

SatVu End User Licence Agreement Definitions

“Analytic Products” means SatVu’s proprietary artificial intelligence analytics and machine learning derived products, metadata, vectors, attributes, insights, measurements, predictive modeling, trend forecasting, natural language processing, analysis, summary, or other information report generated from our Imagery Products.

“API” means an application programming interface and associated tools and Documentation we make available for use with our SatVu Products.

“Data Derivatives” means information which (i) is derived or extracted from the Imagery Products, (ii) does not contain any imagery data or other data from the Imagery Products, and (iii) is irreversible and uncoupled from the imagery or data of the Imagery Products.

“Entities” means an organization or individual that you have designated as being a recipient of Imagery Products on your Order Form. Entities may include Affiliates or non-Affiliates.

“Fees” means the total aggregate fees specified in the Order Form. If a Fee is not specified in the Order Form, the fees for each SatVu Product shall be assessed at the time the order is placed in the SatVu Platform and assessed at then applicable price listed in our pricing guideline.

“Harmful Code” means any code, routine, program, procedure, or mechanism intended to do harm, including by way of example Trojan horses, worms, viruses, time bombs and trap doors.

“Imagery Products” means the proprietary infrared imagery and associated support metadata generated by our proprietary constellation of satellites, the proprietary imagery and associated support metadata included in our archives, and such other imagery products as we may offer following the Commissioning Date.

“Intellectual Property Rights” means all copyright and related rights, patent rights, trade or service marks, logos, rights to inventions, design rights, rights in or relating to databases, rights in or relating to confidential information, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, know-how and any other intellectual property rights (registered or unregistered) throughout the world including all rights of reversion and rights to any applications and pending registrations and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future anywhere in the world and the right to sue for and recover damages for past infringements.

“Internal User” means your employees and contractors who are required to access SatVu Products solely for the purposes permitted under this Agreement.

“Order Form” means the order form for the purchase of SatVu Products in which these Terms & Conditions are referred to and which specifies the Fees to be paid by Customer to SatVu.

“Party” means SatVu or Customer individually and “Parties” means them collectively.

“Platform” or “SatVu Platform” means the online cloud-based platform developed and operated by us and through which you can access SatVu Products via a subscription.

“Products” or “SatVu Products” means the API, SatVu Platform, the Imagery Products, the Analytic Products, and such other products or services as we may develop and offer to

customers.

“Term” commences on the Start Date and runs through the earlier of (a) the date specified in the Order Form or (b) an event of termination pursuant to the Agreement.

SatVu End User Licence Agreement

Revision: 27 July 2023

This EULA covers the use of SatVu’s Products. If you require help with the licence or wish to use the data outside of the terms and conditions of this EULA, please contact us at contracts@satellitevu.com.

1 INTRODUCTION

By accessing any SatVu Product, you agree to abide by the terms and conditions of this EULA, as supplemented by the Agreement.

2 ANALYTIC PRODUCTS AND IMAGERY PRODUCTS LICENCE

We grant you a non-exclusive, non-transferable, worldwide licence to use the Analytic Products and Imagery Products for the Term as specified in this EULA and as supplemented by the Agreement. No variation to this licence shall be binding unless agreed in writing between the Parties.

As referred to in our pricing guidelines, we offer several licence levels. Your licence level dictates how you may share the Analytic Products, Imagery Products, and Data Derivatives and is found in your Order Form. You may elect to upgrade your licence type at any time—for a single Analytic Product, Imagery Product, or such products—by contacting sales@satellitevu.com and paying the additional fees associated with such election as set forth in either (i) your Order Form or (ii) if no prices are specified in the Order Form, then SatVu’s current price guidelines.

Government Customers

We define “government customers” to include those agencies that form part of their home country’s formal government structure, as well as semi-governmental or intra-governmental organisations or agencies (“IGOs”) like NATO, the European Union, the World Bank, and the United Nations. All other customers are “commercial customers” and governed by the commercial section of clause 2.

For the purposes of clause 2, a “Government Purpose” means for the benefit of your home country (or, in the case of IGOs, its charter or stated purpose) pursuant to a specific program, mission, or stated requirements. A Government Purpose ends when the specific program, mission, or stated requirements terminate. Government customers include contractors or grant recipients that are working on the specific Government Purpose, provided those contractors or grant recipients may not share the Analytic Product, Imagery Product, or Data Derivative with any third-party or other government customer unless allowed under your license.

Licence Levels—Government Customers

- (i) Ordering Agency.
- (ii) Domestic Agencies.

- (iii) Foreign Partners.
- (iv) Public Release.

Licence Rights—Ordering Agency

With respect to Analytic Products and Imagery Products, if you, as a single Ordering Agency, have elected an Ordering Agency licence, you are **allowed to**:

- (a) store, access, and duplicate the **Analytic Products and Imagery Products** on your internal technology or on technology operated by a reputable third-party for your internal, Government Purposes. If you use technology operated by a third-party, you shall be responsible for all acts and omissions of that third party.
- (b) display an extract of the **Analytic Products and Imagery Products** on your public website or your social media generated by you that is:
 - (i) In a secure file or image format without any embedded geo-referencing information and without any image metadata (you may include collection date/time, vehicle, and band combination);
 - (ii) In a format that is non-extractable and non-downloadable and no higher resolution than the Imagery Product as delivered;
 - (iii) An image size no greater than 2048 x 2048 pixels;
 - (iv) Properly attributed as per clause 4 of this EULA;
 - (v) Does not result in any revenue to you.
- (c) Create and use **Data Derivatives** of the Analytic Products and Imagery Products for Government Purposes.

With respect to Analytic Products and Imagery Products, you are **prohibited from**:

- (d) Displaying the **Analytic Products and Imagery Products**, in whole or in part, on the World Wide Web or any other communications network or platform except as expressly set out in clause 2(b).

Licence Rights—Domestic Agencies

You, as the Ordering Agency, have all of the same rights and prohibitions as an Ordering Agency license, plus you may share the Analytic Products, Imagery Products, and Data Derivatives across your home country's governmental infrastructure. If you are an IGO, domestic agencies include all divisions under your IGO's umbrella.

Licence Rights—Foreign Partners

You have all of the same rights and prohibitions as a Domestic Agencies license, plus you may share the Analytic Products, Imagery Products, and Data Derivatives with foreign governments, foreign civil agencies, and IGOs who share the Government Purpose you are working on.

Licence Rights—Public Release

You have all of the same rights and prohibitions as an Ordering Agency license, plus you unlimited rights to allow full public dissemination of the Analytic Products, Imagery Products, and Data Derivatives without restriction, so long as the Analytic Product, Imagery Product, or Data Derivative that is publicly released meets the following criterion: (i) it is properly attributed according to the clause 4 below, (ii) it does not become public domain or otherwise convey to the public any right to the Analytic Product, Imagery Product, or Data Derivative beyond what

is provided for by free use and fair practice and other copyright limitations, (iii) is published at a resolution no better than the resolution of the delivered image, (iv) is only published with collection date/time, vehicle, and band combination, and (v) is non-extractable and non-downloadable.

Commercial Customers

If you elect a multi-organisation license level, you must specify the Entities with which you will share Analytic Products and Imagery Products in the Order Form. You may change the Entities at any time by contacting sales@satellitevu.com and executing an amended Order Form.

If you desire to commercialize Data Derivatives, you must disclose such use in advance to SatVu, describe such use with commercially reasonable detail, and such Data Derivative must not compete with any SatVu Product.

Licence Levels—Commercial Customers

- (i) Single-Organisation.
- (ii) Multi-Organisation, 2–5 Entities.
- (iii) Multi-Organisation, > Entities.
- (iv) Public Release.

Licence Rights—Single Organisation

With respect to Analytic Products and Imagery Products, if you have elected a Single Organisation licence, you are **allowed to**:

- (a) store, access, and duplicate the **Analytic Products and Imagery Products** on your internal technology or on technology operated by a reputable third-party for your internal, Non-Commercial Purposes. If you use technology operated by a third-party, you shall be responsible for all acts and omissions of that third party.
- (b) display an extract of the **Analytic Products and Imagery Products** on your public website or your social media generated by you that is:
 - (i) In a secure file or image format without any embedded geo-referencing information and without any image metadata (you may include collection date/time, vehicle, and band combination);
 - (ii) In a format that is non-extractable and non-downloadable and no higher resolution than the Imagery Product as delivered;
 - (iii) An image size no greater than 2048 x 2048 pixels;
 - (iv) Properly attributed as per clause 4 of this EULA;
 - (v) Does not result in any revenue to you.
- (c) Create and use **Data Derivatives** of the Analytic Products and Imagery Products for any and all purposes provided that you have such purposes have been disclosed to SatVu in advance with commercially reasonable detail.

With respect to Analytic Products and Imagery Products, you are **prohibited from**:

- (d) Displaying the **Analytic Products and Imagery Products**, in whole or in part, on the World Wide Web or any other communications network or platform except as expressly set out in clause 2(b).

Licence Rights—Multi-Organisation, 2–5 Entities

You, as the Single Organisation, have all of the same rights and prohibitions as a Single Organisation license, plus you may share the Analytic Products and Imagery Products with 2–5 Entities provided that such (a) Entities have been disclosed to SatVu in advance, (b) such Entities have acknowledged and agreed to abide by this EULA and the Agreement, (c) such Entities may only (i) use the Analytic Products and Imagery Products for their internal, Non-Commercial Purpose and (ii) may create Data Derivatives that may only be shared with you or the other Entities you have designated for sharing.

Licence Rights—Multi-Organisation, > 5 Entities

You have all of the same rights and prohibitions as a Multi-Organisation, 2–5 Entities, plus you may share the Analytic Products and Imagery Products with > 5 Entities and such Entities have the same rights and prohibitions as the Multi-Organisation, 2–5 Entities level.

Licence Rights—Public Release

You have all of the same rights and prohibitions as a Single Organisation, plus you unlimited rights to allow full public dissemination of the Analytic Products and Imagery Products without restriction, so long as the Analytic Product or Imagery Product that is publicly released meets the following criterion: (i) it is properly attributed according to the clause 4 below, (ii) it does not become public domain or otherwise convey to the public any right to the Analytic Product or Imagery Product beyond what is provided for by free use and fair practice and other copyright limitations, (iii) is published at a resolution no better than the resolution of the delivered image, (iv) is only published with collection date/time, vehicle, and band combination, and (v) is non-extractable and non-downloadable.

3 SATVU PLATFORM AND API LICENCE (ALL CUSTOMERS)

We grant you a non-exclusive, non-transferable, worldwide licence to use the SatVu Platform and API for the Term subject to the terms and conditions of this EULA and as supplemented by the Agreement. No variation to this licence shall be binding unless agreed in writing between the Parties.

With respect to the SatVu Platform and API, you are **allowed to**:

- (a) Use the Credentials to access the SatVu Platform for the applicable Term.
- (b) Use the API for the purposes of developing and implementing your own interfaces to the API for use with SatVu Products and the SatVu Platform.
- (c) If you have elected a Multi-Organisation level license, your Entities have the same rights and prohibitions as you with respect to the SatVu Platform and API.

4 COPYRIGHT ATTRIBUTION

You acknowledge that copyright subsists in SatVu Products and that all Intellectual Property Rights in SatVu Products and all trademarks and logos used on or in relation to SatVu Products shall remain with us. Copyright statements must be used with SatVu Products (included any permitted extracts) and Data Derivatives as follows, and as advised from time to time:

Thermal Infrared Imagery - © [YEAR] SatVu.

With respect to inclusion of Analytic Products, Imagery Products, or a Data Derivative in a movie, television program, documentary, webinar or other broadcast, the attribution can be included in the credits at the end of the production.

5 YOUR USAGE RESTRICTIONS

Except as otherwise expressly permitted by the Agreement, you will not, and you will not allow any Internal User, Entity, or third-party to:

- (a) Utilize SatVu Products in violation of this EULA or any term of the Agreement.
- (b) Make any representations concerning SatVu Products other than what SatVu makes available to the public.
- (c) Sell, supply to, or allow any use of Imagery Products or Data Derivatives by third parties except as expressly set out in clause 2 and allowed under your licence level.
- (d) Knowingly or negligently use any SatVu Products for any improper or illegal purpose.
- (e) Gain or attempt to gain unauthorized access to any SatVu Product or any element thereof, or disable, circumvent or otherwise interfere with any of our authentication or security measures and any measures we take to prevent or limit use or copying of SatVu Products.
- (f) Fail to upgrade SatVu Products with new versions to the extent provided by us.
- (g) Intentionally interfere with other customers' access to and use of SatVu Products or with its security or facilitate the attack or disruption of SatVu Products, including denial-of-service attacks, unauthorized access, or the distribution of Harmful Code.
- (h) Decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of any SatVu Product or any sample thereof.
- (i) Remove, obscure, or alter any trademark, copyright notice, or other notices or disclosures contained in a SatVu Product.
- (j) Make any SatVu Product available under any open-source software, open database, open database licences or other similar licences, unless otherwise agreed by SatVu in advance and in writing.
- (k) Act in a manner that impairs SatVu's Intellectual Property Rights.
- (l) Use SatVu Products to develop, use, or provide competing products or services.
- (m) Attempt to do any of the foregoing acts or assist or permit any person or entity to engage in any of the foregoing.