

NEAR SPACE LABS END USER LICENSE AGREEMENT (“EULA”)

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PLEASE READ THIS EULA CAREFULLY BEFORE PURCHASING AND DOWNLOADING THE PRODUCTS. THE LICENSE TO USE THE PRODUCTS IS SUBJECT TO YOUR PRIOR ACCEPTANCE OF THIS EULA, AND YOU AGREE THAT THIS EULA WILL APPLY TO THE PRODUCTS AND YOUR USE THEREOF. THE LICENSE TO THE PRODUCTS GRANTED UNDER THIS EULA IS GRANTED BY NSL, AND NSL RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU UNDER THIS EULA IN AND TO THE PRODUCTS. BY DOWNLOADING, ACCESSING OR USING THE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THIS EULA. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS EULA, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE PROVISIONS OF THIS EULA, DO NOT BROWSE, USE OR DOWNLOAD THE PRODUCTS.

Acceptance of This EULA

Near Space Labs, Inc. (“NSL”, “we”, “us”, or “our”) provides its products (the “Products”) subject to the terms and conditions contained in this EULA. NSL is willing to grant to you the rights set forth herein only upon your acceptance of this EULA.

NSL reserves the right, at our sole discretion, to change or modify portions of this EULA at any time. Your continued use of the Products after the date any such changes become effective constitutes your acceptance of the new EULA.

License Grant

The Products are being licensed, not sold. NSL is granting to you, subject to this EULA, a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable (in accordance with this EULA) license during the Term to (a) download and use the Products for your internal business purposes, and (b) create a Value-Added Product incorporating all or any portion of the Products as set forth below for the purpose of distributing, reproducing or displaying the Products to a final purchaser that has acquired the Products for (1) its own internal use and not for resale, remarketing, or distribution or (2) incorporation into its own products solely as expressly permitted under this EULA.

“Value-Added Products” means products or services related to analysis of the Products through algorithms, indices, calculations, and/or human inspection, and derivative products, which contain the Products licensed by you pursuant to this EULA. Value-Added Products do not include the Products on a stand-alone basis.

In any Value-Added Products, you will include an attribution that identifies NSL as the provider of the Products as well as in the legal notices on your “about” screen, user documentation, or other location that you use to identify third-party licensors.

Restrictions on Use

You agree that you will not use the Products for any purpose except as expressly set forth in this EULA. You agree that you will not at any time, directly or indirectly: (a) alter, remove, or obscure any proprietary notices, watermarks or legends included or embedded in the Products; (b) distribute the Products or make the Products available for download as a standalone product or service or not in connection with Value-Added Products; (c) use the Products in violation of applicable laws; (v) use the Products to geo-reference your data sets or data sources. Additionally, you will not use the Products in any manner that enables (x) military aggression (interpreted as inflicting harm, suffering or death on any human or use

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Ownership: Title

You acknowledge and agree that (a) NSL retains ownership of and title to the Products and all intellectual property rights contained therein, and all subsequent copies thereof, regardless of the form or media, including copyright, patent, trademark and trade secret rights, and (b) no provision of this EULA conveys any ownership interest to you in or to any of the Products, and you will not acquire any right in the Products except the limited rights specified in this EULA. If you send or transmit any communications or materials to NSL related to the Products ("Feedback"), you hereby assign to NSL all right, title and interest in, without any attribution or compensation to any party, the Feedback.

No Support or Maintenance

Unless you have entered into a separate agreement, NSL is not obligated, whether express or implied, to provide any maintenance, technical support or other support for, or updates to, the Products.

Representation and Warranties

You hereby represent and warrant that (a) you are not in any way restricted from entering into this EULA; (b) your use of the Products will not violate, misappropriate or infringe any intellectual property rights or other proprietary or legal right of any third party or NSL; and (c) you shall only use the Products in the manner expressly provided for under this EULA and in accordance with all applicable laws and regulations.

Export

You agree that you will not export or re-export the Products (or any copies thereof) or any products utilizing the Products in violation of any applicable laws or regulations of the United States or the country in which you obtained them.

Indemnification

You agree to defend, indemnify, and hold harmless NSL, its affiliates, and its and their respective officers, employees, directors, service providers, licensors, and agents (collectively, the "NSL Parties") from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use or distribution of the Products or any Value-Added Product, your violation of this EULA, your violation of any rights of another, or your violation of applicable laws, rules, or regulations.

Disclaimer of Warranties

THE PRODUCTS ARE PROVIDED "AS IS" AND NSL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATED TO THE PRODUCTS. NSL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NSL MAKES NO WARRANTY OF ANY KIND THAT THE PRODUCTS OR ANY RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

Limitation of Liability

IN NO EVENT WILL NSL BE LIABLE UNDER OR IN CONNECTION WITH THIS EULA UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS, PLATFORM, PROFESSIONAL SERVICES, OR DELIVERABLES, IN EACH CASE REGARDLESS OF WHETHER NSL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL NSL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS EULA EXCEED \$50.00.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ALL OR ANY PORTION OF THE PRODUCTS OR WITH THIS EULA, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PRODUCTS.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

Term

This EULA is effective until terminated.

Termination

NSL may terminate this EULA immediately if you fail to comply with any term or condition of this EULA. Upon termination of this EULA, you shall cease all use of the Products and must delete the Products and all copies, full or partial, from anywhere such copies exist.

Miscellaneous

The failure by NSL to enforce any right or provision of this EULA will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of NSL. If any provision of this EULA is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this EULA and will not affect the validity or enforceability of the remaining provisions of this EULA. This EULA is governed by the laws of the State of New York. Any suit, action or proceeding arising out of or relating to this EULA will be litigated exclusively in the state or federal courts located in New York County, New York. You will not assign any of your rights or delegate any of your obligations under this EULA without NSL's prior written consent. NSL may freely assign all of its rights and obligations under this EULA without consent or notice. Any purported assignment or delegation in violation of this section is null and void. The parties are independent contractors and neither party, by virtue of this EULA, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party. This EULA may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. This EULA, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this EULA and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. This EULA may

be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement.