

## **Bluestaq LLC. Global Data Marketplace End User License Agreement**

Last updated: July 2025

Please read the following terms and conditions of the End User License Agreement (the “Terms”) carefully. By using any components of the Global Data Marketplace, including creating an account, the user (“You” or the “User”) agrees to these terms and conditions.

This website permits access to the Global Data Marketplace (GDMP) which provides the ability to:

- Create a Vendor account enabling you to sell your product to consumers
- Create a Consumer account enabling you to place orders and purchase vendor products
- Invite users to your Consumer or Vendor account

To obtain access, all users must abide by the following terms and conditions:

- The User agrees not to transfer or redistribute any data or technical information received from this website, or other GDMP source, including the analysis of data, to any other entity without prior express approval.
- The User agrees to pay an amount that may be charged, as detailed below in GDMP Payment and Fees
- To create an account and access GDMP, the User acknowledges they are at least 18 years of age.
- The User agrees he or she will only enter this site utilizing his or her own username and password. The User agrees not to share, assign or transfer his or her username or password to another. Each individual user or entity is required to obtain a separate account.
- The User agrees to provide a valid and working email address at registration and for the duration of Account usage. This ensures effective communication with and delivery of services to the User. As part of the registration process, the User will be asked to provide and verify his/her email address.
- The User agrees to be respectful of other GDMP users and exercise diligence and caution while using GDMP services and APIs and avoid activities which could result in a denial of service to other users such as (but not limited to): repeated unthrottled/non-rate-limited requests, opening and using multiple concurrent connections, running untested automation scripts/applications, and repeatedly performing large queries.

## **GDMP Payment and Fees**

### **GDMP Fees**

Each product listed on GDMP will be at a price set by a GDMP Vendor. In addition, GDMP will calculate a fee for each product, using a percentage of the total purchase price of a product bought through GDMP. This fee will be paid by the GDMP Consumer and will be clearly displayed on the website before the GDMP Consumer agrees to the terms of the proposal for a product.

### **GDMP Payment Platform(s)**

#### Consumers:

As a Consumer, to use the payment functionality of GDMP, you must open an account with a third-party payment provider integrated with GDMP, and you must accept the applicable terms of service and privacy policy of such provider(s). Any funds held in such account(s) are held by the financial institution partners of the relevant provider(s), as set out in their terms of service. You authorize GDMP to collect and share with the applicable provider(s) your personal information, which may include full name, date of birth, social security number, physical address, email address, and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your account(s) with such provider(s) through GDMP, and account notifications from the provider(s) will be sent by GDMP, not directly by the provider(s). Bluestaq will provide customer support for your account activity with such provider(s), and customer support can be reached at our website [www.bluestaq.com](http://www.bluestaq.com).

As a GDMP Consumer, you agree to make payments to the GDMP Vendors as agreed to in the GDMP Vendor proposals that you accept so long as the Vendor continues to provide the agreed-upon products purchased and described in GDMP.

GDMP Consumers agree that each GDMP Vendor has the option to halt the supply of the products should the GDMP Consumers payments become delinquent.

GDMP Consumers agree that the GDMP Vendors will be notified via email if a payment fails to process successfully for any reason. This notification is an automated email sent directly from the Global Data Marketplace.

Vendors: As a GDMP Vendor and in order to receive payment through the GDMP application, you expressly authorize the Bluestaq service providers, to originate credit transfers to your financial institution account. You authorize Bluestaq to collect and share

with the appropriate payment platform your personal information including full name, email address and financial information, and you are responsible for the accuracy and completeness of that data.

GDMP Vendors agree that the GDMP Consumer has the option to halt payment, ask for a full, or partial refund if the GDMP Vendor does not fulfill the delivery of products agreed-upon in the order and the acceptance of the order proposal.

GDMP Vendors agree that they are bound by the terms and conditions of the Vendor Marketplace Agreement. Should there be any conflict between the Vendor Marketplace Agreement and these Terms, the Vendor Marketplace Agreement controls.

### **GDMP Vendor – Orders**

As a GDMP Vendor, you agree to deliver products as agreed to when an GDMP Consumer accepts the GDMP Vendor's proposal. If the GDMP Consumer selected the "pay in full" option, the GDMP Vendor agrees to deliver all products listed in the order.

As a GDMP Vendor or Consumer you agree that MP Global Consumer orders are created at a point in time and that requested data items may be subject to change over time depending on the specific parameters of the order. Expectations on cost and data received must be set within the bounds of this agreement.

The User agrees to hold harmless the GDMP, Bluestaq or any agencies and instrumentalities thereof, and any individuals, firms, corporations, and other persons acting for the United States. Such shall be immune from any suit in any court for any cause of action arising from the provision or receipt of space situational awareness services or information, whether or not provided in accordance with 10 USC 2274, or any related action or omission. See, 10 USC 2274 (g).

### **Miscellaneous**

The User agrees these terms and conditions shall be governed by and construed in accordance with U.S. Federal law and the laws of the State of Colorado without reference to choice of law. Approved GDMP access must be renewed periodically. Bluestaq and/or the GDMP may unilaterally terminate this agreement for any reason. The agreed-upon terms and conditions above do not alter in any way those of any other written agreement with the United States Government or the GDMP for space situational awareness services and information. The GDMP reserves the right to change or modify these terms and conditions at any time, and without prior notification.

This site may be inaccessible for short periods of time for routine maintenance and updates. The GDMP reserves the right to limit both access duration and data amounts for

any user. The GDMP is provided on an “as is” “with all faults” and “as available” basis and we make no guarantees that the GDMP will be free of errors, interruptions in service or technical issues. We make no warranties, express or implied, and hereby disclaim all implied warranties, including but not limited to any warranty of merchantability and warranty of fitness for a particular purpose.

You agree to indemnify and hold harmless Bluestaq, its contractors, and its licensors and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of the GDMP, including but not limited to any violation of the Privacy Policy and/or these Terms.

WHERE ALLOWED UNDER APPLICABLE LAW, IN NO EVENT WILL BLUESTAQ, ITS DIRECTORS, OFFICERS, EMPLOYEES, THIRD-PARTY AFFILIATES, OR AGENTS BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHER THEORY), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF LOSS OR DAMAGE MAY BE FORESEEABLE, FOR (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO YOUR USE, MISUSE, OR INABILITY TO USE OUR SERVICES; (II) ANY INTERRUPTION OF USE OF OUR SERVICES OR LOSS OR CORRUPTION OF DATA; OR (III) ANY RELATED LOST PROFITS. OUR LIABILITY ARISING FROM THE PRIVACY POLICY, THESE TERMS AND THE USE OF THE GDMP WILL NOT EXCEED THE GREATER OF \$100 OR THE TOTAL AMOUNT YOU HAVE PAID US IN THE PAST 6 MONTHS. A good faith attempt to resolve any issue with us must be made prior to the escalation of any claim or dispute. GDMP Customers and GDMP Vendors agree that any action will be brought exclusively in the state courts of Colorado located in El Paso County, or the federal courts located in Denver, Colorado, as applicable. The parties hereby submit to the personal jurisdiction and venue of such courts and agree to service of process under the statutes of Colorado. To the extent that such courts refuse to exercise jurisdiction, the parties hereto agree that jurisdiction shall be proper in any court in which jurisdiction may be obtained. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## **Contact Us**

If you have any questions about this End User License Agreement (EULA), You can contact us:

- By email: [marketplace@bluestaq.com](mailto:marketplace@bluestaq.com)