Wyvern General Terms And Conditions

Last Updated: 08 May 2025

The following Wyvern general terms and conditions, together with any additional terms they expressly incorporate by reference (collectively, these "**Wyvern General Terms And Conditions**") governs any Order Agreement (as defined in Section 1.3) entered into between Wyvern Incorporated ("**Wyvern**") and Customer (as defined in Section 1.3) visiting, browsing, accessing, downloading, installing or otherwise using (the terms "use" and "using" will refer to any of the foregoing) the Product (defined in Section 1.3). These Wyvern General Terms And Conditions incorporate the terms and conditions of the Order Agreement and the applicable EULA (as defined in Section 1.3) (together, the "**Agreement**"). This Agreement is entered into on the Order Agreement Effective Date as set out in the initial Order Agreement.

By using the Product and the Wyvern Platform, Customer acknowledges that Customer has read, accepts and agrees to be bound by and comply with the terms and conditions set out in this Agreement, as amended from time to time in accordance with Section 21.7. If Customer does not accept and agree to be bound by this Agreement, Customer will immediately cease any further use of the Product.

By its use of the Product, Customer represents and warrants to Wyvern that it has the capacity to enter into this legally binding Agreement. If Customer is using the Product on behalf of another person, Customer hereby represents and warrants to Wyvern that Customer has the authority to bind such person to this Agreement.

The Product may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. General; Order Agreement; Definitions.

1.1 General. This Agreement sets forth the terms and conditions under which Wyvern makes available the Product. These Terms and Conditions do not, absent the execution of an Order Agreement, create any business relationship or impose any obligation on Wyvern to provide any license, access, product, or service.

1.2 Addenda. Wyvern and Customer will identify the Products subject to this Agreement in one or more Order Agreements. Each Order Agreement once executed will be deemed to be incorporated by reference into the terms and conditions of this Agreement. However issued, Customer and Wyvern agree that, among other terms, each Order Agreement will specify:

(a) its own Order Agreement Term;

(b) the Product to be made available to Customer and the associated license rights and levels for them;

(c) applicable Fees; and

(d) any additional terms, conditions or requirements applicable to specific Products, including any additional EULAs. Provided Wyvern and Customer execute the required Order Agreement or End Customer purchases a license to use the applicable Product from a Reseller or Partner, and subject to the terms and conditions of this Agreement, Wyvern will provide Customer with access to the applicable Product and if applicable, Wyvern Platform, in each case, in accordance with terms and conditions of the applicable Order Agreement and applicable EULA.

1.3 Definitions. Capitalized terms used in this Agreement have the meaning ascribed to them in the preamble or in this Section 1.3 as follows:

"**Action**" has the meaning set out in Section 9.1(a).

"**Affiliate**" means, with respect to a party, any corporation or other legal entity which is directly or indirectly controlling or controlled by, or under common control with that party. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation or legal entity.

"**Anti-Corruption Laws**" means any applicable laws and regulations relating to anti-bribery or anti-corruption (governmental or commercial), including laws and regulations that prohibit the corrupt payment, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any representative of a foreign governmental authority or commercial entity to obtain a business advantage, including Canada's Corruption of Foreign Public Officials Act (CFPOA), as amended, and, as applicable, any national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

"**Applicable Laws"** means applicable statutes, by-laws, rules, regulations, orders, ordinances, guidelines or judgments, in each case of any Governmental or Regulatory Authority.

"**Attribution**" means acknowledgement as credit to the copyright holder and identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by Wyvern.

"**Commercial Purpose**" means redistribution, retransmission or publication in exchange for a fee or other consideration, which may include, without limitation: (a) advertising; (b) use in marketing and promotional materials and services on behalf of a customer, client, employer, employee or for Customer's benefit; (c) use in any materials or services for sale or for which fees or charges are paid or received.

"**Confidential Information**" means all information disclosed by or on behalf of one Party to the other, whether in written, oral or visual form, which is identified at or before the time of disclosure as being proprietary or confidential or that due to its character and nature, or the circumstances of its disclosure, a reasonable person would recognize as being proprietary or confidential. Confidential Information includes the terms of each Order Agreement, Reseller Agreement, Personal Information and all information relating to Licensed Materials including Product Specification, unless you have obtained Wyvern's prior written approval for such use or disclosure.

"**Customer**", "**you**", or "**your**" means the company, organization, legal entity or government agency that has purchased a license or right to use the applicable Product directly from Wyvern, including any End Customer.

"**Customer Data**" means any data, information, content, records, and files, including Personal Information, that Customer (or any of its Licensed Users) loads, makes available to and is accessed by, transmits to or enters into the applicable Product.

"**Customer User Account**" has the meaning set out in Section 3.2.

"**Customer Indemnitee**" has the meaning set out in Section 9.1(a).

"**Derived Product (DP)**" means work that is created when a Licensed User exploits Licensed Material 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 Licensed Material is impracticable.

"**Discloser**" has the meaning set out in Section 11.1.

"**Dispute**" has the meaning set out in Section 20.

"**Electronic Delivery**" means the delivery of Product(s) to Customer, Reseller or Partner via an electronic delivery method potentially including, but not limited to, File Transfer Protocol (FTP), secure file transfer protocol (SFTP), Ellipsis Drive or cloud storage services such as Amazon Web Services (AWS) Simple Storage Service (S3), Microsoft Azure Blob, Google Storage, or OCI Object Storage.

"**End Customer**" means the company, organization, legal entity or government agency who purchases and receives Product directly from a Reseller or Partner.

"**End Customer Agreement**" means an agreement between End Customer and a Reseller or Partner, where applicable.

"**End User License Agreement**" or "**EULA**" means any separate end user license agreement terms and conditions governing the use of a Product, as attached, linked or otherwise incorporated into the Agreement, or a Supplement, as such terms and conditions may be updated from time to time by us in our sole discretion.

"**Excluded Claim**" has the meaning set out in Section 9.2.

"**Feedback**" has the meaning set out in Section 2.3.

"**Fees**" has the meaning in Section 6.1.

"**Force Majeure Event**" means an act of God or of the public enemy, epidemics, quarantine restrictions, terrorism, governmental act, accident, war, riot, strikes, embargoes, weather conditions, a Satellite failure or Satellite launch failure, internet service provider or telecommunication outages or other cause of a similar nature that is beyond a Party's reasonable control and without its fault. In our case, a Force Majeure Event will be deemed to include any restrictions imposed on us: (a) under Applicable Laws or requirements of a Governmental or Regulatory Authority or as result of any changes to them or loss of any licenses thereunder; and (b) by the enactment, adoption or modification of any law, regulation, or order by the U.S. government or any applicable foreign governmental

authority that, in either case, limits or prohibits us from delivering Products to you or otherwise performing our obligations hereunder.

"**Force Majeure Period**" has the meaning set out in Section 16.

"**Governmental or Regulatory Authority**" means any national, provincial, state, county, municipal, quasi-governmental or self-regulatory department, authority, organization, agency, commission, board, tribunal, regulatory authority, dispute settlement panel or body, bureau, official, minister, Crown corporation, or other law, rule or regulation-making entity having jurisdiction over Wyvern, Customer, the Wyvern Platform, the Product, the Customer Data or any other person, property, transaction, activity, event or other matter related to this Agreement, including subdivisions of, political subdivisions of and other entities created by, such entities.

"**Indemnitee**" has the meaning set out in Section 9.4.

"**Indemnitor**" has the meaning set out in Section 9.4.

"**Imagery Data Product(s)**" means Wyvern's or its licensors' proprietary imagery data products that consist of imagery and associated support metadata or measurements collected by the Satellites. The Imagery Data Products include both previously collected satellite imagery available within the archive library catalog and new tasking imagery collections where a Licensed User designates where imagery data should be collected by the constellation of Satellites within a designated time period. For new tasking imagery collections Wyvern does not guarantee that the imagery will be collected on or before the designated time period concludes. For the avoidance of doubt, any images derived from an Imagery Data Product that is extracted as a smaller subset, resized to different resolution or converted to a different file format than the original Imagery Data Product deliverable is still considered an Imagery Data Product and is licensed with the same corresponding rights.

"**Information Data Product(s)**" means a Product that consists of extracted data layers, spectral indices, vector datasets, raster datasets or other information datasets that may include excerpts of satellite imagery data. For the avoidance of doubt, Information Data Product will be considered Licensed Material.

"**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.

"**Internal Use**" means use of the Product solely for the internal business purposes of Customer and their direct authorized contractors but not for any other purposes including Commercial Purpose.

"**Licensed Material**" means any Product, including all data and metadata, that are delivered or otherwise made available to Customers, Resellers or Partners for use as set forth in the applicable Order Agreement, Reseller Agreement or Partner Agreement.

Wyvern Proprietary Information

"**License Term**" means the license term for Customer's use of the applicable Product as set out in the applicable EULA.

"**Licensed User**" means the authorized recipient and any person that uses or interacts with the Licensed Materials. Except as otherwise expressly provided in the Order Agreement, including in a Supplement of the Order Agreement, Licensed Users are limited to your employees, consultants, students, 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 Customer.

"**Loss**" or "**Losses**" means any and all losses, damages, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Modifications**" means modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations, and "**Modify**" has a corresponding meaning and includes any Updates.

"**Order Agreement**" means an ordering document agreed by Customer (directly by Wyvern or indirectly by a Partner or Reseller in connection with an applicable Reseller Agreement or Partner Agreement) that specifies the Products or services purchased by Customer, including any product specific terms, Supplements, or addenda thereto. The term "Order Agreement" does not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

"Order Agreement Effective Date" means the effective date of the applicable Order Agreement.

"**Order Agreement Term**" means the order agreement term stated in the applicable Order Agreement.

"**Partner**" means a data distribution partner, platform provider, systems integrator, cloud services provider or original equipment manufacturer (OEM) who has a specific agreement with Wyvern for distribution of Products to specific End Customers or direct integration of Products into their platforms, marketplaces, systems, architectures or equipment.

"**Partner Agreement**" means the contractual agreement between a partner organization and Wyvern authorizing the partner organization to distribute Products to specific End Customers or resell licenses to use the Products in the partner's platform, marketplace, system, architecture or equipment.

"**Personal Information**" means information of an identifiable individual transferred by Customer or its Licensed Users to Wyvern hereunder.

"**Privacy Policy**" has the meaning set out in Section 7.

"**Product(s)**" means those product(s) licensed to Customer or End Customer, as applicable, as described in the Order Agreement, Partner Agreement or Reseller Agreement, which may include, without limitation, Imagery Data Products and Information Data Products.

"**Product Specification**" means, with respect to each Product, the document that describes the technical specifications of the product published by Wyvern and available upon request.

"**Public Release**" means the ability to copy and redistribute the Product in any medium or format, along with ability to remix and build upon the Product, for any purpose including public dissemination and Commercial Purpose, as long as appropriate attribution credit is given to Wyvern with indication if changes were made to Product in full alignment with Creative Commons Attribution 4.0 International (CC BY 4.0) license.

"**Recipient**" has the meaning set out in Section 11.1.

"**Reseller**" means a reseller or distributor organization that has a Reseller Agreement with Wyvern authorizing them to resell licenses to use the Products in a designated distribution channel.

"**Reseller Agreement**" means the contractual agreement between Wyvern and an authorized Reseller enabling their ability to resell Products and distribute Licensed Materials to their End Customer in the designated distribution channel as called out in the Reseller Agreement.

"**Satellite**" means any and all spacecrafts that form part of Wyvern's Earth observation satellite constellation or remote-sensing space system either owned by Wyvern, leased from a third-party or operated by a third-party who provides spacecraft-acquired data-as-a-service to Wyvern.

"**Supplement**" means any additional supplement that we may incorporate from time to time in the Order Agreement that set forth terms and conditions applicable to certain types of Wyvern's products or customers (such as government customers) which may add to, or vary from, these Wyvern General Terms And Conditions.

"**Support Services**" means our standard support services for the Product. The term "Support Services" does not include any support for any End Customer which is provided solely by Reseller or Partner as applicable.

"**Taxes"** has the meaning set out in Section 6.5.

"**Term**" has the meaning in Section 12.1.

"**Updates**" means any Product changes that we make generally available without requiring the payment of additional fees. Wyvern reserves the right, in its sole discretion, to update the Products and to make changes or modifications to the Wyvern Platform at any time.

"**Value-Added Product (VAP)**" means work that is created when a Licensed User modifies Licensed Material—through technical manipulation, addition of data, or both—where the principal features and characteristics of the source Licensed Material are retained in the work and are extractable through technical means.

"**Warranty Period**" has the meaning set out in Section 8.3.

"**Wyvern API**" means the application programming interface (API) services component of the Wyvern Platform that provides an online programmatic interface to order Products and access Licensed Material.

"**Wyvern Console**" means the graphical user interface (GUI) web application component of the Wyvern Platform that provides an online web portal to order Products and access Licensed Material.

"**Wyvern Indemnitee**" has the meaning set out in Section 9.3.

"**Wyvern Platform**" means the online platform where Licensed Users are able to access the Licensed Materials. The Wyvern Platform includes both application programming interface (API) and graphical user interface (GUI) web applications that are made available to Licensed Users to access Products. The Wyvern Platform includes a variety of tools and web services designed for searching, viewing, ordering and downloading Licensed Material. For the avoidance of doubt, the available components of the Wyvern Platform include the Wyvern Console and Wyvern API.

"**Wyvern Property**" has the meaning in Section 2.1.

1.4 EULA. Product is licensed and not sold under this Agreement. Subject to and conditioned on Customer's payment of Fees and compliance with all other/the terms and conditions of this Agreement, Wyvern will grant Customer the license as set out in the applicable EULA. Customer shall use the Product solely for use under the EULA and the applicable EULA is incorporated by reference into this Agreement.

1.5 Delivery. Any delivery date set forth in an Order Agreement is an estimate only. Wyvern will not be liable if it fails to deliver a Product in accordance with a delivery date set forth in an Order Agreement. Product will be delivered via the Wyvern Platform or Electronic Delivery, as set forth in the applicable Order Agreement or applicable Product Specification. All Products are deemed accepted upon delivery.

1.6 Purchasing Through Reseller or Partner. If End Customer purchases the Product and services from a Reseller or Partner, the terms of this Wyvern General Terms And Conditions together with applicable EULA apply to End Customer and its Licensed Users' use of the applicable Product and services and prevail over any inconsistent provisions in any Reseller Agreement or Partner Agreement, unless Wyvern's expressly consent otherwise in writing. You acknowledge and agree that Wyvern may enforce this Agreement directly against End Customer or through the Reseller or Partner. Without limiting the foregoing, the End Customer agrees that:

(a) Partner. This Agreement specifies the terms and conditions under which the applicable Product will be provisioned by Wyvern to End Customer, whether purchased directly through Wyvern or indirectly through a Partner. Purchases through a Partner will be placed through a separate End Customer Agreement between End Customer and a Partner which shall address, as between End Customer and Partner, any terms and conditions relating to the quantity of products and services purchased, fees, payment (including any applicable refunds), taxes, and renewals. The End Customer Agreement is between End Customer and the Partner and is not binding on Wyvern, and any disputes related to the End Customer Agreement shall be handled directly between End Customer and the Partner. In the event of any conflict between this Agreement and an End Customer Agreement, this Agreement shall govern as between Wyvern and End Customer.

(b) Reseller. This Agreement specifies the terms and conditions under which the applicable Product will be provisioned by Wyvern to End Customer, whether purchased directly through Wyvern or indirectly through a Reseller or Partner. Purchases through a Reseller or Partner will be placed through a separate End Customer Agreement between End

Customer and a Reseller (or Partner) which shall address, as between End Customer and Reseller, any terms and conditions relating to the quantity of products and services purchased, fees, payment (including any applicable refunds), taxes, and renewals. The End Customer Agreement is between End Customer and the Reseller or Partner and is not binding on Wyvern, and any disputes related to the End Customer Agreement shall be handled directly between End Customer and the Reseller or Partner. In the event of any conflict between this Agreement and an End Customer Agreement, this Agreement shall govern as between Wyvern and End Customer.

2. Proprietary Rights; Prohibited Uses.

2.1 Proprietary Rights. The Licensed Materials contains proprietary and trade secret information of Wyvern. Except for the limited rights or licenses that Wyvern grants to Customer here and under an applicable EULA, Wyvern or its licensors retain all rights, title and interest including all Intellectual Property Rights in and to: (a) Licensed Materials; (b) anything used, developed or delivered by or on behalf of Wyvern under this Agreement; (c) Wyvern's Confidential Information; and (d) any Modifications to the foregoing ("**Wyvern Property**").

(a) Customer or End Customer retains all right, title and interest including all Intellectual Property Rights in or to the Derived Product (DP) or Value-Added Product (VAP) derivatives created by Customer or End Customer pursuant to the applicable EULA. However, notwithstanding the ownership rights of Customer or End Customer in the use of a Derived Product (DP) or Value-Added Product (VAP), Customer's or End Customer's use of Derived Product (DP) or Value-Added Product (VAP) is subject to the terms set forth herein and the applicable EULA.

2.2 Usage Restrictions. Without limiting any restrictions in the applicable EULA, Customer will not itself, and will not permit others (including but not limited to any Licensed Users) to:

(a) use the Wyvern Platform to permit timesharing, service bureau;

(b) use or access the Product or Wyvern Platform:

(i) in violation of any Applicable Law or Intellectual Property Right;

(ii) in a manner that threatens the security or functionality of the Wyvern Platform, including by taking any action that imposes, or that may impose, in Wyvern's discretion, an unreasonable or disproportionately large load on Wyvern's systems or infrastructure; or

(iii) for any purpose or in any manner not expressly permitted in this Agreement or otherwise pursuant to Wyvern's express written instruction or consent;

(c) use the Wyvern Platform in a manner that creates, collects, transmits, stores, uses or processes:

(i) any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; or

(ii) that violates any Applicable Laws, or infringes, violates or otherwise misappropriates the Intellectual Property Rights or other rights of any third party (including any moral right, privacy right or right of publicity);

(d) scrape, data mine, reverse engineer, de-compile or disassemble the Wyvern Platform;

(e) remove or obscure any proprietary notices or labels on the Product or Wyvern Platform, including brand, copyright, trademark and patent or patent pending notices;

(f) access or use the Product or the Wyvern Platform for the purpose of building a similar or competitive product or service;

(g) perform any vulnerability, penetration or similar testing of the Wyvern Platform;

(h) make any Licensed Materials available under any open source software, open database, open database licenses or other similar licenses where such licenses or terms would:

(i) cause the disclosure or distribution of the Licensed Materials or any part thereof;

(ii) authorize derivative works of any Licensed Materials or any part thereof;

(iii) cause redistribution of the Licensed Materials or any part thereof at no charge, as a condition for use, modification or distribution of such other material; or

(iv) otherwise restrict or impact the licensing or other use of the Licensed Materials or any part thereof.

(i) use the Licensed Material outside the minimum environment requirements necessary to allow such Licensed Material to operate in accordance with its specification as amended by us from time to time, including failure to complete installation and configuration requirements specified by us, and use of the Licensed Materials on hardware, software and/or technology not approved or supported by us;

(j) use or access the Product in any manner that is contrary to any additional restrictions set out in the EULA, Order Agreement or for any purpose or in any manner not expressly permitted in this Agreement or otherwise pursuant to Wyvern's express written instruction or consent; or

(k) attempt to do any of the foregoing acts or assist or permit any person or entity to engage in any of the foregoing.

2.3 Feedback. Customer grants to Wyvern and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Product or Wyvern Platform, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Licensed Users relating to the operation of Product or Wyvern Platform or any of Wyvern's affiliates' services ("**Feedback**"). Nothing in this

Agreement will restrict our right to use, profit from, disclose, publish or otherwise exploit any Feedback, without compensation to the Customer or Licensed Users and without any obligation to the Customer or any Licensed User. Wyvern is not obligated to use any Feedback.

2.4 Reserved Rights. All rights not expressly granted by Wyvern to Customer under this Agreement are reserved.

3. Wyvern Platform; Customer User Account.

3.1 Access to Wyvern Platform. Subject to and conditioned on Customer's compliance with the terms and conditions in this Agreement, during the Order Agreement Term, Wyvern may make available to Customer and its Licensed Users the Wyvern Platform, which Customer and its Licensed Users may access and use the applicable Licensed Materials subject to any usage limits or other terms and conditions set out in an Order Agreement, solely during the Order Agreement Term or term of the End Customer Agreement, where applicable.

3.2 Customer User Account. If access is granted to the Wyvern Platform, Wyvern will issue one or more accounts (each, a "**Customer User Account**") to Customer for use by Customer and Licensed Users use of the Wyvern Platform. Customer will ensure that Licensed Users only use the Product through the Customer User Account. Customer will not allow any Licensed User to share the Customer User Account with any other person. Customer will promptly notify Wyvern of any actual or suspected unauthorized use of the Product. Wyvern reserves the right to suspend, deactivate, or replace the Customer User Account if it determines that the Customer User Account may have been used for an unauthorized purpose. Customer will ensure that all individual users of the Product, including Licensed Users, are contractually bound to terms and conditions with Customer that are no less restrictive or protective of Wyvern's rights than those set forth in this Agreement.

3.3 Subcontracting. Wyvern may engage third parties to assist it in providing the Product or any part thereof. The delegating or subcontracting of all or any part of Wyvern's obligations under this Agreement to any subcontractor will not relieve Wyvern from any obligation or liability under this Agreement.

3.4 Suspension; Modifications. Wyvern may from time to time and in its discretion, without limiting any of its other rights or remedies at law or in equity under this Agreement:

(a) suspend Customer's and Licensed Users access to or use of the Product and/or the Wyvern Platform or any component thereof:

(i) for scheduled maintenance;

(ii) if there is a Force Majeure Event;

(iii) if Customer or any Licensed User violates any provision of this Agreement, including without limitation any of the restrictions set out in Section 2.2 above;

(iv) to address any emergency security concerns;

(v) if required to do so by a Governmental or Regulatory Authority or as a result of a change in Applicable Law; or

(vi) for nonpayment of undisputed Fees or amounts when due by Customer, Reseller or Partner, where applicable; and

(b) Modify the Wyvern Platform and Product or change, discontinue, limit or remove functionality of certain Licensed Materials at any time.

4. Support Services

4.1 Support Services. Subject to your compliance with the terms and conditions of this Agreement, Wyvern will provide Support Services to Customer for the Wyvern Platform as described in an applicable Order Agreement during the applicable License Term. For clarity and avoidance of all doubt, Wyvern is not responsible to provide support for any End Customer.

5. Reserved.

6. Fees.

6.1 Fees. Customer agrees that the rights granted under this Agreement, including any license or access provided to the Wyvern Platform and/or a Product, are conditioned on Customer's payment of all required fees, whether upfront, one-time, recurring, or a combination of the foregoing, as specified herein or in the applicable Order Agreement ("**Fees**"). In consideration for the rights granted to Customer and the performance of Wyvern's obligations under this Agreement Customer will pay Wyvern the Fees.

6.2 Changes to the Fees. Wyvern reserves the right to change the Fees and institute new charges upon providing not less than 30 days prior written notice to Customer.

6.3 Disputed Invoices or Charges. If Customer believes Wyvern has charged or invoiced Customer incorrectly, Customer will contact Wyvern no later than forty-five (45) days after receiving such invoice in which the error or problem appeared in order to request an adjustment or credit. In the event of a dispute, Customer will pay any undisputed amounts in accordance with the payment terms herein, and the parties will discuss the disputed amounts in good faith in order to resolve the dispute.

6.4 Payment. Unless otherwise agreed to by Wyvern in writing, all Fees have a payment term of net thirty (30) days from the invoice date. All Fees under this Agreement are due upon the earlier of the delivery of the applicable Product or presentation of a Wyvern invoice, or as otherwise specified herein or in the applicable Order Agreement. Customer's payment is not subject to any setoff claims or rights of offset of any kind. including inactive use, or where access to or use of the Product is prevented for any reason. Wyvern reserves the right to take any and all appropriate action if Customer fails to pay as required in this Agreement, which may include: (a) prevention of use of the Product or Wyvern Platform by any party, including the ability to purchase additional seats, capacity, or modules; (b) withholding of services or maintenance until Customer has paid in full amounts owed to Wyvern; and (c) charging a late fee of 1.5% per month (or less, as per the maximum amount allowed by Applicable Law) for all past due amounts. Customer agrees to pay and reimburse Wyvern for all such amounts and Fees.

6.5 Taxes. The Fees set out in this Agreement do not include applicable sales, use, gross receipts, value-added, GST or HST, personal property or other taxes (collectively "**Taxes**"). Customer will be responsible for and pay all applicable Taxes, duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions contemplated in connection with this Agreement, other than Taxes based on the net income or profits of Wyvern. Notwithstanding anything to the contrary in this Agreement, if any amounts (including any Taxes) are required to be withheld by Customer from any amount otherwise payable by Customer to or for the benefit of Wyvern under this Agreement, Customer will: (a) pay, or cause to be paid, to the

relevant taxation authority the full amount of such withholdings (including the full amount of any withholdings in respect of any additional payment required to be paid pursuant to this sentence) in accordance with applicable law; and (b) furnish Wyvern as soon as practicable (and, in any event, within thirty (30) days) with an official receipt (or a certified copy thereof) or such other documentation as is reasonably acceptable to Wyvern evidencing payment of such withholdings to the relevant taxation authority. If Customer is a tax-exempt entity or claims exemption from any Taxes hereunder, Customer will provide a certificate of exemption upon agreement to this Agreement and, after receipt of valid evidence of exemption, Wyvern will not charge Customer any Taxes from which Customer is exempt.

6.6 Suspension. Any permitted suspension by Wyvern pursuant to the terms of this Agreement will not excuse Customer from its obligation to make payments of Fees, unless such Fees are subject to a dispute per Section 6.3 under this Agreement. Wyvern reserves the right to terminate the Order Agreement and all outstanding Order Agreements for cause if Customer breach is not timely cured.

6.7 Credit Card. A valid payment method, including credit card, is required to process the payment of Fees. Customer shall provide Wyvern with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, Customer automatically authorizes Wyvern to charge all Fees incurred through Customer's account to any such payment instruments. Should automatic billing fail to occur for any reason, Wyvern will issue an electronic invoice indicating that Customer must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

6.8 Payment Processor. Payment and collection of Fees is enabled through and executed by third party payment processors. Transaction fees associated with the individual payment and collection of Fees or amounts under this Agreement are as outlined in the pricing plan provided to Customer. Customer may be required to agree to terms and conditions as required by such third-party payment processor from time to time. Prior to using the Product and any components thereof, Customer must have all applicable such third-party payment processor's terms and conditions in effect. By using the Product or any component thereof, Customer acknowledges it must be in full compliance with the terms and conditions of such third-party payment processor and be in good standing with such third party payment processor.

7. Privacy Policy.

Customer understands that Personal Information will be treated in accordance with Wyvern's privacy policy set forth at http://www.wyvern.space/wyvern-general-privacy-policy, which may be updated by Wyvern's from time to time (the "**Privacy Policy**"). Wyvern may, without Customer consent, revise its Privacy Policy from time to time, as is customary business practice in its field (e.g., to incorporate improvements in its solutions offerings or align its practices with changing regulatory requirements).

8. Representations and Warranties; Disclaimer.

8.1 Mutual Representations and Warranties. Each party represents, warrants, and covenants that: (a) it has full power and all necessary rights and authority to enter into this Agreement and to perform its obligations hereunder; and (b) it will carry out its obligations under this Agreement in compliance with Applicable Laws applicable to it.

8.2 Customer Representations and Warranties. Customer represents and warrants to, and covenants with, Wyvern that: (a) the Customer Data will only contain Personal Information in respect of which Customer has provided all notices and disclosures (including to each Licensed User), obtained all applicable third party consents and permissions and otherwise has all authority, in each case, as required by Applicable Laws including applicable privacy laws, to enable Wyvern to provide the Product, including with respect to the collection, storage, access, use, disclosure, processing and transmission of Personal Information, including by or to Wyvern and to or from all applicable third parties; (b) Customer and its Licensed Users will comply with all Applicable Laws; and (c) Customer is not named on any Canadian, U.S., or other list of persons or entities prohibited from receiving Canadian or U.S. exports, or from transacting with any Canadian or U.S. entity and it is not a national of, or a company registered in, any jurisdiction in which the provision of the provision of the other party's goods or services is prohibited under Canadian, U.S., or other Applicable Laws.

8.3 Limited Warranty. Wyvern warrants that the Product as delivered to Customer, Reseller or Partner will perform in all material respects in accordance with the applicable Product Specification as defined by Wyvern. Customer, Reseller or Partner shall notify Wyvern in writing within twenty-one (21) calendar days after the date of delivery ("**Warranty Period**") if the Product does not materially conform to the applicable Product Specification. Wyvern warrants that, as first course of remedy, it shall repair or replace, at its sole option any Product which does not materially conform to Wyvern's applicable Product Specification, free of charge. If Wyvern is unable to repair or replace such Product within 30 days of warranty claim notice, Wyvern will, as your sole and exclusive remedy and Wyvern's sole and exclusive liability, refund you the unused prepaid amounts paid for such defective or non-conforming Product. The warranty in Section 8.3 does not apply:

(a) if the Product has been acquired on a trial, evaluation or no charge basis; or

(b) to any third-party data or services; or

(c) to the extent any nonconformity is attributable to any use of any Product or the Wyvern Platform by Customer or End Customer in violation of Applicable Law, EULA or the Order Agreement

8.4 Customer's Responsibilities and Verification

8.4.1 Customer's Responsibilities. Unless otherwise agreed to in an Order Agreement, Customer is solely responsible for: (a) purchasing and obtaining from third parties, and for maintaining during the Term, all applicable licenses and consents for third party technology that are needed to use the Product (unless provided by Wyvern pursuant to this Agreement and paid for by Customer to Wyvern); (b) configuring all equipment, software, and systems used with the Product and the Wyvern Platform; and (c) ensuring that Licensed Users use the Product and the Wyvern Platform in compliance with this Agreement.

8.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.3 (LIMITED WARRANTY), THE PRODUCT, OTHER LICENSED MATERIALS AND WYVERN PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WYVERN DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL, OR STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, RELIABILITY, CURRENCY, TIMELINESS, QUALITY, INTEGRATION, CUSTOM, TRADE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR THAT ANY COMPONENT OF THE WYVERN PLATFORM IS OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, WYVERN EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT THE PRODUCT OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH THE LICENSED MATERIALS (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY YOU FOR ANY PURPOSE WHATSOEVER. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER'S AND LICENSED USERS' USE OF THE LICENSED MATERIALS AND PRODUCT IS AT YOUR OWN DISCRETION AND RISK, AND THAT WYVERN IS NOT RESPONSIBLE FOR ANY ACTIONS OR INACTIONS TAKEN BY CUSTOMER OR LICENSED USER AS A RESULT OF CUSTOMER'S OR LICENSED USERS' USE OF OUR LICENSED MATERIALS AND PRODUCT OR FOR ANY DAMAGE TO PROPERTY OR ANY LOSS OF DATA. CUSTOMER IS RESPONSIBLE FOR IMPLEMENTING SAFEGUARDS TO PROTECT THE SECURITY AND INTEGRITY OF CUSTOMER'S AND LICENSED USERS' COMPUTER SYSTEM. WYVERN DOES NOT GUARANTEE OR WARRANT THAT ANY COMPONENT OF THE PRODUCT OR WYVERN PLATFORM IS COMPATIBLE WITH CUSTOMER'S OR LICENSED USERS' COMPUTER SYSTEM OR THAT THE PRODUCT OR WYVERN PLATFORM, OR ANY LINKS FROM ANY COMPONENT OF THE PRODUCT OR WYVERN PLATFORM, WILL BE FREE OF DISABLING DEVICES. NEITHER WYVERN NOR ITS AFFILIATES, OR SUPPLIERS WARRANT THAT THE OPERATION OF THE PRODUCT OR WYVERN PLATFORM WILL BE ERROR FREE OR UNINTERRUPTED. WYVERN RESERVES THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR OR TO TAKE ANY ACTION REGARDING DISPUTES BETWEEN CUSTOMER AND ANY OTHER USER AND SHALL HAVE NO LIABILITY FOR CUSTOMER'S OR LICENSED USERS' INTERACTIONS OR ANY DISPUTES WITH OTHER USERS OR FOR ANY USER'S ACTION OR INACTION. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS AND LICENSED USERS' CONDUCT ON THE WYVERN PLATFORM AND CUSTOMER OR LICENSED USERS' INTERACTIONS WITH OTHER USERS.

9. Indemnities.

9.1 Wyvern Indemnities.

(a) Wyvern will defend, indemnify and hold harmless Customer, its affiliates and their respective officers, directors, employees and agents (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by a Customer Indemnitee arising out of or relating to any claim, action, demand, inquiry, audit, proceeding, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise (collectively, an "**Action**") by a third party (other than affiliate of a Customer Indemnitee) finally awarded by a court of competent jurisdiction that arise from or relate to any allegation that the Product infringes any third-party Intellectual Property Right in Canada or the United States. THIS SECTION 9.1(a) STATES THE WYVERN'S SOLE

LIABILITY TO, AND THE CUSTOMER INDEMNITEES SOLE AND EXCLUSIVE REMEDY AGAINST, WYVERN FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

(b) IP Remedy. If the Wyvern is, or in Wyvern's opinion is likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's use of any portion of the Product is enjoined or threatened to be enjoined, Wyvern may, at its option and sole cost and expense:

(i) obtain the right for Customer to continue to use the affected portion of the Product materially as contemplated by this Agreement;

(ii) modify or replace the Product, in whole or in part, to seek to make the Product (as so modified or replaced) non-infringing while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Product under this Agreement; or

(iii) if Wyvern determines that neither of the foregoing two options are reasonably available, by written notice to Customer, Wyvern may, in its sole discretion, terminate this Agreement and require Customer to immediately cease all use of the Wyvern or part or feature thereof provided that Wyvern will refund to Customer a pro rata portion of the Fees prepaid and unused attributable to any Product that were to be provided after the effective date of termination.

THE FOREGOING IS IN LIEU OF ANY REPRESENTATION OR WARRANTIES OF NONINFRINGEMENT, WHICH ARE DISCLAIMED.

9.2 Limitations of Indemnity. Wyvern's obligations under Section 9.1, do not apply to any claims, damages or liabilities arising out of or relating to any of the following ("**Excluded Claims**"):

(a) any product or component thereof that is not supplied by Wyvern to Customer under this Agreement;

(b) the combination of any Product and/or Wyvern Platform with any other software, products, equipment, component, process or material in a manner not authorized in the documentation for the Wyvern Platform or such Product;

(c) any Modification to the Product (unless made by Wyvern) if the alleged infringement arises from such modification;

(d) use of the Product or Wyvern Platform in a manner not permitted by or in breach of this Agreement;

(e) failure to use replacement or modified Product that provides substantially similar functionality as the original Product if the replacement or modified Product would have rendered the Product non-infringing; and

(f) Wyvern's compliance with Customer's instructions, specifications or requirements. No indemnification for any third-party data supplied by Wyvern is provided

under this Agreement unless and to the extent such indemnification is provided to Customer under the terms of Wyvern's agreement with the licensor.

9.3 Customer Indemnities. Customer will defend, indemnify and hold harmless Wyvern, and its affiliates and their respective officers, directors, employees and agents (each, a "**Wyvern Indemnitee**") from and against any and all Losses incurred by Wyvern Indemnitees arising out of or relating to any Action by a third party (other than an affiliate of a Wyvern Indemnitee) that arise from or relate to:

(a) Customer Data;

(b) Customer's breach of Sections 2.2, 8.1, 8.2 or 15;

(c) unauthorized use of the Licensed Materials (or any part thereof) by Customer or any Licensed User; or

(d) Excluded Claims.

9.4 Indemnification Procedure. Each party will promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to this Section 9. The party seeking indemnification (the "**Indemnitee**") will cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor will promptly take control of the defense and investigation of such Action (provided that Indemnitor will not settle any defence without the prior written consent of the Indemnitee) and will employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 9.4 will not relieve the Indemnitor of its indemnity obligations under this Section 9, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

10. Limitation of Liability.

The following provisions have been negotiated by the parties and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

10.1 AMOUNT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH OR UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO WYVERN, OR TO A RESELLER OR PARTNER HEREUNDER FOR THE PRODUCT GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

10.2 TYPE. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY (INCLUDING ANY WYVERN'S LICENSORS) BE LIABLE TO THE OTHER PARTY FOR ANY: (A) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) LOST OR LOSS OF: (I) SAVINGS; (II) PROFIT; (III) DATA; (IV) USE; OR (V) GOODWILL; (C) BUSINESS INTERRUPTION; (D) COSTS FOR THE PROCUREMENT OF SUBSTITUTE

PRODUCT OR SERVICES; (E) PERSONAL INJURY OR DEATH; OR (VI) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

10.3 Exceptions. The exclusions and limitations in Sections 10.1 and 10.2 do not apply to: (a) either party's obligations under Section 9; (b) Losses arising out of or relating to Customer's breach of its obligations under Sections 2.2, 6 or 15; or (c) Losses arising out of or relating to a party's gross negligence, wilful misconduct or fraud.

11. Confidentiality.

11.1 Definitions. For the purposes of this Agreement, a party receiving Confidential Information (as defined below) will be the "Recipient", the party disclosing such information will be the "Discloser", and "Confidential Information" means any and all information of Discloser or any of its licensors that has or will come into the possession or knowledge of the Recipient in connection with or as a result of entering into this Agreement, including information concerning the Discloser's past, present or future customers, suppliers, technology or business, provided that Discloser's Confidential Information does not include, except with respect to Personal Information:

(a) information already known or independently developed by Recipient without access to Discloser's Confidential Information;

(b) information that is publicly available through no wrongful act of Recipient; or

(c) information received by Recipient from a third party who was free to disclose it without confidentiality obligations. Wyvern's Confidential Information includes all Wyvern Property and all Order Agreements.

11.2 Confidentiality Covenants. Recipient hereby agrees that during the Term and at all times thereafter it will not:

(a) disclose Confidential Information of the Discloser to any person, except to its own employees having a "need to know" and that have entered into written agreements no less protective of such Confidential Information than this Agreement, and to such other recipients as the Discloser may approve in writing;

(b) use Confidential Information of the Discloser except to exercise its rights or perform its obligations under this Agreement; or

(c) alter or remove from any Confidential Information of the Discloser any proprietary legend.

(d) Each party will take reasonable precautions to safeguard the other party's Confidential Information. Those precautions will be at least as stringent as the precautions that the Recipient takes to protect its own Confidential Information of a similar type.

11.3 Exceptions to Confidentiality. Notwithstanding Section 11.2, Recipient may disclose Discloser's Confidential Information:

(a) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order;

(b) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the party's business; or

(c) in the case of Wyvern, to:

(i) potential assignees, acquirers or successors of Wyvern if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of Wyvern.; and

(ii) its permitted third-party sub-processors and other subcontractors in connection with the provision of the Product.

11.4 Return of Destruction of Confidential Information. Upon the termination or expiration of this Agreement and all Addendums under this Agreement, each party will promptly return to the other party or destroy all Confidential Information (excluding any Customer Data, which will be governed by Section 13.3 below) of the other party in its possession or control within a reasonable amount of time in accordance with the Recipient's data destruction practices. Notwithstanding the foregoing, the Recipient may retain copies of the Confidential Information of the Discloser as required by applicable law, or to the extent such copies are electronically stored in accordance with the Recipient's standard backup procedures or record retention policies, so long as such Confidential Information remains subject to the confidentiality provisions set out in this Agreement. Each party will protect any Confidential Information of the other party in accordance with this Agreement so long as it retains such Confidential Information.

11.5 Injunctive Relief. Each of the parties acknowledge that disclosure of Discloser's Confidential Information or any other breach of Sections 2.1, 2,2, 11, or EULA or may cause serious and irreparable damage and harm to Discloser and that remedies at law may be inadequate to protect against breach of this Agreement, and each Party agrees that Discloser may seek injunctive relief for any breach of the provisions of Sections 2.1, 2.2, 11, or the EULA and to the specific enforcement of the terms of Sections 2.1, 2.2, 11, or the EULA, in addition to any other remedy to which Discloser would be entitled.

12. Term; Order Agreement Term.

12.1 Term. The term of this Agreement commences upon Order Agreement Effective Date of the initial Order Agreement and continues until terminated as provided in Section 13 below ("**Term**").

12.2 License to Product and Order Agreement Term.

(a) Unless otherwise set forth in the applicable Order Agreement, Customer's license to use the Product will begin upon delivery of the applicable

Product and continue for the License Term set forth in the applicable Order Agreement and EULA, unless earlier terminated as provided in the EULA or Section 13 below.

(b) The Order Agreement Term for access and use of the Wyvern Platform is as stated in the Order Agreement and commences from the applicable Order Agreement Effective Date. Order Agreement Term will automatically renew for additional one year terms unless either party gives the other written notice (email acceptable) at least thirty (30) days before the end of the relevant Order Agreement Term.

13. Termination.

13.1 Termination. Either party may terminate this Agreement or any Order Agreement by giving to the other party written notice of termination upon the occurrence of any of the following events:

(a) the other party breaches or defaults on any of the material terms or conditions of this Agreement (including Customer's payment obligations under Section 6) and fails to cure such breach or default within thirty (30) days of receipt of written notice thereof; except that, in the event of any breach that is incapable of being cured, such termination will be effective immediately;

(b) the other party makes any assignment for the benefit of creditors or is unable to pay its debts as they mature in the ordinary course of business; or

(c) any proceedings are instituted by or against the other party under any insolvency laws or for reorganization, receivership or dissolution.

13.2 Termination by Wyvern. Wyvern may terminate this Agreement, any Order Agreement or EULA:

(a) at any time and for any reason without liability or penalty by providing at least thirty (30) days advance written notice to Customer and upon Wyvern's termination of this Agreement pursuant to this Section 13.2(a), Wyvern will refund to Customer, on a pro-rata basis, any unused Fees prepaid under this Agreement for any period following the effective date of termination; or

(b) immediately on written notice to Customer, if Customer breaches: (i) Sections 2.2, 8.2 or 15 of these Wyvern General Terms And Conditions; or (ii) any restrictions in an applicable EULA.

13.3 Effect of Termination and Expiration. Unless otherwise specified in this Agreement, upon any termination of this Agreement by Wyvern: (a) Customer must immediately cease (and cause all Licensed Users to cease) accessing or using the applicable Product and Licensed material; (b) within ten (10) days of expiration or termination, Customer will destroy or deliver to Wyvern all copies of Wyvern's Confidential Information and, at Wyvern's request, an officer of Customer will certify to Wyvern such destruction or delivery; (c) all Order Agreements will terminate; and (c) Wyvern will have no further obligation to provide any Product, provide access to the Wyvern Platform or otherwise perform services of any kind to Customer. Expiration or termination of this Agreement will not limit either party from pursuing any other remedies available to it, including injunctive relief, nor will any such expiration or termination relieve either party's obligation to pay all

amounts and, and in the case of Customer, Fees that have accrued or are otherwise owed by the parties under this Agreement up to the effective date of termination. Without limiting the foregoing, upon termination by Wyvern of a EULA, all rights to use the Product granted to Customer under an applicable EULA will immediately cease and Customer will (and will cause all Licensed Users to):

(A) stop all use of the Product and any associated Value-added Product and Derived Product (DP) (excluding Customer Data); and

(B) permanently delete the Product and any associated Value-Added Product and Derived Product (DP) (excluding Customer Data) from all devices and systems and destroy any copies on disk. Within ten (10) days following termination, Customer will certify to Wyvern in writing that all copies of the Product and any associated, Value-Added Product and Derived Product (DP) (excluding Customer Data) licensed under an applicable EULA have been deleted or destroyed. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

13.4 Survival. Upon any termination or expiration of this Agreement, provisions contained in this Agreement that by their nature and context are intended to survive completion of performance, expiration, termination, or cancellation of this Agreement will survive.

14. Assignment.

Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Notwithstanding the foregoing, Wyvern may assign this Agreement without Customer's consent and without notice to Customer, to its Affiliate or in connection with a merger, amalgamation or other corporate reorganization or a sale of all or substantially all of its assets. Any attempt by a party to assign this Agreement or any its rights or obligations under this Agreement without the prior written consent, other than as permitted by this Section, will be void and of each of no effect. Subject to the other party. Subject to the foregoing, this Agreement endures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

15. Compliance With Laws; International Trade Compliance

15.1 Compliance With Laws.

Each Party shall comply with all applicable international, national, and local laws and regulations. A Party's failure to comply with this provision constitutes a material breach of this Agreement and entitles the other Party to terminate this Agreement with immediate effect. Customer is responsible for ensuring its owners, directors, officers, employees, and agents will comply with Wyvern's policy prohibiting any illegal or improper influence or payment in connection with promotion or securing sales of Products, and prohibiting the sharing or transferring—directly or indirectly—of any compensation paid to Customer by any person acting for, or on behalf of, or having a position of influence over, any customer for the Product. Furthermore, Customer will not give or offer to give—directly or indirectly—any payment or benefit of any kind to any public official as consideration for an act or omission in connection with the performance of his or her duties or functions, to induce the public

official to use his or her position to influence any act or decision of the government, for any other improper purpose, or that otherwise violates the requirements set out in the Canadian Corruption of Foreign Public Officials Act (CFPOA) or other applicable Anti-Corruption Laws.

15.2 International Trade Compliance.

Customer acknowledges and agrees that the Products may be subject to local, national, and international laws, regulations, and orders related to export controls, including but not limited to the Export and Import Permits Act, the Defence Production Act, the United Nations Act, the Special Economic Measures Act (SEMA) and the Justice for Victims of Corrupt Foreign Officials Act (JVCFOA) along with their related regulations, orders, and sanction lists such as the Consolidated Canadian Autonomous Sanctions List, the Public Safety Canada Currently Listed Entities, the Export Control List (ECL), and United Nations Security Council Consolidated List (collectively, 'Export Control Laws'). Customer further acknowledges and agrees that the Export Control Laws may include, without limitation, for Products in or exported from the United States and derivatives thereof, the International Traffic in Arms Regulations (22 CFR 120-130), the Export Administration Regulations (15 CFR 730-774), and the economic sanctions programs and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (31 CFR 500-599).

Customer represents that neither Customer nor any of its principals, officers, or directors, or a person or entity known to Customer to be involved in transactions involving the Products is identified on any sanctions list under the Export Controls Laws. Customer shall not, directly or indirectly, export, re-export, transfer, or otherwise distribute the Products or related technology to: (a) any country, entity, or individual that is subject to sanctions or restrictions under applicable Export Control Laws, including those listed in any schedule or annex provided by Wyvern; (b) any individual or entity engaged in activities related to the design, development, production, or use of nuclear materials, weapons of mass destruction, missile technology, or military end-uses, unless authorized by the appropriate government agency; or (c) any individual or entity if the Customer knows or has reason to believe that it will violate any Export Control Laws.

Customer will conduct its activities under this Agreement in full compliance with the Export Control Laws. Customer will immediately inform Wyvern if it becomes aware of any violation of Export Control Laws in connection with this Agreement. Any breach of this clause by Customer will constitute a material breach of this Agreement.

In addition to the indemnification obligations set forth in Section 9.3, Customer will defend, indemnify, and hold harmless Wyvern, its Affiliates, officers, agents and owners from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any violation of the Export Control Laws by the Customer or their employees, agents, or representatives.

16. Force Majeure.

Neither party will be liable for delays caused by any Force Majeure Event. The excused party will: (a) recommence performance of the obligations that it has failed to perform as a result of the Force Majeure Event without delay, including through the use of alternate sources, workaround plans or other means; and (b) provide sufficient documentation to establish to the reasonable satisfaction of the other party the impact of the Force Majeure Event. The parties agree that in the event of a Force Majeure Event affecting a party continues for four (4) weeks ("**Force Majeure Period**"), either party will be entitled to terminate this

Agreement, by providing at least ten (10) days' written notice to the other party after the completion of the Force Majeure Period. In the event of such termination, Customer's sole and exclusive remedy and Wyvern's sole liability will be to refund any prepaid unused Fees for the Product, for the period beginning upon receipt of such written notice to the end of the term set out in the appliable Order Agreement.

17. Notices.

Except for routine operational correspondence, all notices under this Agreement must be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when: (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally-recognized private carrier (e.g., Federal Express, DHL, etc.) (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices will be sent to Customer at the address set forth in the Order Agreement (or if none is specified, the address to which Wyvern sends invoices). Notices to Wyvern must be sent (a) to legal@wyvern.space, if electronic; or (b) to Wyvern Incorporated, 11007 Jasper Ave NW, Suite 466, Edmonton, AB, T5K 0K6, if sent in hard copy.

18. No Third-Party Beneficiaries.

Except as set out in this Section 18 and except for those third parties that have licensed software, data or other intellectual property to Wyvern that is included as part of the Product, no person or entity will be a third-party beneficiary of this Agreement or have any right or cause of action hereunder. For clarity and avoidance of all doubt, the Agreement, will apply to and protect Wyvern's licensors to the same extent they apply to and protect Wyvern, all of whom will be direct and intended third party beneficiaries of this Agreement. The End Customer Agreement is between End Customer and Reseller; Wyvern is not a party to the End Customer Agreement. However, Wyvern is a third party beneficiary to the End Customer Agreement solely as it relates to this Agreement and the Product hereunder. Wyvern may enforce the End Customer Agreement against End Customer.

19. Governing Law.

This Agreement and any action related thereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The parties will initiate any lawsuits in connection with this Agreement in Toronto, Ontario Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. Notwithstanding the foregoing, a party may commence lawsuits to seek injunctive relief with respect to a violation of its Intellectual Property Rights or breach of confidentiality obligations; in each case, in any appropriate jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

20. Informal Dispute Resolution.

The parties will use reasonable efforts to resolve any dispute regarding this Agreement (including any breaches of the Agreement or the interpretation of this Agreement) (each a "**Dispute**") through the informal escalation process agreed by the parties. A knowledgeable representative from each party will meet no less than once per calendar quarter to: (a) review and discuss the Services, including any issues related to Wyvern's or Customer's performance of its respective obligations under this Agreement or any applicable Addendum or statement of work; and (b) endeavor to resolve any disputes that have been escalated to

the executive level. Provided that this Section 20 will not prevent the parties from obtaining specific performance and injunctive or other equitable relief or initiating proceedings pursuant to Section 19.

21. General.

21.1 Publicity. Neither party shall use the other party's (or any of its affiliates' or its personnel's) name(s), trade names, service marks, trademarks, trade dresses, logos, symbols, or the like in any form for advertising, publicity, marketing, or in any way that could be construed as endorsement or promotion and the like without the prior written consent of the other party in each instance. Notwithstanding the foregoing, Wyvern may identify Customer by name and logo as a Wyvern customer on Wyvern's website and on other promotional materials. Any goodwill arising from the use of Customer's name and logo will inure to the benefit of Customer.

21.2 Severability. Any provision of this Agreement found by a tribunal or court of competent jurisdiction to be illegal or unenforceable will be severed from this Agreement and all other provisions of this Agreement will remain in full force and effect.

21.3 Waiver. A waiver of any provision of this Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

21.4 Construction. Except as otherwise provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

21.5 Independent Contractors. Wyvern's relationship to Customer is that of an independent contractor, and neither party is an agent or partner of the other. Neither party will have, and will not represent to any third party that it has, any authority to act on behalf of the other party.

21.6 Entire Agreement. This Agreement (including all Order Agreements and EULAs) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations or other communications, whether oral or written. Any terms and conditions appearing on a purchase order or similar document issued by Customer, or in Customer's procurement, invoicing, or vendor onboarding portal: (a) do not apply to the Services; (b) do not override or form a part of this Agreement (including without limitation any Order Agreement); and (iii) are void.

21.7 Amendments.

CUSTOMER ACKNOWLEDGES AND AGREES THAT WYVERN HAS THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THIS AGREEMENT FROM TIME TO TIME, AND THAT MODIFIED TERMS BECOME EFFECTIVE ON POSTING. CUSTOMER WILL BE NOTIFIED OF MODIFICATIONS THROUGH NOTIFICATIONS OR POSTS ON WYVERN PLATFORM, WYVERN'S WEBSITE OR SUCH OTHER MEANS AS DETERMINED BY WYVERN IN ITS SOLE DISCRETION. CUSTOMER IS RESPONSIBLE FOR REVIEWING AND BECOMING FAMILIAR WITH ANY SUCH MODIFICATIONS. CUSTOMER'S CONTINUED USE OF THE PRODUCT AFTER THE EFFECTIVE DATE OF THE MODIFICATIONS WILL BE DEEMED ACCEPTANCE OF THE MODIFIED TERMS.

21.8 Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) these Wyvern General Terms And Conditions; (2) the applicable EULA; (3) the applicable Order Agreement; and (4) the Product Specification.

21.9 English Language. It is the express wish of the parties that this Agreement and all related documents be drawn up in English.