

Last Updated: 31 March 2022

This End-User License Agreement (“EULA”) is a legally binding contract between you and BlackSky Global LLC (“BlackSky”) regarding your use of BlackSky’s satellite imagery products and analytic products (the “Product”). In this EULA, “you” and “your” means the entity licensing the Product under this EULA (the “Ordering Entity”), and all customers other than our U.S. government customers and non-U.S. government customers. This would include, for example, commercial entities, academic and educational institutions, non-governmental organizations, non-profit organizations and global development organizations. Capitalized terms used herein but not defined shall have the meaning set forth in the parties’ contract or purchase order, as applicable.

PLEASE READ THE FOLLOWING TERMS CAREFULLY

BY PURCHASING, DOWNLOADING, ACCESSING, OR OTHERWISE USING THE PRODUCT, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE TO THE EULA, THEN YOU MAY NOT USE THE PRODUCT.

1. NO ADVICE OR OPINIONS

THE PRODUCT IS NOT INTENDED TO BE, AND DOES NOT CONSTITUTE, ADVICE OR OPINION(S) FROM BLACKSKY REGARDING YOU ACTING OR REFRAINING FROM ACTING.

2. OWNERSHIP OF PRODUCT

BlackSky (or its respective licensor as the case may be) is and shall remain the sole and exclusive owner of the Licensed Materials (as defined below), including the Product and Value-Added Product (as defined below). Notwithstanding the foregoing, BlackSky retains copyright authority over the Licensed Materials and Derived Product (as defined below). All rights in and to the Licensed Materials not expressly granted to you under this EULA are reserved for and retained by BlackSky. Nothing in this EULA is intended to nor shall it be construed as granting you any license to, direct access to, control of, or rights in any BlackSky satellite. The Licensed Materials are commercially available items and are provided to you with the limited rights set forth in this EULA, or as otherwise required by applicable law.

3. GENERAL DEFINITIONS

As used in this EULA:

"Affiliate" means, with respect to a Party, an individual or entity that Controls, is Controlled by or is under common Control with such Party, where "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Party, whether through the ownership of voting or other securities, by contract or otherwise.

"API Materials" means the application programming interfaces ("APIs") and associated tools and Documentation we make available for use with the Products, including sample code, software libraries, command line tools, data integration code, templates, and configuration files.

"Analytic Products" means BlackSky’s proprietary artificial intelligence analytics and machine learning derived data products, metadata, vectors, attributes, geo-temporal insights, measurements, situational awareness, multi-INT pattern-of- life, predictive modeling, trend forecasting, real-time event feeds, natural language processing,

automated tip & cue, analysis summary or other information report generated from Imagery Products, Third Party Content or Third Party Services.

“BlackSky Data” means any data, information or other content of any type and in any format, medium or form that is provided by us to you as part of your use of the Products, including API Materials, or that we generate or derive in connection with your use.

“BlackSky Partner” means any reseller, distributor or systems integrator authorized by us to sell the Products and Services.

“Commercial Use” means any use, copying, redistribution, retransmission, publication, or other exploitation of any Product or Service for any commercial advantage or private monetary compensation, including with respect to any use for advertising, marketing, or promotional materials and/or services or for any other commercial purpose whatsoever.

“Confidential Information” means any information or data including but not limited to any information relating to the financial situation, customers, business strategies, prospects, marketing, planning, programming, technical, pricing, legal and other information, ideas, samples, devices, prototypes, demonstrations, trade secrets, know-how, concept, designs, specifications and data, whether in written, electronic, photographic and/or other forms relating to and/or disclosed by or on behalf of the Disclosing Party to the Receiving Party, pursuant to this COM EULA. Such Confidential Information shall be clearly marked as “company confidential” or “commercial in confidence” by an appropriate legend, stamp or other marking, at the time of disclosure. Confidential Information which is orally or visually disclosed may only be protected under this COM EULA if it is identified as Confidential Information at the time of disclosure and then confirmed in writing within thirty (30) days from such oral or visually disclosure.

“Customer” means that individual, legal entity or government agency identified as customer legal entity on the applicable Order Agreement.

“Customer Authored Items” means all scripts, software services, applications and other code that you (or any Licensed End User authors solely and independently for your own internal use to support interoperability between your internal systems and the Products, provided that such Customer Authored Items are not based on or derived from our Confidential Information or our Intellectual Property Rights.

“Customer Data” means any data, information or other content of any type and in any format, medium or form that is created or provided by you, whether directly or indirectly through any Licensed End Users, for transmission, storage, integration, import, display, distribution or use in or through use of the Products.

“Derived Product” (DP) means a work that is created when a Licensed End User exploits an Imagery Product in a manner that irreversibly modifies and uncouples the work from its source, such that extraction of the principal features and characteristics of the source Imagery Product is impractical. An example of a Derived Product would be a digital elevation model extracted from stereo Imagery Products.

“Documentation” means the technical product specifications, service descriptions, user manuals, integration guides, reference materials and other documentation, whether in print or electronic format, that we make available relating to the Products and Subscription Service Products, as revised by us from time to time.

“Group Member” means (a) if you are commercial customer, one of your Affiliates and (b) if you are a government customer, another entity within your governmental infrastructure that is at the same or a lower level, unless we agree otherwise in writing.

“Imagery Products” means BlackSky’s proprietary data products that consists of imagery and associated support metadata collected by the Satellites owned or controlled by BlackSky. The Imagery Products include both previously collected satellite imagery available within the archive library catalog and new tasking imagery

collections where Licensed End User designates where imagery data should be collected by the constellation of Satellites within a designated time period. For new tasking imagery collections BlackSky does not guarantee that the imagery will be collected on or before the designated time period concludes. For the avoidance of doubt, any data from Imagery Products that is extracted to a smaller subset, resized to different resolution or converted to a different file format than the original Product deliverable are still considered Imagery Products and licensed with the same rights as Licensed Materials. Imagery Products does not include satellite or other imagery owned by third party suppliers and licensed under third party Terms.

“Intellectual Property Rights” means all intellectual property rights, as they exist anywhere in the world, whether registered or unregistered, including all: (a) patents, patent applications, patentable inventions and other patent rights (including any divisions, continuations, continuations-in-part, reissues, reexaminations and interferences thereof), (b) trademarks, service marks, trade dress, trade names, taglines, social media identifiers and related accounts, brand names, logos and corporate names and all goodwill related thereto, (c) copyrights, mask works, designs and any other equivalent rights in works of and any other related rights of authors, (d) internet domain names and internet addresses, (e) trade secrets, know-how, inventions, processes, procedures, database rights, and other proprietary information and rights and (f) moral rights and publicity rights.

“Licensed Materials” means Products that are delivered or otherwise made available for your use.

“Licensed End User” means any person that uses or interacts with the Licensed Materials, either as a guest or an authenticated user. Except as otherwise expressly provided in the Order Agreement, Licensed End Users are limited your employees, consultants or authorized third-party contractors who are providing services to you with a legitimate need to access the Licensed Materials for the purpose of providing services to you.

“Order Agreement” means that agreement or other ordering document prepared by BlackSky or BlackSky Partner that sets forth the Products or Services that BlackSky offers to license to Customer and related terms, and that is presented to Customer for acceptance.

"Platform" means the online cloud-based platform developed and operated by BlackSky which Licensed End Users are able to access the Licensed Materials. The Platform includes both application programming interface (API) and graphical user interface (GUI) web applications that are made available to Licensed End Users to access Analytic Products, Imagery Products and Subscription Service Products. The Platform includes a variety of tools and web services designed for searching, viewing, ordering and downloading the Licensed Material. For the avoidance of doubt the available graphical user interfaces of the BlackSky Platform include Spectra Tasking, Spectra AI, BlackSky Events and Spectra Archive web applications with associated APIs.

“Products and Services” means those products or subscription services licensed by the Customer as described in the Order Agreement and Product specification or Service description, which may include, without limitation, Analytic Products, Imagery Products, and subscription service products delivered via subscription-based access to the Platform.

“Professional Services” means any additional consulting, integration, training or other professional services we may provide to you, as detailed in an Order Agreement.

“Services” means, collectively, applicable Support Services and Professional Services.

“Share” or “Sharing” or “Shareable” means the physical or electronic transfer of Licensed Material to a Licensed End User.

“Support Services” means our standard support services for the Products that we provide at no additional charge to you and our upgraded support services (such as our Concierge and Premium levels) that you may purchase from us.

“Terms” means the term of the Order Agreement, which will continue until the expiration of the Order Term of the last outstanding Order Agreement, unless otherwise terminated as provided herein.

“Third Party” means any organization or party that is not listed as a Licensed End User in Section 4.

“Third Party Content” means any third party-owned data made available by us via the Platform, including enhanced satellite imagery, news articles, photographs and associated metadata.

“Third Party Services” means any third party-provided services made available by us via the Platform or as part of the provision of Products and Services to you.

“Value-Added Product” (VAP) means a work that is created when a Licensed End User modifies an Imagery Product through technical manipulation, addition of data, or both, in each case where the principal features and characteristics of the source Imagery Product are retained in the work and are extractable through technical means. Value-Added Products created from Imagery Products received under the Order Agreement are considered Imagery Products. An example of a Value-Added Product would be a GeoPDF intelligence report containing an Imagery Product with map annotation overlays.

4. LICENSE TO LICENSED MATERIALS

Subject to your complete and ongoing compliance with this EULA, Licensed Materials purchased at any level license (in the current BlackSky official price list) may be converted to a higher level license upon written notification to BlackSky, and upon payment of the difference between the price listed for the existing level license and the price listed for the desired level license.

As further detailed below, we currently support 4 licensing types, each of which is separately referenced in our Price List:

- COM Internal License
- COM Group 2-5 License
- COM Group > 5 License
- COM Public Release License

The COM Internal License applies, and is priced accordingly, where a single entity wishes to license Licensed Materials for its own internal use. The remaining licensing types provide tiered usage and sharing options.

Your purchased license level will be designated in the Order Agreement, and you may move to a higher license level at any time upon written notice to us and payment of the price differential between your then-current level and the higher license level.

4.1 General License Rights. We grant you a perpetual, non-exclusive, non-transferable, irrevocable worldwide license to the Licensed Materials as set forth below:

(a) License purchased rights for Licensed Materials are in perpetuity.

(b) Licensed End Users may generate and Share unlimited hardcopies and softcopies of the Licensed Materials in accordance with Section 3.

(c) Licensed End Users may generate unlimited Value-Added Products from Licensed Materials and Share such products as described in Section 3.

(d) Licensed End Users may generate unlimited Derived Products from the Licensed Materials and Share products without restriction except as set forth herein in Section 4.

(e) You and the Licensed End Users will preserve our copyright markings and copyright metadata in Value-Added Products.

(f) Copyright markings will be included on all Value Added Products as appropriate.

4.2 License Grants by Type. Subject to your ongoing compliance with the Order Agreement, we grant to you the limited, irrevocable, perpetual, non-exclusive, non-transferable right set forth below based on your corresponding license level in effect at the time and subject to the restrictions set further below:

(a) A **COM Internal License** grants to you and to an unlimited number of Licensed End Users the right to display, perform, reproduce and internally share Licensed Materials and to develop Value-Added Products and Derived Products, in each case for your internal Non-Commercial Use only, unless express prior written consent is provided by BlackSky..

(b) A **COM Group 2-5 License** grants to you a COM Internal License plus the right to grant to up to four Group Members, and to an unlimited number of their respective Licensed End Users, the same rights granted to you in the preceding clause (a) for internal Non-Commercial Use only, unless express prior written consent is provided by BlackSky.

(c) A **COM Group > 5 License** grants to you a COM Internal License plus the right to grant to an unlimited number of Group Members, and to an unlimited number of their respective Licensed End Users, the same rights granted to you in the preceding clause (a) for internal Non-Commercial Use only, unless express prior written consent is provided by BlackSky.

(d) A **COM Public Release License** grants to you, and if applicable your Group Members, unlimited rights to the Licensed Material to permit full public dissemination without restriction, with the understanding that Licensed Material that is publicly released does not become public domain or otherwise convey to the public any right to the Licensed Material beyond what is provided for by fair use and other copyright limitations.

5. LICENSE RESTRICTIONS AND PROHIBITED CONDUCT

With respect to each of the license grants in Section 4.1, we grant you and all Licensed End Users the rights to Share Licensed Materials subject to the following restrictions:

- A. use Licensed Material for any fraudulent or illegal purpose, or in violation of any applicable law, treaty, or regulation, including, but not limited to, the International Traffic in Arms Regulations and the Export Administration Regulations;
- B. violate, or encourage others to violate, any right of a third-party, including violating an individual's privacy rights or by infringing or misappropriating any third-party intellectual property right;
- C. alter or remove any markings, logos, indications of ownership, copyright notice, or narrative material accompanying Licensed Material, or any sample thereof;
- D. decompile, disassemble, reverse engineer, or otherwise attempt to decode any Licensed Materials;
- E. perform functions of a reseller of the Licensed Materials to any third-party;
- F. provide copies of, or access to, the Licensed Materials beyond what is necessary for your internal business purpose (e.g., no unlimited access or sharing of bulk data or images) except where stated herein;
- G. make the Licensed Materials available under any open source license or agreement to any third-party or use the Licensed Materials in a manner that would subject the Licensed Materials to become subject to any open source license except where stated herein;
- H. make the Licensed Materials available, or resell, to a commercial entity or other third-party for any commercial or revenue generating purpose, except as otherwise allowed under your level license;
- I. provide copies of, or access to, the Licensed Materials to a third-party for their own use, apart from supporting their contract with you, except as otherwise allowed under your purchased level license as identified in a purchase order;
- J. allow a third-party to disclose or share the Licensed Materials with any other party (or the public), either

- publicly or privately, except as otherwise allowed under your level license;
- K. disable or circumvent features that prevent or limit use or copying of any Licensed Material;
- L. except as permitted herein, modify the Licensed Materials; and
- M. place the Licensed Materials, or allow the Licensed Materials to be placed, into the public domain, or otherwise be publicly shared (e.g., public websites), except as otherwise allowed under your purchased level license as identified in a purchase order.

If you become aware of any individual or any entity, including but not limited to, an approved Third Party, a MOD Entity, or a foreign entity, engaging in any prohibited conduct or appearing to engage in any prohibited conduct, you will promptly notify BlackSky and immediately exert best efforts to mitigate such prohibited conduct to BlackSky's reasonable satisfaction. At the sole discretion of BlackSky, BlackSky may immediately terminate the license to the applicable party engaging in such prohibited conduct. The Ordering Agency agrees to indemnify and hold BlackSky harmless from all claims by third parties arising out of the Ordering Agency's or an approved Third Parties', a MOD Entities', or a Foreign Entities' use of the Licensed Materials.

6. ADDITIONAL CONDITIONS

By using the Licensed Materials, you agree:

- A. the rights and licenses granted to you are subject to BlackSky maintaining the license(s) issued to BlackSky by the United States Department of Commerce to operate a private remote-sensing space system ("Operating License") and any other applicable authority;
- B. all Licensed Materials shall clearly and conspicuously contain the following statement: "This image is provided under license from BlackSky Global LLC. All rights are expressly reserved by BlackSky Global LLC.";
- C. to immediately notify BlackSky if you discover any unenhanced or unprocessed imagery data in any Licensed Materials;
- D. BlackSky may retain copies of any data generated from your use of the Licensed Materials;
- E. if Product does not substantially conform to BlackSky's stated specifications, your sole remedy is to submit a written request for replacement within twenty one (21) days of delivery to you. If BlackSky agrees the Product does not substantially conform to stated specifications, BlackSky will either, at its sole discretion, replace or issue a refund for the non-conforming Product. If you do not submit a request for replacement within the five-day time period, you shall be deemed to have accepted the Product;
- F. any distribution of the Licensed Materials to commercial entities for commercial purposes, or commercialization of algorithms is strictly prohibited without BlackSky's prior written consent;
- G. if you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Licensed Materials ("Feedback"), then you hereby grant BlackSky an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free license to exploit the Feedback in any manner and for any purpose, including to improve the Licensed Materials or create other products and services; and
- H. you shall make available a copy of this EULA to every recipient of the Licensed Material at the time of such delivery.

7. DISCLAIMERS; LIMITED WARRANTY

BLACKSKY WARRANTS THAT THE PRODUCT AND THE MEDIA UPON WHICH THE LICENSED MATERIALS IS DELIVERED WILL SUBSTANTIALLY CONFORM TO BLACKSKY'S STATED SPECIFICATIONS FOR TWENTY ONE (21) DAYS AFTER THE DATE OF DELIVERY TO YOU; PROVIDED SUCH PRODUCT IS USED ON APPROPRIATE COMPUTER HARDWARE. BLACKSKY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE LICENSED MATERIALS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. BLACKSKY DOES NOT WARRANT THAT THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR FREE OF ERRORS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BLACKSKY, OR ANY MATERIALS ACCOMPANYING THE LICENSED MATERIALS, WILL CREATE ANY WARRANTY OF ANY KIND REGARDING BLACKSKY OR THE LICENSED MATERIALS THAT IS NOT EXPRESSLY STATED IN THIS EULA. BLACKSKY IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE LICENSED MATERIALS, YOUR USERS, APPROVED THIRD PARTIES, MOD ENTITIES, AND/OR FOREIGN AGENCIES USE OF THE LICENSED MATERIALS. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE LICENSED MATERIALS IS AT YOUR OWN DISCRETION AND YOUR OWN RISK, AND THAT BLACKSKY IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR ANY LOSS OF DATA. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. BLACKSKY DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT BLACKSKY IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

8. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT THE PARTIES WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS), ARISING OUT OF, OR RELATING TO, THE LICENSED MATERIALS OR USE OF THE LICENSED MATERIALS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT YOU HAVE BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF BLACKSKY AND ITS AFFILIATES TO ANY PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS EULA, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID BLACKSKY OR BLACKSKY PARTNER FOR THE SPECIFIC LICENSED MATERIALS GIVING RISE TO SUCH CLAIM; OR (B) \$100 UNITED STATES DOLLARS. NO ACTION, REGARDLESS OF THE FORM, ARISING OUT OF, OR RELATING TO, THIS EULA, MAY BE BROUGHT BY ANY PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

EACH SECTION OF THIS EULA THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN BLACKSKY AND YOU UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE EULA. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS HEREIN. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

9. TERM AND TERMINATION

This EULA is effective upon the first of purchase, download, access, or use of the Licensed Materials. Either Party may terminate this COM EULA for cause if the other Party (a) materially breaches this COM EULA and fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching Party (or such other period of time as may be mutually agreed upon based on the circumstances of the breach) or (b) becomes generally unable to pay its debts as such debts become due, becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or goes into liquidation, if proceedings are initiated for the purpose of having a receiving order or winding up order made against such Party, or takes any like action in furtherance of the foregoing. Notwithstanding any cure period, we may terminate this COM EULA immediately where you materially fail to comply with applicable law. If you terminate this COM EULA for cause, we will refund to you any prepaid fees applicable to the period of time following the effectiveness of the termination directly or through a BlackSky Partner. Any fees accrued before such effective date will remain due and payable.

10. MODIFICATIONS

BlackSky reserves the right (at its sole discretion) to amend, modify, add to, or delete portions of this EULA at any time and for any reason. The amended EULA shall become effective from the date BlackSky notifies you and provides you with a copy of the amended EULA or makes such amended EULA publicly available on its website. Your continued use of the Licensed Materials constitutes your agreement to the amended EULA. If you object to the amended EULA, your sole recourse is to discontinue use of the Licensed Materials.

11. MISCELLANEOUS

- A. The EULA, as may be amended from time to time, and your Order Agreement represent the entire and exclusive understanding and agreement between you and BlackSky regarding your use of the Licensed Materials.
- B. You may not assign or transfer this EULA, or your rights under this EULA, in whole or in part, by operation of law or otherwise, without BlackSky's prior written consent. BlackSky may assign the EULA at any time without notice or consent.
- C. If any part of the EULA is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. This EULA is governed by and construed in accordance with the laws of the Commonwealth of Virginia, U.S.A., without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly excluded from application to this EULA. You and BlackSky submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Fairfax County, Virginia, U.S.A., for resolution of any lawsuit or court proceeding permitted under this EULA.
- D. The Licensed Materials may be subject to export control laws and regulations of the United States or in other countries. Ordering Agency agrees to comply fully with all such export control laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import the Licensed Materials as may be required. Ordering Agency agrees that it will not export or re-export any Licensed Materials to any organizations or nationals in United States embargoed territories or nations with respect to which the United States Department of Commerce, the United States Department of State, or United States Department of Treasury maintains any commercial activities sanctions program.
- E. All payments due shall be payable by you in United States dollars. All references to "dollars," "U.S. \$," and "\$" herein or in any purchase order or price list shall mean United States dollars.
- F. This EULA is provided in the English language. The English language version of this EULA shall hereby be considered the original agreement and shall prevail over any other version or translation of the EULA at all times. Any version of this EULA, price list, or purchase order provided or otherwise translated into a language other than English is for your convenience only. You agree that all communications, notices, and documentation to be furnished hereunder shall be in the English language only.