

BLACKSKY GLOBAL LLC
PRODUCTS END-USER LICENSE AGREEMENT - STANDARD

Last Updated: March 01, 2019

This End-User License Agreement (“EULA”) is a legally binding contract between you and BlackSky Global LLC (“BlackSky”) regarding your use of BlackSky’s satellite imagery (the “Product”). In this EULA, “you” and “your” means the entity licensing the Product under this EULA (the “Ordering Entity”).

PLEASE READ THE FOLLOWING TERMS CAREFULLY

BY PURCHASING, DOWNLOADING, ACCESSING, OR OTHERWISE USING THE PRODUCT, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (“TERMS”). IF YOU DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE BLACKSKY’S PERMISSION TO USE THE PRODUCT.

1. NO ADVICE OR OPINIONS

THE PRODUCT IS NOT INTENDED TO BE, AND DOES NOT CONSTITUTE, ADVICE OR OPINION(S) FROM BLACKSKY REGARDING YOU ACTING OR REFRAINING FROM ACTING.

2. OWNERSHIP OF PRODUCT

BlackSky (or its respective licensor as the case may be) is and shall remain the sole and exclusive owner of the Product and the manipulation techniques, viewers, and access devices embedded therein. All rights in and to the Product not expressly granted under this EULA are reserved to and retained by BlackSky. Nothing in this EULA is intended to nor shall it be construed as granting you any license to, direct access to, control of, or rights in any BlackSky satellite.

3. LICENSE TO PRODUCT

Subject to your complete and ongoing compliance with this EULA:

- A. For any Product you purchase at the Standard level (as listed in the Pricing Guide), BlackSky grants you, solely for your internal business purposes, a limited, irrevocable, perpetual, worldwide, non-exclusive, non-transferable, non-sublicensable license to:
- (i) display, perform, reproduce, or internally share the Product;
 - (ii) develop value-added products by substantially modifying the Product through technical manipulation and/or addition of other unrelated data (“VAP”), and internally share VAPs;
 - (iii) develop derived products separate from the Product by ascertaining and compiling new information from the Product (“DAP”), and freely share DAPs without restriction;
 - (iv) share the Product and VAPs with your consultants, agents, and subcontractors (“Representatives”) provided that (a) it is on a need-to-know basis and such Representatives agree in advance in writing to (w) use the Product and VAPs solely in support of your specific contracting requirement and not share the Product and VAPs with any other third party; (x) return or destroy all Product and VAPs

upon completion of the stated contracting requirement; and (y) the terms and conditions of this EULA.

If you are part of a foreign government, you understand, acknowledge, and agree the above Standard Product license is expressly limited to the Ordering Entity and does not include other agencies, departments, etc. within such foreign government.

- B. If you are not part of a foreign government, for any Product you purchase at the Enterprise level (as listed in the Pricing Guide), BlackSky grants you the license described in Section 3(A) and, in addition, solely for your internal business purposes, a limited, irrevocable, perpetual, worldwide, non-exclusive, non-transferable, non-sublicensable license to share the Product and VAPs with your subsidiaries, affiliates, and other named users with BlackSky's express prior written consent (each an "Ordering Entity Partner"), provided the Ordering Entity Partner (i) has a need to know for your internal business purposes; (ii) agrees in advance in writing to use the Product and VAPs solely internally and in furtherance of your internal business purposes; and (iii) agrees in advance in writing the terms and conditions of this EULA.
- C. If you are part of a foreign government, for any Product you purchase at the Enterprise level (as listed in the Pricing Guide), BlackSky grants you the license described in Section 3(A) and, in addition, solely for your internal purposes, a limited, irrevocable, perpetual, worldwide, non-exclusive, non-transferable, non-sublicensable license to share the Product and VAPs with other agencies, departments, etc. within your government, provided each agency, department, etc. agrees in advance in writing to (iv) use the Product and VAPs solely internally and in furtherance of their stated primary mission; (v) not share the Product and VAPs with any third party or other agency, department, etc.; and (vi) the terms and conditions of this EULA
- D. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Product ("Feedback"), then you hereby grant BlackSky an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Product and create other products and services.

4. PROHIBITED CONDUCT

By using Product you agree not to:

- A. use Product for any fraudulent or illegal purpose or in violation of any local, state, national, or international law, include all applicable export laws and regulations;
- B. violate, or encourage others to violate, any right of a third party, including violating an individual's privacy rights or by infringing or misappropriating any third party intellectual property right;
- C. disable or circumvent features that prevent or limit use or copying of any Product;
- D. reverse engineer or otherwise attempt to decode or decompile Product or any sample thereof;
- E. alter or remove any markings, logos, indications of ownership, copyright notice, or narrative material accompanying Product or any sample thereof;
- F. except as permitted in Section 3, modify the Product or create derivative works of the Product;
- G. except as permitted in Section 3, sell or otherwise transfer Product to any third party;

- H. publish or make any Product available via any web map or other similar service without express written consent; or
- I. attempt to do any of the acts described in this Section 4 or assist or permit any person in engaging in any of the acts described in this Section 4.

5. CONDITIONS

By using Product you agree:

- A. the rights and licenses granted to you herein are made expressly subject to: (a) BlackSky having received, and continuing to receive, all required approvals from the U.S. Government and any other applicable government authority; and (b) the current and future limitations placed on BlackSky via the license(s) issued to BlackSky by the U.S. Department of Commerce to operate a private remote-sensing space system (“Operating License”);
- B. all VAPs shall clearly and conspicuously contain the following statement: *“This image is provided under license from BlackSky Global LLC. All rights are expressly reserved by BlackSky Global LLC.”*;
- C. to immediately notify BlackSky if you discover any unenhanced or unprocessed imagery data in Product;
- D. BlackSky may retain copies of the Product and associated data you obtain from BlackSky.
- E. if Product does not substantially conform to BlackSky’s stated specifications, your sole remedy is to submit a written request for replacement within five days of delivery to you. If BlackSky agrees the Product does not substantially conform to stated specifications, BlackSky will either replace or issue a refund for the non-conforming Product. If you do not submit a request for replacement within the five day time period, you shall be deemed to have accepted the Product.

6. DISCLAIMERS; LIMITED WARRANTY

BLACKSKY WARRANTS THE PRODUCT AND THE MEDIA UPON WHICH THE PRODUCT IS DELIVERED WILL SUBSTANTIALLY CONFORM TO BLACKSKY’S STATED SPECIFICATIONS FOR FIVE DAYS AFTER THE DATE OF DELIVERY TO YOU, PROVIDED SUCH PRODUCT IS USED ON APPROPRIATE COMPUTER HARDWARE. BLACKSKY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE PRODUCT, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. BLACKSKY DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND BLACKSKY DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BLACKSKY OR ANY MATERIALS ACCOMPANYING THE PRODUCT WILL CREATE ANY WARRANTY REGARDING BLACKSKY OR THE PRODUCT THAT IS NOT EXPRESSLY STATED IN THESE TERMS. BLACKSKY IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE PRODUCT AND/OR YOUR USE OF THE PRODUCT. YOU UNDERSTAND AND AGREE THAT YOU USE THE PRODUCT AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR ANY LOSS OF DATA.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. BlackSky does not disclaim any warranty or other right that BlackSky is prohibited from disclaiming under applicable law.

7. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BLACKSKY OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR USE OF THE PRODUCT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY BLACKSKY ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF BLACKSKY AND ITS AFFILIATES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PRODUCT UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID BLACKSKY FOR THE SPECIFIC PRODUCT GIVING RISE TO CLAIM; OR (B) \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN BLACKSKY AND YOU UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN BLACKSKY AND YOU. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 7 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. TERM AND TERMINATION

These Terms are effective beginning when you accept the Product and ending when terminated as described in this Section 8. If you violate any provision of these Terms, these Terms automatically terminate. Upon termination of these Terms, Sections 2, 3, 4, 5, 6, 7, and 10 will survive.

9. MODIFICATIONS

BlackSky reserves the right to change these Terms on a going-forward basis at any time. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Product. Immaterial modifications are effective upon notice to you. Except as expressly permitted in this Section 9, these Terms may be amended only by a written agreement signed by authorized representatives of BlackSky and you. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

10. MISCELLANEOUS

These Terms are the entire and exclusive understanding and agreement between you and BlackSky regarding your use of the Product. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without BlackSky's prior written consent. BlackSky may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect BlackSky's right to require performance at any other time after that, nor will a waiver by BlackSky of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. These Terms are governed by and construed in accordance with the laws of the State of Washington, USA without regard to conflict of law principles. You and BlackSky submit to the personal and exclusive jurisdiction of the state courts and federal courts located within King County, WA, USA for resolution of any lawsuit or court proceeding permitted under these Terms.