



## **END USER LICENSE AGREEMENT**

This End User License Agreement (“**EULA**”) is a fully effective and binding legal agreement between Capella Space Corp., a Delaware corporation, for itself or on behalf of its Affiliates (collectively, “**Capella**”) and **End User** (as defined below) and contains the general terms, conditions and restrictions relating to End User’s use of the Products accessed through the Capella Console’s Terms of Service or a Customer Agreement. By indicating acceptance of the Capella Console’s Terms of Service, signing a Customer Agreement and/or accessing, downloading or using any Product licensed under this EULA, you, on behalf of End User, are acknowledging having read and accepted this EULA and agree to be bound by the terms, conditions and restrictions of this EULA. Capitalized terms used in this EULA are defined in the Exhibit.

1. **Term.** The term of this EULA commences on the date End User may access the Product and continues indefinitely thereafter or for the duration of term under a Customer Agreement if shorter, subject to Capella’s right to terminate this EULA earlier under Section 8 of this EULA.

2. **License.**

(a) **Permitted Uses.** During the Term and subject to the terms, conditions and restrictions of this EULA, and the applicable Customer Agreement, Capella grants to End User a non-exclusive, non-transferable, non-sublicensable, limited and terminable license to:

- (i) access, use, reproduce and store the Products and Documentation solely for End User’s Internal Use;
- (ii) process, modify, enhance, adapt and create Value Added Products solely for End User’s Internal Use; and/or
- (iii) display or distribute the Products or Value Added Products in physical format, provided, that the Products or Value Added Products: (1) do not contain geolocation information, embedded or otherwise; (2) are not downloadable, savable, or otherwise capable of being electronically copied and pasted; and (3) are accompanied by the following copyright notice: “© Capella Space Corp. All Rights Reserved.”

(b) **Authorized Users.** End User Personnel are authorized to use the Products and Documentation as permitted under Section 2(a) above and in compliance with the restrictions in Section 2(c) below. End User shall inform all End User Personnel of the proprietary nature of the Products, Documentation and Value Added Products and the restrictions on disclosure thereof.

(c) **Restrictions on Use.** Except as expressly authorized in Section 2(a) above, End User shall not, and shall ensure all End User Personnel do not:

- (i) use, copy, perform, merge, distribute, sublicense, transfer, assign, rent, sell, lease, loan, make publicly available, publish or otherwise exploit or commercialize the Products, Documentation or Value Added Products;
- (ii) use the Product, Documentation or Value Added Products for any purpose not specifically described in this EULA;
- (iii) remove, alter or obscure any Capella copyright notices or proprietary legends which appear in or on the Product or Documentation;
- (iv) reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Products or Value Added Products are based, but only to the extent this restriction is permitted by Applicable Law; and/or
- (v) modify or use the Products, Documentation or Value Added Products in any manner that infringes the Intellectual Property Rights of a Third Party or take any action that would result in any Third Party

obtaining ownership or other intellectual property rights in or to any of the Products, Documentation or Value Added Products or any of Capella's Intellectual Property Rights incorporated or embedded therein.

(d) Feedback. If End User or End User Personnel provides Capella with any feedback, suggestions, recommendations, or other input regarding any of the Products, Documentation or Value Added Products, including without limitation new features or functionality relating thereto ("**Feedback**"), Capella is free to use such Feedback for any purpose. End User and End User Personnel hereby irrevocably assign, transfer, or otherwise convey to Capella, in perpetuity, all right, title, and interest in and to the Feedback, including, without limitation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. Capella is not required to use any Feedback.

(e) Retained Rights. All Intellectual Property Rights and uses of the Products, Documentation and Value Added Products not expressly granted by this EULA are reserved by Capella. Any uses of the Products, Documentation and/or Value Added Products beyond those expressly authorized herein requires prior written authorization from Capella.

**3. Intellectual Property Rights and Reservation of Ownership.**

(a) Products, Documentation and Value Added Products. All right, title and interest in and to the Products, Documentation and Value Added Products, all Pre-Existing IP embodied in the Products, Documentation and Value Added Products, and any Intellectual Property Rights created by Capella during the term of this EULA are exclusively owned by Capella and protected by the laws of the State of California and all international laws, treaties and conventions applicable to Intellectual Property Rights.

(b) SAR System. Capella is not obligated to provide End User, and End User acquires no right of any kind with respect to any SAR satellites, SAR satellite system ground stations, SAR satellite imagery production or processing hardware, software or systems infrastructure or algorithms, techniques and methodologies relating to Data or Products.

(c) End User Proprietary Materials. All right, title and interest in and to any End User Proprietary Materials contributed to a Value Added Product under this EULA is exclusively owned by End User.

**4. Confidentiality.** End User acknowledges that the Pre-Existing IP embodied in the Products, Documentation and Value Added Products is confidential information. End User shall, and shall ensure that End User Personnel, protect such Pre-Existing IP as the confidential information of Capella in perpetuity, unless otherwise agreed in writing with Capella. Any breach of this Section 4 shall constitute a breach of the EULA and result in termination of this EULA and the right of End User and End User Personnel to access and use the Products, Documentation and whole or part thereof in any Value Added Products.

**5. DISCLAIMER OF WARRANTY. END USER AGREES THAT CAPELLA HAS NOT MADE NOR SHALL IT BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND DOCUMENTATION BEING LICENSED TO END USER BY CAPELLA OR UNDER A CUSTOMER AGREEMENT. THE PRODUCTS AND DOCUMENTATION ARE LICENSED "AS IS" AND WITHOUT WARRANTY AS TO ITS ACCURACY, COMPLETENESS OR USEFULNESS TO END USER. CAPELLA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS ARISING BY LAW, COURSE OF PERFORMANCE, CUSTOMER AGREEMENT OR USAGE IN THE TRADE OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS OR DOCUMENTATION END USER LICENSES FROM CAPELLA OR UNDER A CUSTOMER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, DESIGN, FITNESS FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT OR THAT THE PRODUCTS OR DOCUMENTATION WILL BE ERROR-FREE OR NON-DEFECTIVE, EVEN IF CAPELLA OR AN AUTHORIZED RESELLER HAS BEEN INFORMED OF SUCH PURPOSE.**

**6. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CAPELLA, ITS DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AFFILIATES NOR ITS LICENSORS SHALL BE LIABLE TO END USER FOR ANY LOSSES, DAMAGES, COSTS OF PROCUREMENT FOR SUBSTITUTE**

**PRODUCTS; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS OR OTHER BUSINESS COMMITMENTS; LOST GOODWILL; OR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO END USER'S OR END USER PERSONNEL, OR ANY OTHER PERSON'S ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS OR DOCUMENTATION OR FOR CORRUPTION OF DATA IN THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7. **Indemnification.** End User shall indemnify, defend and hold harmless Capella from and against all losses, damages, claims, expenses, or attorney's fees sustained by or asserted against Capella, its directors, officers, employees and/or stockholders by a third party arising from, relating to or in connection with (a) End User's breach of any provision of this EULA; (b) End User or End User Personnel use of the Product; (c) End User's development or use of Value Added Products, including, without limitation, for claims of infringement, misappropriation or violation of the Intellectual Property Rights of a third party.
8. **Termination.** Capella may terminate this EULA immediately upon written notice to End User of the breach of any provision of this EULA by End User or End User Personnel. Capella may also immediately suspend or terminate this EULA and associated license rights with respect to individual or all Products and Documentation licensed to End User under this EULA upon written notice to End User if a government authority limits or restricts Capella from collecting and/or distributing such Data and/or Products. Upon termination of this EULA, all rights granted to End User under this EULA shall immediately terminate and End User shall delete or destroy all Products and Documentation licensed under this EULA and within thirty (30) days after such termination End User shall provide a written certification to Capella evidencing the deletion or destruction of such Products and Documentation. All provisions of this EULA that by their nature contemplate performance after termination shall survive termination of this EULA.
9. **Specific Performance; Injunctive Relief.** End User acknowledges that a remedy at law for any breach or attempted breach of this EULA will be inadequate. End User agrees that Capella shall be entitled to seek specific performance and injunctive and other equitable relief in case of any such breach or attempted breach from any court of competent jurisdiction and End User further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.
10. **Compliance with Law.**
  - (a) You shall comply with all applicable laws and regulations with respect to the Products and Documentation and your use thereof, including all applicable domestic and international export laws, copyright laws, privacy laws, intellectual property laws, and regulations, including, without limitation, the U.S. Department of Commerce, U.S. Department of Defense, U.S. Department of State and U.S. Office of Foreign Assets Control (OFAC) regulations.
  - (b) Upon Capella's or an Authorized Reseller's written request, End User shall certify in writing its compliance with the Product license and its compliance with the provisions of this EULA. If End User is unable to provide this certification, Capella reserves the right to terminate all of End User's licenses and rights under this EULA for such non-compliance in accordance with Section 8 of this EULA.
  - (c) Capella or its authorized representatives shall have the right to perform an audit to determine End User's compliance with the terms, conditions and restrictions of this EULA and the licenses granted hereunder. Upon thirty (30) days prior written notice, End User will grant Capella's authorized representatives access to the business locations, books and records, and End User Personnel pertaining to End User's use of the Products, Documentation and Value Added Products. The audit will be conducted no more than once per twelve (12) month period, be limited to a three (3) year audit period unless non-compliance findings are discovered, in which case the audit period can be expanded, conducted during reasonable business hours and be subject to reasonable confidentiality requirements.
11. **Governing Law and Dispute Resolution.** This EULA shall be governed by and construed in accordance with the laws of the State of New York, USA, without reference to the choice of law principles thereof and excluding the United Nations Convention on Contracts for the International Sale of Goods. Except for any

disputes, controversies or claims relating to the breach or attempted breach by a party of this EULA for which a party may seek equitable relief from any court of competent jurisdiction pursuant to Section 9 of this EULA, any and all disputes, controversies or claims arising out of or relating to the EULA shall be determined by state and federal courts. The location of any and all proceedings shall be New York City, New York, USA.

12. **Third Party Beneficiary Rights.** Capella is an intended third party beneficiary of the Customer Agreement pursuant to which End User is licensing the Products and Documentation as permitted under this EULA. Capella may enforce its rights and remedies under this EULA directly against End User and End User Personnel.
13. **Miscellaneous.** This EULA is the final integration of the agreement between the parties with respect to End User's license and use of the Products, Documentation, Value Added Products and the matters covered by it and supersedes any prior or contemporaneous understandings or agreements, whether oral or written. This EULA is binding on the parties and their successors, assigns, and legal representatives. You may not transfer, assign or delegate any of End User's rights or obligations under this EULA. This EULA may not be modified, amended or supplemented except by written instrument signed by Capella and End User. The failure or delay by a party to require performance of any provision of this EULA does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. If any provision or portion of a provision of this EULA is declared void and/or unenforceable, such provision or portion shall be deemed severed from this EULA, which shall otherwise remain in full force and effect. English is the controlling language of this EULA for all purposes, and all versions of this EULA in any other language are for accommodation only and will not be binding on the parties. All notices under this EULA must be in writing in English and addressed to the other party's legal department. The email address for notices emailed to Capella is [legal@capellaspace.com](mailto:legal@capellaspace.com).

## EXHIBIT TO EULA

**“Affiliate”** means any legal entity controlling, controlled by or under common control with a party, where “control” means (a) the ownership of at least fifty percent (50%) of the equity or beneficial interest of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such party by any means.

**“Applicable Laws”** means anti-bribery legislation enacted in the United States, including the Foreign Corrupt Practices Act, commercial bribery, domestic bribery, illegal gratuities, mail and wire fraud, and anti-kickback laws, as well as anti-money laundering, anti-terrorism, economic sanctions and export control laws, as well as all other relevant laws, regulations, rules orders and decrees that affect how the End User conducts its business. It also includes laws, regulations, rules, orders and decrees related to permits, licenses, and other authorizations necessary for the End User to exercise its rights and perform its obligations under this Agreement. Applicable Laws includes any amendments or modifications to such laws, regulations, rules, orders and decrees or permits, licenses and other authorizations enacted from time to time after the commencement of the Term.

**“Authorized Reseller”** means a reseller or distributor authorized by Capella pursuant to a written Reseller Agreement or other written agreement to distribute and resell licenses to End Users for use of the Products and Documentation.

**“Customer Agreement”** means any agreement between an Authorized Reseller and an End User or Capella and an End User pursuant to which the End User obtains a license to use the Products and Documentation and/or create Value Added Products.

**“Data”** means the (a) raw unprocessed source SAR satellite imagery and information used to create Products; and (b) sensor configuration, sensor geometry and satellite ephemeris information which describes or qualifies such SAR satellite imagery and information.

**“Documentation”** means the user manuals and similar materials relating to the Products and licensed to End User by Capella or an Authorized Reseller pursuant to a Customer Agreement.

**“End User”** means a customer properly authorized by an Authorized Reseller pursuant to a Customer Agreement or by Capella to access and use the Products and Documentation for End User’s Internal Use. Examples of End Users include any one (1) of the following:

- one company or corporation, not including Affiliates or representative offices;
- one office or department of a civilian national agency/ministry at the cabinet level;
- one civilian national agency/ministry below the cabinet level;
- one office or department of a branch of a national military,
- one office or department of a national defense agency, national intelligence agency, or unified command;
- one federated state or provincial agency/ministry, county, or local government;
- one nongovernmental organization or nonprofit organization within a single country;
- one educational organization within a country;
- one office or department within an international organization, institution, or agency, including the United Nations or European Union;
- any one entity or equivalent to any of the entities listed above; or
- any entity as mutually agreed with Capella.

**“End User’s Internal Use”** means use of the Product, Documentation and any Value Added Products solely for the End User’s internal business purposes, subject to the terms, conditions and restrictions of the EULA.

**“End User Personnel”** includes an End User’s (a) employees and contractors who are part of the End User’s workforce and/or (b) subcontractors of the End User, provided the personnel described in subsections (a) and (b) have (x) obligations of confidentiality to the End User, and (y) a need to access and/or use the Products, Documentation and any Value Added Products solely for the End User’s Internal Use, but excluding Affiliates of an End User.

**“End User Proprietary Materials”** means End User proprietary materials contributed to Value Added Products under this EULA, but excluding any Pre-Existing IP and other Intellectual Property Rights owned, developed or created by Capella and all derivative works thereof.

**“Intellectual Property Rights”** shall mean patents, copyrights, trade secrets, trademarks, service marks, and applications for and registrations of the foregoing, and all other proprietary and intellectual property rights, now or hereafter existing anywhere in the world.

**“Pre-Existing IP”** means (a) all Intellectual Property Rights, and (b) satellites, ground stations, imagery processing or production hardware and software systems, code, scripts, software programs, documentation, reports, materials, technology and other embodiments of Intellectual Property Rights, in each of cases (a) and (b), owned by Capella prior to the license of Products and Documentation under this EULA.

**“Products”** means Capella’s product offerings, including, without limitation, Data, created by applying formatting or processing techniques to the Data or using the Data or Capella’s products to create other product offerings, licensed to End User by Capella or an Authorized Reseller pursuant to a Customer Agreement.

**“SAR”** means synthetic aperture radar.

**“Term”** means that period that Customer is entitled to use the Products, Documentation and Value Added Products as set forth in the Customer Agreement or by Capella and further defined in Section 1 of this EULA.

**“Third Party”** means any individual, legal entity, corporation, limited liability company, partnership, other organization or government agency that is not a party to this EULA.

**“Value Added Products”** means (a) any goods or products in tangible, digital, electronic or other form that are created or developed from Products or Documentation; and/or (b) any addition, improvement, update, modification, transformation or derivative work of or to a Product, including, without limitation, reformatting of the Product into a different format or media from which is delivered to End User; any addition or extraction of data, information or other content to or from the Product or Documentation, or any copy or reproduction of the Product or Documentation.

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