the granting Party as a Reseller / Customer (as applicable) of the Imagery. All use of the granting Party's trademarks, name, and logos by the receiving Party will be in accordance with the granting Party's then-current marketing and branding guidelines and restrictions, including any such guidelines and restrictions provided to Reseller / Customer by Satellogic from time to time.

4.2 Attributions. Reseller / Customer will include an attribution that identifies Satellogic as the licensor of the intellectual property of Imagery and the Platform in all legal notices, user documentation, in a caption to an image, including derivatives thereof, and other locations that the Reseller / Customer uses to identify third party licensors, vendors or service providers. Reseller / Customer will use the phrase "**Powered by SATELLOGIC © [YEAR].**" or such other language mutually agreed upon by the Parties in writing to provide Satellogic with such attribution.

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Reseller / Customer will reasonably cooperate with and assist Satellogic to enable Satellogic to monitor and ensure Reseller's / Customer's compliance with Satellogic's quality requirements and branding guidelines and restrictions. All goodwill related to use of Satellogic's trademarks will inure to Satellogic.

4.3 Press Releases and other Co-Promotions. Neither Party shall issue a press release concerning this Agreement without the other Party's prior written consent.

5. Notice of Unauthorized Use

Reseller / Customer will immediately notify Satellogic if Reseller / Customer discovers or suspects any unauthorized use, access to or disclosure of the Imagery or the Platform, in whole or in part.

6. Term, Termination

6.1 Term. This Agreement shall commence as of the date of execution by Reseller / Customer and shall continue for the duration of twelve (12) months. There shall be an option to extend the Agreement for a subsequent twelve (12) months upon both parties expressing their desire to do so to one another in writing.

6.2 Termination.

(a) Imagery Contract Form. Unless otherwise expressly stated in the applicable Imagery Contract Form, Reseller / Customer shall have no right to terminate any Imagery Contract Form for convenience.

(b) By Either Party for Cause. Either Party may terminate this Agreement at any time if the other Party has committed any material breach of this Agreement (including, without limitation, failure by Reseller / Customer to pay Satellogic any amounts due under this Agreement) and failed to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party (the "Cure Period").

(c) By Satellogic. Satellogic may terminate this Agreement immediately, and without requirement for a Cure Period, upon notice to Reseller / Customer if Reseller / Customer (i) violates any of the restrictions set forth in Section 3.3 (Restrictions) or otherwise uses the Licensed Materials outside of rights granted under this Agreement or (ii) violates any of the terms set forth in Section 11.1 ("Compliance with Laws") below. Satellogic may suspend Reseller's / Customer's use of the services and/or Imagery (i) for scheduled or emergency maintenance, or (ii) if Reseller / Customer fails to pay any amounts due to Satellogic.

6.3 Effect of Termination. Immediately upon any termination of this Agreement or an applicable Imagery Contract Form: (i) Reseller's / Customer's use of the Platform and Imagery (that is unpaid or that is subject to Reseller resale) shall cease, and Reseller / Customer shall pay any outstanding amounts owed to Satellogic hereunder; (ii) if the termination is pursuant to Section 6.2(b) or Section 6.2(c), the license(s) granted hereunder shall immediately terminate, and Reseller / Customer shall immediately cease all use of the Licensed Materials and destroy all copies of the Imagery in Reseller's / Customer's possession, custody, or control and (if destroyed) an officer or Reseller / Customer shall promptly certify to Satellogic the completion of such destruction (Refer to "Appendix A: CERTIFICATE OF DESTRUCTION"). Notwithstanding the foregoing, provided the termination is pursuant to expiration of the Term and not pursuant to any other reasons, and provided further that Reseller / Customer is not in default of any payment or other obligation under this Agreement and is otherwise in compliance with all terms hereof, Reseller / Customer may continue to hold and use the Imagery accessed prior to termination, subject to the license rights, conditions, and restrictions provided herein and in the applicable Imagery Contract Form unless otherwise notified in writing by Satellogic, and which license rights, conditions, and restrictions shall survive such expiration as if still in full force and effect. Termination of this Agreement by a Party will be without prejudice to any other right or remedy of such Party under this Agreement or under law.

7. Representations and Warranties

7.1 Representations. Each Party hereto represents, warrants and covenants that it has the full right and authority to enter into this Agreement and to meet its obligations hereunder.

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7.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 (REPRESENTATIONS AND WARRANTIES), EACH OF THE IMAGERY AND THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND (INCLUDING BUT NOT LIMITED TO TECHNICAL OR TERRITORIAL LIMITATIONS, SATELLITE IMAGE REQUEST AND SCHEDULING FEASIBILITY OR AVAILABILITY, AND GOVERNMENTAL RESTRICTIONS AND SATELLOGIC RESERVING SOLE DISCRETION ON HOW IT SCHEDULES AND PROVIDES IMAGERY), AND SATELLOGIC EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, ACCURACY, UNINTERRUPTED PERFORMANCE OR BUG-FREE, DEFECT-FREE OR ERROR-FREE PERFORMANCE, OR SECURITY. SATELLOGIC DOES NOT WARRANT THAT THE IMAGERY PRODUCT OR THE PLATFORM WILL MEET RESELLER'S / CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. RESELLER / CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

8. **Limitation on Liability**

EXCEPT FOR FRAUD, THE LIABILITY ARISING BASED ON A BREACH OF SECTION 3.3 (RESTRICTIONS), CLAIMS REQUIRED TO BE INDEMNIFIED UNDER SECTION 9 (INDEMNITY), OR LIABILITY ARISING BASED ON BREACH OF SECTION 11.1 (COMPLIANCE WITH LAWS): (A) IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STATUTE OR OTHERWISE) FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SUBSTITUTION OF SERVICES), REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR IF THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY THE RESELLER/ CUSTOMER TO SATELLOGIC UNDER THE APPLICABLE SERVICES REQUEST IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **Indemnity**

9.1 By Reseller / Customer. Reseller / Customer agrees to indemnify, defend and hold harmless Satellogic, its officers, directors, Affiliates, employees, and contractors (the "Satellogic Indemnitees") from and against any and all costs, damages, liabilities, fines, penalties, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Costs") arising out of or in connection with any claim, suit, action, or proceeding (a "Claim") brought by any third party against any Satellogic Indemnitee(s) to the extent that such Claim arises out of or results from: (i) Reseller's / Customer's use of the Licensed Materials in violation of the terms and conditions of this Agreement; (ii) Reseller's / Customer's violation of applicable state, local, national, or other applicable laws or regulations; or (iii) infringement of any third party rights resulting from Reseller's / Customer's use of the Imagery including but not limited to combination of the Imagery with third party content.

9.2 By Satellogic. Satellogic agrees to indemnify, defend, and hold harmless Reseller / Customer, its officers, directors, Affiliates, employees, and contractors (the "Reseller / Customer Indemnitees") harmless from and against any and all Costs arising out of or in connection with any Claim brought by any third party against any Reseller / Customer Indemnitee(s) to the extent that Reseller's / Customer's use of the Imagery infringes a third party's validly issued copyrights, but specifically excluding any Claims arising based on any modifications to or combinations of the Imagery.

9.3 Indemnification Procedures. The forgoing obligations are subject to the following conditions: (a) the Satellogic or the Reseller / Customer Indemnitee, as applicable (the "Indemnitee(s)"), shall provide the indemnifying Party with prompt written notice of any such Claim within three (3) working days from having receiving it or if the term to answer is shorter, as prompt as it is deemed convenient to answer it; (b) the Indemnitee

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shall provide the indemnifying Party with timely and reasonable cooperation, information, and assistance to defend and/or settle the Claim; (c) the Indemnitee shall grant the indemnifying Party sole control of the defense and all negotiations for any settlement or compromise of such Claim, provided that no settlement of any Claim admitting liability of or imposing any duty or performance upon the Indemnitee shall be effected without the Indemnitee's prior written consent (not to be unreasonably withheld); and (d) the Indemnitee may participate in the defense of any Claim with counsel of its choosing and at its sole expense.

9.4 THIS SECTION 9 STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY AND THE INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION.

10. Confidentiality

10.1 Confidential Information. "Confidential Information" means all information disclosed by one Party ("Discloser") to the other Party ("Receiving Party") (in writing, orally or in any other form) that is clearly and prominently labeled as "Confidential", at or before the time of disclosure, as confidential, or is provided under circumstances reasonably indicating that the information is confidential, including, without limitation, trade secrets, customer lists, business plans, technical data, product ideas, personnel, contract and financial information. Confidential Information does not include information or material that (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public; (b) is or was rightfully known by the Receiving Party at or before the time such information or material was received from the Discloser, as evidenced by the Receiving Party's tangible (including written or electronic) records; (c) is furnished to the Receiving Party by a third party that is not under an obligation of confidentiality to the Discloser with respect to such information or material; or (d) is independently developed by the Receiving Party without any breach of this Agreement, as evidenced by the Receiving Party's contemporaneous tangible (including written or electronic) records. Notwithstanding the foregoing, the following items are at all times deemed "Confidential Information" of Satellogic without the need for any label or other designation: the terms of this Agreement and of the Imagery Contract Form.

10.2 Confidentiality Obligations. Each Party will take all reasonable measures to protect the confidentiality of the other Party's Confidential Information in a manner that is at least as protective as the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance but in no case using less than a reasonable standard of care. Receiving Party will hold Confidential Information in strict confidence and will not disclose, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such information, or give or disclose such information to third parties, or use such information for any purposes whatsoever other than as necessary in order to fulfill its obligations or exercise its rights under this Agreement. Notwithstanding the foregoing, Receiving Party may disclose the other Party's Confidential Information (a) to employees, consultants, officers, directors, auditors, accounts, attorneys, advisors, and agents (collectively, "Recipients") that have a need to know such information, provided that Receiving Party will require that each such Recipient not otherwise bound by confidentiality obligations to sign a written nondisclosure agreement consistent with the confidentiality and nondisclosure provisions herein, and (b) to the extent Receiving Party is legally compelled to disclose such Confidential Information, provided that, if Receiving Party is legally able to do so, Receiving Party gives reasonable advance notice of such compelled disclosure to the other Party and will cooperate with the other Party (at the other Party's expense) in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information. Each Party's obligations under this Section 10 will last for the Term of this Agreement and for a period of five (5) years thereafter. For the avoidance of doubt, notwithstanding anything to the contrary stated herein, Imagery is subject to the license terms set forth in Section 3 above, and the restrictions on disclosure and use contained therein are not subject to expiration or termination pursuant to this Section 10. Notwithstanding the foregoing, when Reseller / Customer provides Satellogic with any feedback, comments or suggestions (collectively, "Feedback") about the Platform, the Imagery, any of Satellogic's products or services, this Agreement, and, in general, Reseller / Customer grants to Satellogic, under any right, title or interest Reseller / Customer may have in and to such Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Platform, the Imagery, any of Satellogic's products or services, this Agreement, or otherwise as Satellogic sees fit, entirely without obligation of any kind to Reseller / Customer.

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11. Compliance with Laws, Regulatory and Disaster Relief

11.1 Compliance with Laws. Including but not limited to, with respect to the disposition of the Imagery, the Reseller / Customer shall comply fully with all applicable laws and regulations, including, without limitation, the laws and regulations of the Republic of Uruguay, Argentina, the United States, Spain, Israel, and any other jurisdiction in which the Reseller / Customer operates or does business, such regulations include, without limitation, the Republic of Argentina Anti-corruption Act N° 27,401, U.S. Foreign Corrupt Practices Act and other anti-corruption laws and regulations, economic sanctions, and export controls administered by the Republic of Argentina, the U.S. Department of the Treasury and the U.S. Department of Commerce and other governments and governmental entities. Without limiting the foregoing, the Reseller / Customer shall ensure that neither the Imagery nor any part or derivation thereof is (a) provided to or the subject of any transaction or dealing, directly or indirectly, with or related to an Embargoed Jurisdiction or Sanctioned Person; (b) exported or reexported, directly or indirectly, in violation of any applicable laws or regulations, or (c) used for any prohibited purpose. “Embargoed Jurisdiction” means a country, region, territory or government with respect to which the U.S. government imposes a trade or investment embargo. “Sanctioned Person” means any legal entity or individual with respect to which or whom U.S. citizens are generally forbidden to transact under economic sanctions including, without limitation, a person on the List of Specially Designated Nationals and Blocked Persons.

11.2 Regulatory. Reseller / Customer further acknowledges and agrees that Satellogic is licensed by various entities with respect to the Licensed Materials and that from time to time, Satellogic may be required to cease and/or limit operations and/or the collection or distribution of Imagery in certain areas for certain periods of time. Any compliance by Satellogic with regard to such regulatory requests shall, in no event, be considered a failure or breach hereunder.

11.3 Disaster Relief. From time to time, Satellogic may release certain Imagery to disaster relief efforts, the media, and/or other entities in support of such efforts.

11.4 Conflicted Areas. With regard to regulations and / or guidelines, as may be applicable, restrictions regarding imagery of conflicted areas, specifically those that have been listed as subject to war or imminent conflict are prohibited from general sale. The current list as of the effective date of this Agreement includes South Sudan, Yemen, Libya, Afghanistan, Syria, North Korea, Ukraine and Russia near the Ukraine border. Specific customer requests for these conflicted areas should be submitted for a determination as to whether any imagery may be sold based upon the specific area of interest and the enhanced due diligence on the requesting customer.

12. Miscellaneous

12.1 No Exclusivity. This Agreement is non-exclusive, and Satellogic retains the right to render service, license or otherwise provide the Licensed Materials licensed under this Agreement to any third party at any time in Satellogic’s sole discretion.

12.2 Public Archive. Reseller / Customer acknowledges and agrees that Satellogic, in Satellogic’s sole discretion, may make any or all of the Imagery licensed under this Agreement available on a publicly accessible archive after delivery of the Imagery to Reseller / Customer, at a time, and under conditions, that Satellogic deems appropriate.

12.3 Notices. Each Party will send any notice under this Agreement in writing to the other Party at the address stated in the applicable Imagery Contract Form via registered mail return receipt requested, or an internationally recognized express mail carrier, or directly to gc@satellogic.com and such notice will be deemed to have been given when received.

12.4 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such Party’s reasonable control, which may include but is not limited to acts of God or of the public enemy, acts of terrorism, acts of a government in its sovereign capacity, governmental regulation, fires, floods, tornadoes, hurricanes, typhoons, inclement or obscuring weather conditions, natural disasters, utility disruptions, strikes and labor disputes, epidemics, pandemics, quarantine restrictions and embargoes.

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12.5 Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of New York in the US, without regard to its conflicts of law provisions. Any claim or controversy between the Parties arising out of, or relating to, this Agreement shall be finally decided by arbitration in accordance with International Chamber of Commerce (ICC) Rules of Arbitration. Subject to any valid requirements of any applicable statute, the arbitration shall be conducted in the state of New York in the US, unless the Parties mutually agree to another location. Each Party may be represented by counsel in any such arbitration. During the course of any arbitration hereunder, each Party will (i) bear its own costs and attorneys' fees and any expert witness fees, and (ii) share equally the arbitrators' fees and expenses, *provided* that the arbitrators shall award to the prevailing Party all reasonable attorneys' fees, expert witness fees, arbitrators' fees and all other expenses resulting directly or indirectly from such arbitration. The arbitrators shall be bound by the limitations of liability and other provisions of this Agreement; in no event shall the arbitrators be authorized or allowed to make any award in any amount or on any theory of liability not otherwise expressly permitted in this Agreement. Any arbitration under this Agreement shall be confidential, and either Party may request that the arbitrators issue appropriate protective orders to safeguard each Party's confidential information. Any award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction. The arbitrators shall have the authority to award temporary, preliminary and permanent injunctive and equitable relief in the arbitration (in addition to any monetary relief); *provided, however,* that either Party may opt to seek equitable relief, including emergency injunctive relief, at any time, from a court of competent jurisdiction. Notwithstanding the foregoing, if any dispute, controversy or claim involves alleged improper use of Satellogic's intellectual property rights, such matter shall not be subject to the arbitration provisions hereof but shall be resolved by a court or an administrative agency of competent jurisdiction.

12.6 Assignment. Reseller / Customer may not assign or transfer this Agreement or assign or delegate any rights or obligations under this Agreement to any third party without the prior written consent of Satellogic. Satellogic may freely assign or transfer this Agreement or assign or delegate any rights or obligations under this Agreement. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

12.7 Controlling Language. These Terms are drafted in the English language only. English will be the controlling language in all respects, and all versions of these Terms in any other language are for accommodation only and will not be binding on the parties.

12.8 Intentionally Left Blank

12.9 Third Party Beneficiaries. Except as expressly stated herein, nothing in this Agreement is intended to confer any rights or remedies on any person or entity that is not a party to this Agreement. The Parties expressly reserve the right to modify, amend, terminate or otherwise modify any provision of this Agreement upon mutual written agreement without the consent of, or notice to, any third party.

12.10 Amendment. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties unless approved in writing by both Parties.

12.11 No Waiver. Failure by either Party to enforce any term of this Agreement will not be deemed a waiver unless the waiver is in writing, signed by a duly authorized representative of the Party to be bound and such waiver shall not affect the right of the Party for future enforcement of that or any other term of this Agreement.

12.12 Severability. If any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from this Agreement and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

12.13 Survival. Sections 1, 3.2, 3.3, 4.1, 4.2, 5, 6, 7.2, 8, 9, 10, 11, and 12 shall survive expiration or termination of this Agreement.

12.14 Entire Agreement. This Agreement and the associated Imagery Contract Form represents the entire agreement between the Parties and supersedes any and all prior understanding, agreements, or representations by or among the Parties, written or oral, related to the subject matter as set forth herein and in the applicable Imagery

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Last Update: Jan 2022

Contract Form. However, if there is any conflict between this Agreement and the Satellite Imagery Reseller Agreement, the terms of the Satellite Imagery Reseller Agreement shall prevail, in particular the terms regarding the nature of the Reseller relationship between Satellogic and the Reseller.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Any counterpart signed by an authorized representative of a party and delivered to the other party by facsimile or electronically via portable document format (.pdf) shall be deemed an original counterpart and duly delivered.

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