SKYWATCH

END USER DATA LICENSE AGREEMENT

This Agreement governs your use of ODP Data as received through your utilization of the SkyWatch Platform provided by SkyWatch Space Applications Inc. ("SkyWatch"). Please read this Agreement carefully since it contains references and links to ODP EULA, and other important terms which impact your rights and obligations. If you do not wish to abide by the terms herein and the applicable ODP EULA(s), please do not use the SkyWatch Platform to obtain ODP Data.

1. DEFINITIONS

"Agreement" means this End User Data License Agreement in respect of use of ODP Data.

"Derived Data" means, unless otherwise defined in the applicable license for the ODP Data, means any product developed from ODP Data, which does not contain any source imagery and from which the ODP Data cannot be extracted, such as un-editable documents, plots, incident analysis, density plots, risk analysis and other statistics, maps, and related outputs (sometimes referred to as a Derivative Image Product (DIP)) produced by Licensee or SkyWatch using ODP Data.

"Licensee" means you, the party agreeing to the terms of this Agreement to access and use the ODP Data and whose authorized end users access and use the ODP Data pursuant to this License.

"Original Data Provider" or **"ODP"** means the owner and originating source for each ODP Data set as provided in Schedule A.

"SkyWatch Platform" means the SkyWatch software application which allows Licensee to access ODP Data.

"ODP Data" means data, generally but not exclusively, taking the form of satellite data, which has been made accessible by use of the SkyWatch Platform.

"ODP EULA" means the end user license agreement, as set out by each ODP as applicable to you, and to which you must adhere in order to use the ODP Data.

2. LICENSE/AUTHORIZED USE/INTELLECTUAL PROPERTY RIGHTS

2.1. **License**. SkyWatch grants to Licensee a limited, restricted, non-sublicensable, nonexclusive, non-transferable, non-assignable, revocable license to the ODP Data offered through the SkyWatch Platform for the term specified herein (this "License"). All rights and uses of ODP Data not expressly granted by this Agreement, or any applicable ODP EULA, are reserved by SkyWatch and SkyWatch licensors respectively.

2.2. **Authorized Use**. Licensee:

(a) <u>may</u> use the ODP Data to create Derived Data, subject to Schedule A, provided however that in addition to any attribution requirements set out in the applicable ODP EULA, SkyWatch is identified as the source of the ODP Data and any Derived Data contains the following notice: "Includes content sourced via SkyWatch Space Applications Inc.";

(b) <u>may</u> use the ODP Data for any other purpose expressly permitted under the applicable ODP EULA

(c) <u>may not</u> use the ODP Data in a manner which is (i) considered illegal under any laws, contrary to local rules and regulations, or contrary to the ODP Data EULA terms,(ii) build a service which competes with Licensor and its licensors, or (iii) pass off the ODP Data as any other party's data than the source of the ODP Data.

2.3**. Intellectual Property Rights.** The ODP Data is protected by applicable copyright laws and international treaty provisions. SkyWatch and Original Data Providers as the case may be, shall own and retain all right, title and interest in and to the ODP Data including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Except as expressly set forth in this Agreement, Licensee's possession or use of the SkyWatch Platform does not transfer to Licensee any title to the intellectual property in ODP Data. Licensee will take any and all actions that may reasonably be required by SkyWatch to protect the proprietary rights as owned by SkyWatch or third-party providers.

3. WARRANTIES, DISCLAIMERS AND LIABILITIES

3.1. ODP Data is provided "AS IS". It is acknowledged and understood that neither SkyWatch nor any SkyWatch affiliate or licensor has made, nor shall be deemed to have made, any representations or warranties whatsoever with respect to the use, content, completeness, availability or accuracy of ODP Data supplied under this Agreement. To the maximum extent permitted by applicable law, SkyWatch and its licensors disclaim all liabilities and warranties, either express or implied, including but not limited to implied warranties and conditions of merchantability, including but not limited to being free of any errors, fit for a particular purpose, meeting Licensee's requirements, and being free of interference and uninfringing with respect to the ODP Data. Licensee assumes responsibility for selecting the ODP Data to achieve

Licensee's intended results. Under no circumstances will SkyWatch, our representatives, affiliates, or licensors and suppliers be liable for any damages arising from or relating to the use of the ODP Data, including, but not limited to, any loss of profit, earnings, anticipated earnings, interruption or loss of business, or any consequential losses, problems, or fault arising howsoever.

4. INDEMNIFICATION

4.1. In addition to any other applicable indemnification provisions set out in an ODP EULA under Schedule B, Licensee will indemnify and hold SkyWatch and the applicable Original Data Provider harmless from and against any loss or damage which arises as a result of (i) Licensee's breach of the license grants and restrictions herein, and (ii) Licensee's violation of any applicable laws, and regulations.

5. TERMINATION

This Agreement and Licensee's right to the ODP Data will (i) solely at SkyWatch's discretion, automatically terminate upon Licensee committing a restricted act as set out in Section 2.2(c) in this License, or (ii) be suspended or terminated, as applicable, in the event the Licensee's account is suspended or terminated in accordance with the Terms of Service applicable to the SkyWatch Platform.

6. EXPORT CONTROL

Licensee agrees to comply with all applicable laws, including those set out in an applicable ODP EULA in Schedule B, that may impose registration, reporting, licensing, or other export control requirements on the ODP Data.

7. ATTRIBUTIONS FOR ODP DATA USE

7.1. As set out in its ODP EULA, an Original Data Provider may from time to time require that in case ODP Data is used in a particular manner, applicable attributions are included.

8. MISCELLANEOUS

8.1. A breach of any applicable ODP EULA shall be deemed to be a breach of License.

8.2. No failure or delay by either Party to exercise any right hereunder at any time shall constitute a waiver of such right at any future time.

8.3. Licensee may not assign this Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of SkyWatch, such consent not to be unreasonably conditioned, withheld or delayed. Any assignment or transfer in violation of the above is void.

8.4. This Agreement is binding on the Parties, their successors and assigns. SkyWatch at its sole discretion reserves the right to subcontract any or all of its obligations under this Agreement to subcontractors of its choosing.

8.5. This Agreement will be construed under the laws of the Province of Ontario and the laws of Canada applicable therein, and each Party hereby submits to the exclusive jurisdiction of Ontario Courts. The English language version of this Agreement will be controlling in the interpretation or application of the terms of this Agreement.

8.6. If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions will remain in full force and effect.

8.7. All notices required under this Agreement must be in writing and delivered by email, in absence of any bounce-backs, commercially established courier service, facsimile with written confirmation of success, personal courier or via certified mail, return receipt requested, to the addresses specified on the first page of this Agreement or at such other address as the Parties will designate in writing from time to time. Notices are deemed delivered when received by any of the above means.

8.8. The terms and conditions of this Agreement will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favour they operate.

8.9. No term of this Agreement is intended to confer a benefit on or be enforceable by, any person who is not a Party to this Agreement.

8.10. Each person accepting the terms and conditions of this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorised and has full authority to execute and deliver this Agreement.

SCHEDULE A: ODP EULAS

Planet Labs PBC	https://assets.planet.com/docs/Master_Content_License_Agreement_2023.1.pdf
Airbus DS Geo Inc.	https://skywatch-legal.s3.us-west-2.amazonaws.com/Airbus_Standard_End-User_Licence_Agreement_January_2025.pdf
Satellogic (Urugus S.A.)	https://satellogic.com/license-agreement/
European Space Agency (Sentinel)	https://sentinels.copernicus.eu/documents/247904/690755/Sentinel_Data_Legal_Notice
Capella Space Corporation	https://www.capellaspace.com/legal/data-licensing
21AT (Twenty First Century Aerospace Co.)	https://skywatch-legal.s3.us-west-2.amazonaws.com/21AT_EULA.pdf
SIIS (SI Imaging Services)	https://skywatch-legal.s3.us-west-2.amazonaws.com/siis_eula.pdf
Umbra Lab Inc.	https://umbra.space/umbra-satellite-tasking-services-terms-and-conditions/
Vexcel Imaging US, Inc.	https://vexceldata.com/eula/
BlackSky Global LLC	https://blacksky.com/general-terms-for-order-agreement-subscription-packages/
ICEYE US	https://assets.ctfassets.net/nzn0tepgtyr1/T15K84yEmnh1iOdBcMq1s/be7589e981830d9a11335d1cae5ba631/Iceye_EULA.pdf
I.S.I. (ImageSat International Ltd.)	https://skywatch-legal.s3.us-west-2.amazonaws.com/ImageSat+EULA-For_Imagery_and_analytics.pdf
Wyvern	https://skywatch-legal.s3.us-west-2.amazonaws.com/Wyvern_EULA_Public_Release_License.pdf
Urban Sky, Inc.	https://skywatch-legal.s3.us-west-2.amazonaws.com/EndUserLicenseAgreement-UrbanSky202407.pdf
Vantor (formerly Maxar Technologies Inc.)	https://vantor.com/resources/internal-use-license/

Impro	https://skywatch-legal.s3.us-west-2.amazonaws.com/Go%CC%88ktu%CC%88rk-1_EULA.pdf
EagleView	https://www.eagleview.com/terms/
Nearmap US Inc.	https://www.nearmap.com/legal/end-user-license-agreement