End User License Agreement
Blackshark ORCA™ HUNTR

This End User License Agreement (the "**Agreement**") is entered between Blackshark.ai GmbH., an Austrian corporation, located at Kaiserfeldgasse 1/1/2, Graz 8010, Austria ("**Blackshark**") and you ("**you**" or "**Licensee**"). This Agreement is entered into by Blackshark, by itself or through a Blackshark Authorized Reseller or a marketplace transacting on Blackshark's behalf, and Licensee. If you are entering into this Agreement on behalf of a company or other legal entity, you represent you have the authority to bind that entity and its Affiliates.

By signing or otherwise indicating acceptance of this Agreement or downloading, accessing, or Using any Licensed Software covered under this Agreement, you, on behalf of Licensee, are accepting and agreeing to be bound by this Agreement. Capitalized terms in this Agreement have the meaning defined in Section 1 below.

License Agreement Terms and Conditions

SECTION 1. Definitions

1.1 "**Affiliate(s)**" means any legal entity that owns, is owned by, or is commonly owned with a party. "Own" means having more than 50% ownership or the right to direct the management of the entity.

1.2 "**Area(s) of Interest**" or "**AOI(s)**" means the geographical part(s) specified by a (set of) bounding box(es) of latitude and longitude coordinates specified in the Order Confirmation, that contain the target area(s) for which rights granted under Section 2 apply. Only the Areas of Interest may be used in Licensed Software. Blackshark may supply Licensee with Licensed Software that may contain or may access geographical data for a footprint larger than the Area of Interest.

1.3 "**Authorized Reseller**" means a reseller of Licensed Software, as defined below, with which Blackshark has an Authorized Blackshark Reseller Agreement in effect or an online marketplace acting as a seller-of-record for Blackshark.

1.4 "**Blackshark Materials**" means any tangible or intangible materials (including hardware, software, source and object code, documentation, methodologies, knowhow, processes, techniques, ideas, concepts, technologies, and data from Blackshark or Blackshark suppliers) provided by or on behalf of Blackshark to Licensee under this Agreement. Blackshark Materials further include all modifications to, Enhancements of, or derivative works of, the foregoing materials, and any data entered into any Licensee database as part of the execution or utilization of Blackshark Materials. Blackshark Materials do not include:

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(d) Any Output Artifacts generated from Source Imagery obtained directly by or on behalf of the Licensee.

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1.6 "**Claim(s)**" means all third-party claims, actions, demands, proceedings, damages, costs, and liabilities of any kind.

1.7 "**Data Protection Law**" means any law applicable to Publisher or Customer, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("**GDPR**"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

1.8 "**Development and Test Environment**" means each physical or virtual location, whether owned or leased by the Licensee, or otherwise provided to the Licensee by a cloud service provider, where Instances will be deployed for development and/or testing in accordance with the Purpose.

1.9 "**End User(s)**" means a person or entity authorized by Blackshark or an Authorized Reseller to receive and Use

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(b) Any application or right to apply for any of the rights referred to in Section 1.13(a), and all renewals, extensions, and restorations.

1.14 "**Licensed Software**" means all Blackshark software, Blackshark Materials, Output Models, and related SaaS software services provided to Licensee by or on behalf of Blackshark under this Agreement which include(s) computer software in source and/or object code and may include services delivered over a network, provided by Blackshark or its Affiliates, all documentation related to such software or SaaS services whether in electronic, printed or other form, and including all updates, fixes, and other changes to any of the foregoing (collectively "**Software Upgrade(s)**"). The Licensed Software set forth in this Agreement specifically covers the Blackshark products and services listed in the Order Confirmation. Licensed Software also includes any new AI model or algorithm generated by or trained by the Use of Licensed Software.

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1.16 "**License Scope**" means the scope of authorization and permitted uses of Licensed Software by Licensee or End User and any associated restrictions as specified in Section 2 of this License Agreement.

1.17 "**Licensee's Product**" means a lawful product, service, website, publication, application, platform or solution created by Licensee using the Licensed Software that is within the description of "Licensee's Product" on the Order Confirmation and that: (i) provides distinct, legitimate, material and bona fide features and functionality separate and apart from the integrated Licensed Software and is not a mere reuse, repackaging or other standalone distribution of the Licensed Software; (ii) prevents the copying, separation, unbundling, extraction, isolation, removal or other any use or distribution of the Licensed Software other than as incorporated into the Licensee's Product.

1.18 "**Licensee's Internal User(s)**" means any of Licensee's and Licensee's Affiliates employees or Subcontractors that authorized to Use Licensed Software or any Output Artifact or derivative works of Output Artifacts that were provided by Licensee as part of or in conjunction with Licensee's Product.

1.19 **"Order Confirmation"** means the document or agreement prepared by Blackshark, or its Blackshark Authorized Resellers, that sets forth the Licensed Software, Blackshark Materials, and delivery terms and conditions to the Licensee. A sales quotation does not constitute an Order Confirmation.

1.20 "**Output Artifact(s)**" means any output data and metadata produced by Using the Licensed Software to process Source Imagery. For avoidance of doubt, Output Artifact(s) are the direct output of an AI/ML algorithm to extract features from Source Imagery and do not include Output Models.

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1.23 "**Production Environment**" means each physical or virtual location, whether owned or leased by the Licensee, or End User, or otherwise provided to the Licensee or End User by a cloud service provider, where Instances will be deployed for production in accordance with the Purpose.

1.24 "**Purpose**" means the authorized end Use of Licensed Software, Blackshark Materials and/or Output Artifacts as specified by Licensee and certified by the Licensee in the Order Confirmation.

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1.26 "**Standard Contractual Clauses**" means the standard data protection clauses for the transfer or personal data to

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1.27 "**Subcontractor(s)**" means either a third party to whom Licensee delegates one or more of its obligations under this Agreement or a Licensee Affiliate not contracting directly with Blackshark.

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(b)   Rental: Licensee may not sell, rent, lease, or lend the Licensed Software standalone and not in conjunction with Licensee's Product.

(c)   Licensee will not modify, reverse engineer, decompile, or disassemble Licensed Software.

(d)   RESERVED.

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SECTION 3. Fees, Invoicing and Taxes

3.1 In consideration of the rights granted in this Agreement, Licensee will pay the fees ("**License Fees**") set forth in the Order Confirmation.

3.2 License Fees are due and payable in accordance with dates and payment terms established in the Order Confirmation and are non-refundable.

3.3 The Total License Fees for the Initial Subscription Term are due in full at the commencement of the Term. Notwithstanding the foregoing, Blackshark may at its sole discretion and based upon Licensee's creditworthiness, permit Licensee to divide payment for the Total License Fees for the Initial Term into equal annual installments due on the anniversary of the Delivery Date. Such Initial Term License Fee installments shall be paid even in the event that this License Agreement is terminated due to Licensee's breach of this License Agreement.

3.4 In the event of non-payment, Blackshark may at its sole discretion suspend delivery of any undelivered

Licensed Software or discontinue online access to Licensed Software, if any, until past due amounts have been paid.

3.5 Invoicing. Blackshark will invoice Licensee in accordance with the terms specified in the Order Confirmation. Unless otherwise agreed to in writing, all invoices are due thirty (30) days from their issuance. All past due amounts will accrue interest at the lower rate of: (a) 1.5% per month; or (b) the highest rate permissible under applicable law.

3.6 Taxes. All License Fees do not include any sales, use, value-added, foreign withholding or other taxes, duties, fees, excises, or tariffs imposed on the licensing or use of the Licensed Software (collectively, "**Taxes**"). Licensee is responsible for, and if applicable will reimburse Blackshark within thirty (30) days of request, all Taxes, and any related penalties, except for taxes imposed on Blackshark's net income. If Licensee is required to withhold Taxes from payments, the amount due and payable to Blackshark must still equal the License Fees that would otherwise be payable had the Taxes not been withheld, and Licensee must provide Blackshark with a receipt or other acceptable documentation from the applicable taxing authority evidencing the payment of the Taxes.

SECTION 4. Warranty Disclaimer

4.1 THE BLACKSHARK MATERIALS ARE PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE.

SECTION 5. Term and Termination

5.1 Term. The Term of this Agreement commences upon the delivery of any Licensed Software to Licensee and will continue for the period of the "Initial Term" specified on the Order Confirmation unless earlier terminated in accordance with this Agreement. If no Initial Term is specified on the Order Confirmation, the Initial Term for the subscription is one year. Thereafter, if automatic renewal is selected on the Order Confirmation, the Term for the subscription and associated fees will automatically renew for additional one year renewal terms (each a "**Renewal Term**"), unless either party gives notice to the other party of its intent not to renew the subscription prior to the end of the Initial Term or then-current Renewal Term (collectively, the Initial Term and all Renewal Terms are the "**Subscription Term**") as specified in the Order Confirmation. If the Order Confirmation specifies that the license Term is Perpetual, the Term of this Agreement shall continue in perpetuity or until terminated under section 5.2 below.

5.2 Termination for cause: Either party will have the right to terminate this Agreement if the other party is in material breach of any term or condition of this Agreement and fails to remedy such breach within thirty (30) days after receipt

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of written notice of such breach given by the non-breaching party.

5.3   Effect of termination. Each party will return or destroy the Confidential Information and property of the other within 10 calendar days of the effective date of termination of this Agreement unless otherwise instructed. For Licensed Software accessed under a subscription, all rights granted under Section 2.1 will immediately cease and Licensee will discontinue all access and use of Licensed Software and any associated online services.

5.4   Licensee will promptly return or destroy any Licensed Software and Archival and Backup Copies on request or termination of Licensee's license.

5.5   Destruction of Materials Produced Using Licensed Software. Upon termination of this Agreement, Licensee shall destroy all Blackshark Materials and any Output Models in Licensee's possession.

5.6   Survival. The provisions of this Agreement which, by their terms, require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. The surviving provisions include, but are not limited to, the Confidentiality obligations of Section 6, the Warranty Disclaimer of Section 4, the Limitations of Liability of Section 7, the Data Protection obligations of Section 9, the Export Restrictions of Section 11.2, the Initial Term Installment Payments of Section 3.3 and all indemnity obligations and any applicable indemnification procedures will be deemed to survive the termination or expiration of this Agreement.

SECTION 6. Confidentiality.

6.1   Confidential Information. During the Term, and for five years thereafter, Licensee will hold in strictest confidence, and will not use or disclose to any third party, any Blackshark Confidential Information. The term "Blackshark Confidential Information" means all non-public information that Blackshark designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Blackshark Confidential Information includes information relating to:

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  (c)   Marketing or promotion of any Blackshark product;

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  (e)   Licensees or Licensees of Blackshark;

  (f)   Information received from others that Blackshark must treat as confidential; and

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6.2   If Licensee has questions regarding what comprises Blackshark Confidential Information, Licensee will consult Blackshark. Blackshark Confidential Information does not include information known to Licensee prior to Blackshark's disclosure to Licensee, or information that becomes publicly available through no fault of Licensee.

SECTION 7. Limitations of Liability

7.1   WAIVER OF CONSEQUENTIAL DAMAGES. IN NO EVENT WILL BLACKSHARK, ITS AFFILIATES, AUTHORIZED RESELLERS, OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7.2   CAP ON LIABILITY. IN NO EVENT WILL THE TOTAL LIABILITY OF BLACKSHARK, ITS AFFILIATES, AUTHORIZED RESELLERS, AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THE LICENSED SOFTWARE, BLACKSHARK MATERIALS, AND THIS AGREEMENT EXCEED THE FEES PAID BY LICENSEE FOR THE LICENSED SOFTWARE AND/OR BLACKSHARK MATERIALS GIVING RISE TO THE CLAIM.

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SECTION 8. Indemnification

8.1   Each party. (the "**Indemnifying Party**") will indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents (the "**Indemnified Party**") from and against all losses and Claims, which result from, arise in connection with or are related in any way to any breach by the Indemnifying Party of any of its representations, warranties, covenants and obligations set forth herein. If a third party asserts any claim or allegation which, if proven, would constitute a breach by the Indemnifying Party of any of its representations, warranties, covenants, or obligations set forth in this Agreement, the Indemnifying Party shall be promptly notified of such claim by the Indemnified Party and given control of the defense and/or settlement thereof. In addition, Licensee shall indemnify Licensor and its Authorized Resellers, and Licensor shall have no obligation to indemnify Licensees for:

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9.1 EU Standard Contractual Clauses**.** To the extent applicable, the parties will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland. All transfers of Licensee Data out of the European Union, European Economic Area, and Switzerland will be governed by the Standard Contractual Clauses, as designated by the European Commission, made available by the Blackshark at the applicable URL for such terms or as otherwise communicated to Licensee.

9.2 Personal Data**.** Licensee consents to the processing of Personal Data by Blackshark and its Affiliates, and their respective agents and Subcontractors, as provided in this Agreement. Before providing Personal Data to Blackshark, Licensee will obtain all required consents from third parties (including Licensee's contacts, partners, distributors, administrators, and employees) under applicable privacy and Data Protection Laws.

9.3 Processing of Personal Data; GDPR. To the extent Blackshark is a processor or sub-processor of Personal Data subject to the GDPR, the Standard Contractual Clauses govern that processing, and the parties also agree to the following terms in this subsection ("**Processing of Personal Data**; **GDPR**"):

(a) Processor and Controller Roles and Responsibilities**.** Licensee and Blackshark agree that Licensee is the controller of Personal Data and Blackshark is the processor of such data, except when

(i) Licensee acts as a processor of Personal Data, in which case Blackshark is a sub-processor or

(ii) stated otherwise in any Licensed Software-specific terms. Blackshark will process Personal Data only on documented instructions from Licensee. In any instance where the GDPR applies and Licensee is a processor, Licensee warrants to Blackshark that Licensee's instructions, including appointment of Processor as a processor or sub-processor, have been authorized by the relevant controller.

(b) Processing Details**.** The parties acknowledge and agree that:

(i) the subject-matter of the processing is limited to Personal Data within the scope of the GDPR;

(ii) the duration of the processing will be for the duration of the Licensee's right to use the Licensed Software and until all Personal Data is deleted or returned in accordance with Licensee instructions or the terms of this Agreement;

(iii) the nature and purpose of the processing will be to provide the Licensed Software pursuant to this Agreement;

(iv) the types of Personal Data processed by the Licensed Software include those expressly identified in Article 4 of the GDPR; and

(v) the categories of data subjects are Licensee's representatives and end users, such as employees, contractors, collaborators, and Licensees, and other data subjects whose Personal Data is contained within any data made available to Blackshark by Licensee.

(c) Data Subject Rights; Assistance with Requests**.** Blackshark will make information available to Licensee in a manner consistent with the functionality of the Licensed Software and Blackshark's role as a processor of Personal Data of data subjects and the ability to fulfill data subject requests to exercise their rights under the GDPR. Blackshark will comply with reasonable requests by Licensee to assist with Licensee's response to such a data subject request. If Blackshark receives a request from Licensee's data subject to exercise one or more of its rights under the GDPR in connection with Licensed Software for which Blackshark is a data processor or sub-processor, Blackshark will redirect the data subject to make its request directly to Licensee. Licensee will be responsible for responding to any such request including, where necessary, by using the functionality of the Licensed Software. Blackshark will comply with reasonable requests by Licensee to assist with Licensee's response to such a data subject request.

(d) Use of Sub-processors**.** Licensee consents to Blackshark using the sub-processors listed at the applicable Blackshark URL or as otherwise communicated to Licensee. Blackshark remains responsible for its sub-processors' compliance with the obligations herein. Blackshark may update its list of sub-processors from time to time, by providing Licensee at least 14-days' notice before providing any new sub-processor with access to Personal Data. If Licensee does not approve of any such changes, Licensee may terminate any subscription for the affected Licensed Software without penalty by providing, prior to expiration of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.

(e) Records of Processing Activities**.** Blackshark will maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of Personal Data on behalf of Licensee, make them available to Licensee upon request.

SECTION 10. Third Party Beneficiary

10.1 Third Party Beneficiary. Licensee acknowledges and agrees that Blackshark is a third-party beneficiary of any agreements between Licensee and Licensee's Internal Users for the Use, sub-licensing or distribution of Output Artifacts or for the Use of Output Models, and that, upon Licensee's acceptance of the terms and conditions of this Agreement, Blackshark will have the right (and will be deemed to have accepted the right) to enforce its rights under this Agreement against the Licensee's Internal Users as a third party beneficiary thereof.

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11.3 Governing law; jurisdiction. The laws of the Republic of Austria govern this Agreement excluding its conflicts of law rules. The U.N. Convention on the International Sale of Goods (CISG) will not apply to this Agreement in whole or in part. Each of the Parties irrevocably agrees, as far as legally permissible, that the competent court for Graz, Austria, shall have exclusive jurisdiction to hear and determine any suit action or proceedings and to settle any disputes which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.

11.4 No waiver. A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

11.5 Assignment. Licensee will not sell, assign, transfer, pledge or encumber this Agreement or any right, or delegate any duty or obligation under this Agreement, by assignment or operation of law, without Blackshark's prior written consent. Blackshark will not unreasonably withhold such consent. Licensee will be deemed to have assigned this Agreement if Licensee engages in a change of control transaction. Blackshark may assign this Agreement to any of its Affiliates. This Agreement will inure to the benefit of and bind all permitted successors, assigns, receivers, and trustees of each party.

11.6 Certification and Audit. Upon Blackshark's written request, and not more than once per calendar year, Licensee will certify its compliance with this License Agreement and the licenses granted hereunder. Upon thirty (30) days written notice and no more than once every twelve (12) months, Blackshark may audit Licensee's compliance with this License Agreement, including without limitation, Licensee's Usage Reporting, sub-licensing, Use and distribution of Output Artifacts. Licensee will cooperate with Blackshark's audit and provide reasonable assistance and access to information and records related to this License Agreement, Licensee's obligations, and the Licensee's use of the Licensed Software. Audits will not unreasonably interfere with Licensee's normal business operations and will be subject to reasonable confidentiality requirements. If an audit results in a finding of non-compliance, Blackshark may (a) invoice any additional license fees due with interest as set forth herein; (b) recover the cost of the audit if additional fees exceed five percent (5%) of the fees paid during the audit period; and (c) terminate this License Agreement and the Blackshark licenses in accordance with Section 5 of this License Agreement. Licensee must pay invoices issued under this Section within thirty (30) days following the date of invoice.

11.7 Compliance with Laws. Licensee is responsible for its own compliance and compliance of its Affiliates, and Subcontractors with laws, regulations, and other legal requirements applicable to the conduct of its business and this Agreement and agrees to comply with all these laws regulations and other legal requirements including, without limitation the Foreign Corrupt Practices Act of the United States of America and the Convention on Combating Bribery of Foreign Government Officials.

11.8 Force majeure. Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

11.9 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

11.10 Modifications. This Agreement may not be modified except in writing and signed by authorized representatives of Blackshark and Licensee. Digital signatures are deemed to be equivalent to original signatures for purposes of this Agreement.

11.11 Notices. Notices may be provided either by electronic or physical mail. All notices under this Agreement must be in writing. Electronic notices sent to Blackshark via email must be sent to notices@blackshark.ai with confirmation of transmission. Notices sent via hard copy must be sent to the address listed at the top of this Agreement. Each party shall be entitled to modify its address and contact email by notice given in accordance with this section.

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11.12   Entire Agreement. This Agreement, including the Order Confirmation and any Exhibits and attachments thereto and other materials incorporated by reference, constitutes the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all previous and contemporaneous agreements, understandings, and arrangements with respect to these transactions, whether oral or written.

11.13   Counterparts. The parties may execute this Agreement in any number of counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding on both parties.

Facsimile and electronic signatures will be binding for all purposes.

11.14   Construction. Neither party has entered this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.

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