



LICENSE AGREEMENT

This License Agreement (“**Agreement**”) applies to Customer’s access to and use of a Product, including Evaluation Products, if you have licensed the Product from an Affiliate of Capella Space Corp., a Delaware corporation, (“**Capella**”) directly or from a Capella Certified Reseller. Customer agrees to the terms of this Agreement by accessing or using any Products or entering into a Customer Agreement with Capella or a Certified Reseller. All Customer Agreements and Ordering Documents are subject to final review and acceptance by Capella and Capella reserves the right to reject any Customer Ordering Document and Customer Agreement without penalty for any reason in its sole discretion. Capitalized terms used in this Agreement are defined herein.

1. **Fees.** Customer will pay all fees specified in the Customer Agreement. Payment obligations are non-cancelable and fees paid are non-refundable. All fees are payable in US dollars.
2. **Taxes.** Fees do not include any Taxes. Customer is responsible for all Taxes, except for Taxes imposed on Capella’s net income. If Capella has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Capella will invoice Customer and Customer will pay that amount unless Customer provides Capella with a valid tax exemption certificate authorized by the appropriate taxing authority.
3. **Invoices.** Capella will issue invoices upon acceptance of an Ordering Document unless otherwise set forth on the applicable Ordering Document. Invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing Capella with complete and accurate billing and contact information and shall promptly notify Capella of any changes to such information. All past due amounts will accrue interest at the lower rate of 1.5% per month or the highest rate permissible under applicable law. In the event of non-payment, Capella may, without limiting its other rights and remedies, suspend delivery of or access to any Products and refuse future orders until all past due amounts have been paid.
4. **Licenses.** Subject to Customer’s compliance with this Agreement, the Customer Agreement and all applicable usage limitations in the Documentation, Capella grants Customer a non-exclusive, non-transferable, non-sublicensable, limited, and terminable license to allow its Authorized Users to:
 - (a) access, use, reproduce and store the Data and Documentation during the Term solely for Customer’s Internal Use;
 - (b) process, modify, enhance, adapt, create, and use Derivatives of the Data during the Term solely for Customer’s Internal Use;
 - (c) use Data to train Models that Customer uses to provide services or deliverables to Third Parties; and
 - (d) access and use the Platforms, if any, specified on the Customer Agreement, during the Subscription Term, solely to exercise its rights in the Data as set forth in Sections 4(a) and 4(b). For clarification, Customer is prohibited from creating or attempting to create Derivatives of a Platform or using any Platform after the Subscription Term.
5. **Third Party Content.** Notwithstanding anything to the contrary contained in this Agreement, any Third-Party Content included in the Data or accessible through any Platform, is subject to Third-Party Terms specified by the Third-Party supplier that are contained in the Product or the applicable Documentation. Third-Party Terms are incorporated by reference into this Agreement and a breach of Third-Party Terms will be deemed a breach of this Agreement. Third-Party Content is made available as a convenience and may be withdrawn at any time. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THIRD-PARTY CONTENT IS MADE AVAILABLE “AS IS” WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER AND CAPELLA HEREBY DISCLAIMS ANY IMPLIED OR OTHER WARRANTIES RELATED THERETO. CUSTOMER’S USE OF ANY THIRD-PARTY CONTENT IS AT ITS



OWN RISK AND CAPELLA ASSUMES NO LIABILITY IN CONNECTION WITH ANY THIRD-PARTY CONTENT.

6. **Login Credentials.** Customer must establish a Customer specific account, user names and passwords (“**Login Credentials**”) to access the Platforms. Customer is solely responsible for the confidentiality, security and use of its Login Credentials and will not share them or provide access to them to anyone except to Customer’s Authorized Users. Capella will have the right to rely upon any information received from any person using Customer’s Login Credentials and will incur no liability for this reliance. Customer will notify Capella immediately of any unauthorized use of Customer’s account or Login Credentials.
7. **Authorized Users.** Customer will ensure that each Authorized User complies with this Agreement and will be liable for all acts and omissions of its Authorized Users.
8. **Affiliates.** If Customer has selected the Affiliate license option on the Customer Agreement and paid the applicable fee, Customer may sublicense the licenses set forth in Section 4 to Customer’s Affiliate(s) and the Affiliate(s)’ Authorized Users for the Affiliate(s)’ Internal Use subject to the terms and conditions of this Agreement. Customer will provide Capella with the name and address of each Affiliate given access to any Product upon request. Customer will be liable for all acts and omissions of its Affiliates and their Authorized Users and any breach of the Agreement by a Customer Affiliate or the Affiliate’s Authorized Users is deemed to be a breach by Customer.
9. **Restrictions on Use.** Except as expressly authorized in Section 4 above, Customer shall not, and shall ensure all Authorized Users do not:
 - (a) 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 Derivatives;
 - (b) use the Products, Documentation or Derivatives for any purpose not specifically described in this Agreement;
 - (c) remove, alter, or obscure any Capella copyright notices or proprietary legends which appear in or on the Product and Documentation;
 - (d) reverse engineer, disassemble, decompile, adapt, or otherwise attempt to derive the algorithms, source code, databases, or data structures upon which the Products or Derivatives are based, but only to the extent this restriction is permitted by Applicable Law;
 - (e) modify or use the Products, Documentation or Derivatives 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 Derivatives or any of Capella's Intellectual Property Rights incorporated or embedded therein;
- (f) use a Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - (g) interfere with or disrupt the integrity or performance of any Product or third-party data contained therein;
 - (h) attempt to gain unauthorized access to any Product or its related systems or networks;
 - (i) permit direct or indirect access to or use of any Product to circumvent a contractual usage limit;
 - (j) modify, copy, or create derivative works of a Platform or any part, feature, function, or user interface thereof;
 - (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Product or access it to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Product, (iii) copy any ideas, features, functions or graphics of the Product, or (4) determine whether the Products are within the scope of any patent;
 - (l) remove, bypass, or circumvent any electronic or other forms of protection included on or with the Products;
 - (m) scrape or download Data in bulk, except to the extent permitted in the Documentation and the Customer Agreement.
10. **Feedback.** If Customer provides Capella with any feedback, suggestions, recommendations, or other input regarding any of the Products, including without limitation new features or functionality relating thereto ("**Feedback**"), Capella is free to use such Feedback for any purpose. Customer hereby irrevocably assigns and transfers 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. Certain evaluation Products require Customer Feedback in order to obtain access to the evaluation Products as set forth on the applicable Ordering Document.
11. **Ownership and Retained Rights.** Products and Documentation are licensed and not sold under this Agreement. All right, title and interest in and to the Products, Documentation and any Derivatives made by Capella or any Third Party at Capella's direction, and all Intellectual Property Rights therein, are the sole and exclusive property of Capella or its suppliers, as applicable. All right, title and interest, including all Intellectual Property Rights, in and to Models and enhancements or modifications made by Customer in the creation of a Derivative and any new material contributed by Customer in the creation of a Derivative, but specifically excluding materials owned by Capella or its suppliers (including, without limitation, Data integrated, referenced, recast, transformed or adapted in the Derivative or evaluated in the creation of a Model) are the exclusive property of Customer. However, notwithstanding the ownership rights of Customer in Models and the enhancements, modifications and contributed materials, use of a Derivative by Customer are subject to the license and use restrictions set forth herein. All use of any Model is solely at Customer's own risk and is Customer's sole responsibility. Customer agrees that it will not challenge Capella's ownership of (or the validity or enforceability of Capella's rights in and to the Data and Derivatives), and to the extent Customer does so challenge, Capella may, in addition to its other rights, terminate the Agreement, effective immediately upon notice. All rights not expressly granted to Customer hereunder are reserved by Capella and its suppliers.



12. **Product Functionality and Selection.** Customer is solely responsible for determining which Products best meet its needs. Customer agrees that this Agreement is not contingent on the delivery of any future Product functionality or features or any statements by Capella outside of this Agreement, including any statements regarding any current or future Product functionality or features.
13. **Delivery Estimates.** Any delivery date set forth in a Customer Agreement is an estimate only.
14. **Product Evaluations.** Capella may make select Products available to Customer to use solely for internal trial, non-production evaluation purposes. If Customer elects to evaluate any Product, the evaluation period will begin upon delivery of the Product to Customer or Certified Reseller, whichever occurs first, and will continue for the period set forth in the Customer Agreement, unless terminated sooner in accordance with this Agreement. If there is no evaluation period set forth in the Customer Agreement, then the evaluation period for the Product is 30 days. To use any Product after the evaluation period, Customer must obtain a license for the Product. If Customer decides not to obtain a license for any Product after the evaluation period, Customer will cease using and promptly return the Product to Capella. NOTWITHSTANDING ANY OTHER STATEMENT IN THIS AGREEMENT, ALL EVALUATION PRODUCTS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION, DATA, CONTENT OR RESULTS, OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT AND CAPELLA SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO ANY EVALUATION PRODUCT OR CUSTOMER'S USE OR INABILITY TO USE ANY EVALUATION PRODUCT.
15. **Confidentiality.** The parties may have access to each other's Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. Each party agrees to use the same degree of care to protect the other party's Confidential Information that it uses to protect its own confidential information (but no less than reasonable care). A party shall not to use the Confidential Information of the other party for any purpose other than invoking any rights and performing any obligations under this Agreement and shall not disclose the other party's Confidential Information to any Third Party; provided, however, that Capella may disclose Confidential Information to Capella's Affiliates, parent company and those employees, agents and subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a Third Party without restriction on the disclosure; or (d) is independently developed by the other party. Nothing in this Section shall prevent either party from disclosing Confidential Information to any governmental entity as required by law. If the parties have entered into a separate non-disclosure agreement, the terms of this Section shall control for all Confidential Information provided under this Agreement.
16. **Limited Warranty; Disclaimer.** Capella warrants to Customer only that the Products, as delivered, will substantially comply in all material respects with the applicable Documentation. Capella's sole obligation and Customer's exclusive remedy for a breach of this warranty is for Capella, at its option and expense, to: (i) repair or replace the non-conforming Product; or (ii) terminate the applicable license and refund all fees paid by Customer for the non-compliant Product. Any claim under this warranty must be made within 30 days following the initial delivery of the Product and is Customer's sole and exclusive remedy for a breach of warranty under this Agreement. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication, or modification of or to the Product by anyone other than Capella or any breach by Customer of this Agreement. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER 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 HEREUNDER. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SET FORTH IN THIS SECTION, THE PRODUCTS AND DOCUMENTATION ARE LICENSED "AS IS" AND WITHOUT WARRANTY AS TO ITS ACCURACY, COMPLETENESS OR USEFULNESS TO CUSTOMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 AND DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, DESIGN, FITNESS FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT OR THAT THE PRODUCTS AND DOCUMENTATION WILL BE ERROR-FREE OR NON-DEFECTIVE, EVEN IF CAPELLA OR AN AUTHORIZED RESELLER HAS BEEN INFORMED OF SUCH PURPOSE.

17. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS-OF- PROFIT, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, DATA LOSS OR CORRUPTION, COSTS OF PROCUREMENT FOR SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, OR OTHER SUCH DAMAGES, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. FURTHER, IN NO EVENT WILL THE TOTAL LIABILITY OF CAPELLA, ITS AFFILIATES AND ITS SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS AND THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT GIVING RISE TO THE CLAIM DURING THE 12 MONTH PERIOD PRIOR TO THE CLAIM.

18. **Indemnification.**

18.1 **Indemnification by Capella.** Capella shall indemnify, defend and hold harmless Customer against any claim, cost, expense, liability, damage, claim, or any litigation or settlement cost or expense (including, but not limited to, reasonable attorneys' fees and expenses), arising out of any third party claim alleging that any Product infringes or misappropriates such third party's Intellectual Property Rights (a "Claim"); provided, that Customer (a) promptly gives Capella written notice of the Claim, (b) gives Capella sole control of the defense and settlement of the Claim, and (c) gives Capella all reasonable assistance, at Capella's expense. If Capella receives information regarding an actual or potential Claim, Capella may in its discretion and at no cost to Customer (i) modify the Product so that it is no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer's continued use of that Product in accordance with this Agreement, or (iii) terminate Customer's license for that Product and refund Customer any prepaid fees covering the remainder of the term of the terminated Product license. The above defense and indemnification obligations do not apply if a Claim arises from (i) the use of the Product or any part or Derivative thereof with software, hardware, data, processes or other materials not provided by Capella, if the Product or use thereof would not infringe without such combination, (ii) modifications to a Product not made by Capella, or (iii) Customer's breach of this Agreement. This Section provides Customer's sole and exclusive remedy and shall constitute Capella's entire liability in connection with any infringement third party infringement Claims.

18.2 **Indemnification by Customer.** Customer shall indemnify, defend and hold harmless Capella, its Affiliates and their directors, officers, employees and/or stockholders from and against any claim, cost, expense, liability, damage, or any litigation or settlement cost or expense (including, but not limited to, reasonable attorneys' fees and expenses) arising out of any third party claim relating to or in connection with (a) Customer's breach of any provision of this Agreement; (b) Customer's use of the Product; (c) Customer's development or use of any Model or Derivative, including, without limitation, for claims of infringement, misappropriation or violation of the Intellectual Property Rights of a Third Party; or (d) violation of any Applicable Law.



19. **Term and Termination.** The Term of this Agreement begins on the date set forth by Capella on the applicable Ordering Document and will continue until terminated as set forth in this Agreement. Unless otherwise set forth on the Ordering Document, Capella will provide Customer with Login Credentials for the Platform upon payment of the applicable invoice. The Subscription Term for a Platform is 1 year unless otherwise set forth on a Customer Agreement. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Capella may also immediately suspend or terminate this Agreement and associated license rights with respect to individual or all Products, Derivatives and Documentation licensed to Customer upon written notice if a government authority limits or restricts Capella from collecting and/or distributing such Products. Upon termination of this Agreement, all rights granted to Customer under this Agreement shall immediately terminate and Customer shall delete or destroy all Products, Derivatives and Documentation licensed under this Agreement and within 30 days after such termination Customer shall provide a written certification to Capella evidencing the deletion or destruction of such materials. All provisions of this Agreement that by their nature survive or contemplate performance after termination shall survive expiration or termination of this Agreement.
20. **No Press Releases.** Neither party shall issue any press release or other public announcement regarding this Agreement without the prior written consent of the other party.
21. **Compliance with Law.** Each party shall comply with all Applicable Laws and regulations with respect to the Agreement and the Products, Derivatives and Documentation and the use thereof. Without limiting the foregoing, Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any Affiliate or Authorized User to access or use any Product, Derivative or Documentation in a U.S.-embargoed country or region.
22. **Certification and Audit.** Upon Capella's or an Authorized Reseller's written request, Customer shall certify in writing its compliance with this Agreement. Capella or its authorized representatives shall have the right to perform an audit to determine Customer's compliance with the Agreement. Upon 30 days prior written notice, Customer will grant Capella's authorized representatives access to the business locations, books and records, and Customer Authorized Users related Customer's use of the Products and compliance with the Agreement. The audit will be conducted no more than once per 12-month period, conducted during reasonable business hours and be subject to reasonable confidentiality requirements. If an audit results in a finding of non-compliance, Capella may, at its discretion: (a) invoice any additional fees due with interest as set forth herein and recover the cost of the audit if additional fees exceed 5% of the fees paid during the audit period; and (b) terminate the Agreement. Customer must pay the invoices issued under this Section within 30 days following the date of invoice.
23. **Federal Government Use Provisions.** Each of the Products, their respective Documentation, and the components and related software and technology that constitute the Products, is a "commercial product" as that term is defined at 48 C.F.R. 2.101. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Products and Documentation granted to all other end users under this Agreement, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §§12.211-12.212, with respect to all other US Government licensees and their contractors. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.
24. **General.**
- 24.1 **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without reference to the choice of law principles thereof and excluding the United Nations Convention on Contracts for the International Sale



of Goods. The state and federal courts located in San Francisco, California, will have exclusive jurisdiction over any dispute arising from or relating to this Agreement; provided that each party has the right at any time to seek a temporary or permanent injunction or other equitable remedy or relief in any court having subject matter jurisdiction. Each Party waives all defenses of lack of personal jurisdiction and *forum non conveniences* for the courts specified in this Section.

24.2 Entire Agreement and Order of Precedence. The Customer Agreement is the entire agreement between Capella and Customer regarding Customer's use of Products, Derivatives and Documentation and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding any Capella Ordering Documents) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Ordering Document, (2) this Agreement, including any supplemental terms listed on an Ordering Document, which are hereby incorporated by reference, (3) the Documentation, and (4) Customer's agreement with the Certified Reseller (if applicable).

24.3 Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

24.4 Force Majure. Except for Customer's obligation to make payment under the Customer Agreement, neither party will be liable for any failure in performing its obligations hereunder when the failure is caused by events beyond that party's reasonable control, including, without limitation: acts of God; fire; water damage; natural disaster (including earthquakes, storms, and floods); power or utility outages; strikes; war, military action, or act of terrorism; medical crisis, pandemic or epidemic; a total or partial loss, malfunction, or failure of a satellite, ground station, or communications network, whether temporary or permanent; a change in law or regulation (including export control regulations); acts, directives and orders of government and health authorities; or an order or judgment of a court (not arising out of breach by the party of the Customer Agreement or these License Terms).

24.5 Assignment. This Agreement is binding on the parties and their successors, assigns, and legal representatives. Customer may not transfer, assign, or delegate any of Customer's rights or obligations under the Customer Agreement without Capella's prior written consent.

24.6 Amendment. This Agreement may not be modified, amended, or supplemented except by written instrument signed by both parties.

24.7 Waiver. The failure or delay by a party to require performance of any provision of this Agreement does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver.

24.8 Enforceability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

24.9 English Language. English is the controlling language of this Agreement for all purposes, and all versions of this Agreement in any other language are for accommodation only and will not be binding on the parties.

24.10 Notice. All notices under this Agreement 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.



25. Definitions.

"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. For governmental entities an Affiliate is a department or agency within the same tier of government as the purchasing entity.

"Agreement" means this License Agreement.

"Applicable Laws" means all applicable domestic and international laws and regulations, export laws, copyright laws, privacy laws, artificial intelligence, intellectual property laws, 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, anti-bribery legislation, 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 a party conducts its business. It also includes laws, regulations, rules, orders, and decrees related to permits, licenses, and other authorizations necessary for the Customer 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 Customer for Internal Use of the Products, Derivatives and Documentation.

"Authorized Users" means an entity's employees and contractors, provided the employees and contractors have obligations of confidentiality to the entity at least as restrictive as those herein and a need to access and/or use the Products, Derivative or Documentation solely for the entity's Internal Use.

"Confidential Information" means pricing and terms of this Agreement and the applicable Customer Agreement, including non-public materials attached to or incorporated in the Customer Agreement or this Agreement, and all information clearly identified as confidential at the time of disclosure. Confidential Information does not include information that: (i) becomes available to the public through no act of the party receiving the information; (ii) the receiving party lawfully received access to separate from the Customer Agreement; (iii) was lawfully disclosed to the receiving party by a Third Party authorized to make the disclosure; or (iv) was independently developed by the receiving party.

"Customer Agreement" means (a) with respect to a Customer that purchases a license to use the Product from Capella directly, that agreement consisting of the applicable Ordering Document incorporating this Agreement and the materials referred to herein; and (b) with respect to a Customer that purchases a license to use the Product from a Certified Reseller, this Agreement and the materials referred to herein and that agreement between the Certified Reseller and Customer pursuant to which Customer receives a license to the Product.

"Data" means satellite imagery and data Products owned or controlled by Capella, including all metadata. Data does not include Third Party Content licensed under Third Party Terms.

"Derivative" means 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 and any addition or extraction of data, information, or other content to or from the Product.

"Documentation" means Capella's product specifications and user manuals for the Products. For clarification, Platform Documentation includes the applicable terms of use for the Platform and the terms of use are hereby incorporated herein by reference.



"Feedback" has the meaning set forth in Section 10 of this Agreement.

"Internal Use" means use of the Products, Derivatives and Documentation solely for the Customer's internal business or organizational purposes, subject to the terms, conditions, and restrictions of the Customer Agreement.

"Intellectual Property Rights" means 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.

"Login Credentials" has the meaning Section 6 of this Agreement.

"Model(s)" means Customer-created analytical artificial intelligence models and algorithms, provided that such materials do not contain Capella Data in its original, raw, extractable form or enable reconstruction of the Data.

"Ordering Document" means a Capella issued order form or a Capella online order form setting forth the Product(s) Capella offers to license to Customer and related terms and that is presented to Customer for acceptance by (1) clicking a box indicating acceptance or (2) executing a Capella order form referencing this Agreement.

"Platform(s)" means the Capella Console and APIs.

"Products" means Capella's product offerings licensed to Customer by Capella or an Authorized Reseller pursuant to a Customer Agreement.

"Subscription Term" means that period during which Customer has access to use the Platforms, as set forth on the Customer Agreement.

"Taxes" means sales, use, value-added, foreign withholding or other taxes, duties, fees, excises, or tariffs imposed on the licensing or use of the Products.

"Term" means that period that Customer is entitled to use the Products, Derivatives and Documentation as set forth in the Customer Agreement and this Agreement.

"Third Party" means any individual, legal entity, corporation, limited liability company, partnership, other organization, or government agency that is not a party to the Customer Agreement.

"Third Party Content" any content, software or other data that is owned by a Third Party and not owned by Capella or its Affiliates.

"Third Party Terms" means separate or supplemental licensing terms and conditions from a Third-Party supplier of Third-Party Content contained in or accessible through a Product.

-- END OF INTERNAL USE LICENSE AGREEMENT--