

ICEYE END USER LICENSE AGREEMENT

The terms, conditions and restrictions of ICEYE's End User License Agreement set forth herein (the “**EULA**”) are fully effective and binding on you and apply to your use of any Product or Documentation you licensed from ICEYE Oy, with its principal place of business at Maarintie 6, 02150 Espoo, Finland (“**ICEYE**”), pursuant to a Customer Agreement. This EULA is entered into by ICEYE and End User and contains the general terms, conditions and restrictions relating to End User's access to and use of the Product or Documentation and any Derivatives created by End User. The applicable Customer Agreement sets forth the terms and conditions pursuant to which End User acquired the Product or Documentation governed by this EULA.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product or Documentation licensed under this EULA, you, on behalf of End User, are accepting and agreeing to be bound by the terms, conditions and restrictions of this EULA. If you are entering into this EULA on behalf of a company, other legal entity or government agency, you represent that you have the authority to bind that entity to the terms, conditions and restrictions of this EULA. Capitalized terms used in this EULA are defined in Section 11 below.

1. Term. The term of this EULA for use of each Product and associated Documentation will begin upon delivery of the Product and such Documentation to End User under a Customer Agreement and will continue perpetually or for the duration of the applicable subscription term (or any renewal of the subscription term), as set forth in the Customer Agreement unless terminated as set forth in Section 8 of this EULA.

2. License, Permitted Uses, and Restrictions.

2.1 License. Subject to the End User being in compliance with the terms, conditions and restrictions of this EULA and the applicable Customer Agreement, during the Term, ICEYE grants to End User a non-exclusive, non-transferable, non-sublicensable, limited and terminable license to:

- (a) store, access, reproduce and use the Products, Derivatives and Documentation solely for End User's Internal Use;
- (b) process, modify, enhance, adapt and create Derivatives of the Products solely for End User's Internal Use; and/or
- (c) make the Products, Derivatives and Documentation available to its End User Personnel, including, without limitation, those End User Personnel who or which are subcontractors of End User, solely for End User's Internal Use.

2.2 Use Restrictions. Except as expressly authorized in Section 2.1 of this EULA, End User shall not, and shall ensure that End User Personnel do not:

- (a) use, copy, perform, display, modify, create derivative works, merge, distribute, sublicense, transfer, assign, rent, sell, lease, loan, make publicly available, publish or otherwise exploit or commercialize the Products, Derivatives and/or Documentation;
- (b) use the Product or Derivatives for Commercial Purposes or for the business or organizational needs of any Third Party, including, without limitation, providing any services to any Third Party;
- (c) store, post or process the Products or Derivatives other than in a system that is not accessible by Third Parties and the public;

- (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) alter, obscure or remove any ICEYE copyright or attribution notice, trademark, or any other proprietary legend required by this EULA to be contained in, on or adjacent to the Products, Derivatives or Documentation;
- (f) modify or use the Product, Derivatives or Documentation in any manner that infringes the Intellectual Property Rights of another entity or individual or violates any Applicable Laws; and/or
- (g) take any action that would result in any Third Party obtaining any ownership of or other Intellectual Property Rights in or to any of the Products or Documentation or any ICEYE's Intellectual Property Rights embodied, incorporated or embedded in or as part of the Derivatives.

2.3 Data Derivatives. End User may (a) create Data Derivatives from the Products or any Derivatives licensed under this EULA and use such Data Derivatives for any and all purposes and/or (b) use the Data Derivatives acquired from ICEYE under a Customer Agreement for any and all purposes.

2.4 Attribution. All Products and Derivatives (other than Data Derivatives) shall include the following copyright notice on or adjacent to the Product or Derivative: [Product or Derivative] © [YEAR] ICEYE Oy. Copyright in all ICEYE Products and Derivatives is and will remain held by ICEYE Oy. End User shall display the following language on or adjacent to Data Derivatives or any copies thereof: [Data Derivative] Powered by ICEYE.

2.5 Retained Rights. All rights and uses of the Products, Derivatives or Documentation not expressly granted by this EULA are reserved by ICEYE. Any uses of the Products, Derivatives and/or Documentation beyond those expressly authorized herein requires prior written authorization from ICEYE.

3. Intellectual Property Rights and Reservation of Ownership.

3.1 ICEYE Products and Documentation. The Products and Documentation, all ICEYE Pre-Existing IP embodied in the Products and Documentation and any Intellectual Property Rights created by ICEYE during the term of this EULA, are exclusively owned by ICEYE and protected by the laws of Finland and international laws, treaties, and conventions regarding intellectual property and proprietary rights inclusive of all patent, trade secret, copyright, know-how and other proprietary rights that may be secured in any place under Applicable Laws now or hereafter in effect. ICEYE retains all right, title, and ownership of any Products and Documentation licensed under this EULA, including all or parts of Products, Documentation, or any enhancements, modifications, improvements or derivative works thereof, embodied in any Derivatives created by End User under this EULA. ICEYE is not obligated to provide to End User, and End User acquires no right of any kind with respect to, any ICEYE SAR satellites, SAR satellite ground stations, SAR satellite imagery production or processing hardware, software or systems infrastructure or algorithms, techniques and methodologies relating to the Data, Products or Documentation. All rights in any ICEYE intellectual property and proprietary rights not specifically granted herein are expressly reserved to ICEYE.

3.2 End User Proprietary Materials in Derivatives Created by End User. End User shall be the exclusive owner of all right, title and interest in and to any End User Proprietary Material contributed to a Product, Derivative created by End User or Documentation under this EULA.

3.3 Data Derivatives. End User shall be the exclusive owner of all right, title and interest in and to any Data Derivatives created by End User in accordance with this EULA.

3.4 Any infringement or misappropriation of ICEYE's Intellectual Property Rights and/or other proprietary rights in and to the Products and Documentation licensed under this EULA and/or embodied in any Derivatives created by End User under this EULA shall constitute a breach and may result in termination of this EULA and the right of End User Personnel to access and use the Products, Derivatives and Documentation licensed hereunder.

4. Confidentiality. End User shall protect all ICEYE confidential or proprietary information in accordance with the provisions of Section 6 of the Terms and Conditions, which are hereby incorporated in this EULA by reference and shall apply to the same extent as if fully set forth herein, except that all references to the Terms and Conditions or the Customer Agreement in such provisions shall be deemed to be references to this EULA for purposes of this EULA. End User shall, and shall ensure that End User Personnel, protect such ICEYE confidential information of ICEYE in perpetuity, unless otherwise agreed in writing with ICEYE. Any breach of this Section 4 of the EULA 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 any whole or part thereof included in a Derivative.

5. DISCLAIMER OF WARRANTY. DISCLAIMER OF ALL WARRANTIES. END USER HEREBY ACKNOWLEDGES AND AGREES THAT ICEYE 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 OR DOCUMENTATION BEING LICENSED OR PROVIDED TO AN END USER UNDER A CUSTOMER AGREEMENT WITH ICEYE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ICEYE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS ARISING BY LAW, COURSE OF PERFORMANCE, CUSTOM OR USAGE IN THE TRADE OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS OR DOCUMENTATION END USER LICENSES OR IS PROVIDED PURSUANT TO A CUSTOMER AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED 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 ICEYE HAS BEEN INFORMED OF SUCH PURPOSE. ANY AND ALL PRODUCTS AND DOCUMENTATION ARE BEING LICENSED TO END USER ON AN "AS IS" BASIS AND ICEYE ASSUMES NO RESPONSIBILITY OR LEGAL LIABILITY FOR THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF SUCH PRODUCTS OR DOCUMENTATION OR FOR DELAYS OR INTERRUPTIONS IN SUPPLYING OR DELIVERING SUCH PRODUCTS OR DOCUMENTATION.

6. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN A CUSTOMER AGREEMENT BETWEEN ICEYE AND END USER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ICEYE NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AFFILIATES, SUBCONTRACTORS, OR LICENSORS SHALL BE LIABLE TO END USER FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM 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, DERIVATIVES AND/OR DOCUMENTATION OR FOR COMMERCIAL LOSS OF ANY KIND UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY OF LIABILITY.

6.1 Indemnification. End User shall indemnify, defend and hold harmless ICEYE from and against any and all Third Party claims, damage, liability, or expense (including but not limited to reasonable attorneys' fees and expenses) to the extent that such claim arises out of End User's or End User Personnel (a) use of the Products, Derivatives or Documentation; (b) breach of this EULA; (c) use of End User Proprietary Materials that infringe any Intellectual Property Right of any third party after the delivery of the relevant Product or Documentation; and/or (d) violation of Applicable Laws.

7. Termination.

7.1 By ICEYE. ICEYE may immediately terminate this EULA and associated license rights upon written notice to End User if End User or End User Personnel (a) breach any of End User's obligations under this EULA; or (b) breach any of End User's obligations to ICEYE under a Customer Agreement, and End User fails to cure such breach within thirty (30) days after receiving written notice to do so from ICEYE or its agents. ICEYE may also immediately suspend or terminate this EULA and associated license rights with respect to specific Products or Documentation licensed to End User under this EULA upon written notice to End User if a government authority limits or restricts ICEYE from collecting and/or distributing such satellite imagery data, Products and/or Documentation.

7.2 By End User. End User may terminate this EULA and associated license rights at any time by (a) permanently deleting the Products, Documentation and any Derivatives from all devices and systems and destroying any copies on disk; and (b) certifying to ICEYE in writing that all copies of the Products, Documentation and any Derivatives have been deleted or destroyed; however, End User is still responsible for paying all license fees for the Products and Documentation in full.

7.3 Effect of Termination. Upon expiration or termination of this EULA, all rights to use the Products, Documentation and any Derivatives granted to End User under this EULA will immediately cease and End User will (and will cause all End User Personnel to) (a) cease all use of the Products, Documentation and Derivatives; and (b) permanently delete the Products, Documentation and Derivatives from all devices and systems and destroy any copies on disk. Within thirty (30) days following expiration or termination of this EULA, End User shall certify to ICEYE in writing that all copies of the Products, Documentation and Derivatives governed by this EULA have been deleted or destroyed. The expiration or termination of this EULA does not relieve either party of any obligations that have accrued on or before the effective date of the expiration or termination.

7.4 Survival. The duties and obligations of the parties under Sections 2.2 (Restrictions on Use), 3 (Intellectual Property Rights and Reservation of Ownership), 4 (Confidentiality), 6 (Limitation of Liability), 7 (Indemnification), 8 (Termination), 9 (Compliance), 10 (General Terms) and 11 (Definitions) of this EULA will survive expiration or termination of the EULA. End User acknowledges that ICEYE has a substantial interest in the Products and Documentation. As such, ICEYE has full right to bring any action directly against End User, including injunctive action, to enforce the terms of this EULA and by using the Products and Documentation End User consents to any such action.

8. Compliance.

8.1 Certification. Upon ICEYE's written request, and not more than once per calendar year, End User shall certify in writing its compliance with the licenses granted under this EULA. If End User is unable to provide this certification, End User shall work in good faith with ICEYE to remedy any non-compliance with this EULA, provided, however, that ICEYE 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.

8.2 Audit. During the Term of this EULA, ICEYE 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 in accordance with Section 8 of the Terms and Conditions, which are hereby incorporated in this EULA by reference and shall apply to the same extent as if fully set forth herein, except that all references to an Order Confirmation or the Customer Agreement in such provisions shall be deemed to be references to this EULA for purposes of this EULA.

8.3 Compliance with Applicable Laws. End User is responsible for its own compliance with Applicable Laws and other legal requirements applicable to the conduct of its business, use of the Product, Documentation and any Derivatives, and agrees to comply with all Applicable Laws relating thereto. In addition, End User shall comply with the requirements set forth in Sections 9.1 through 9.5 of the Terms and Conditions which are hereby incorporated in this

EULA by reference and shall apply to the same extent as if fully set forth herein, except that all references to the Terms and Conditions or the Customer Agreement in such provisions shall be deemed to be references to this EULA for purposes of this EULA.

8.4 General Terms. Sections 16.1 through 16.11 of the Terms and Conditions are hereby incorporated in this EULA by reference and shall apply to the same extent as if fully set forth herein, except that all references to the Terms and Conditions or the Customer Agreement in such provisions shall be deemed to be references to this EULA for purposes of this EULA.

9. Definitions. As used in this EULA, the following capitalized terms shall have the following meanings:

9.1 “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.

9.2 “Applicable Laws” means anti-bribery legislation enacted in the European Union, Finland, United States and United Kingdom, including the Foreign Corrupt Practices Act and UK Bribery 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.

9.3 “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 End User’s benefit; (c) use in any materials or services for sale or for which fees or charges are paid or received; and (d) use in any books, news publication or journal.

9.4 “Customer Agreement” means the written agreement consisting of the applicable Order Confirmation and the Terms and Conditions, which reference this EULA’s licensing terms, conditions and restrictions, between Customer and ICEYE pursuant to which the End User obtains a license to use the Products, Documentation and any Derivatives End User creates pursuant to this EULA.

9.5 “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.

9.6 “Data Derivative” means a Derivative of the Product created by End User that (a) does not retain any (i) pixels of source SAR satellite imagery and (ii) sensor configuration, sensor geometry and satellite ephemeris information which describes or qualifies the source SAR satellite imagery; and (b) is technically irreversible and unable to be reverse engineered by End User to recreate the source SAR satellite imagery or information described in subsections (a)(i) and (ii) immediately above.

9.7 “Derivative” means (a) any goods or products in tangible, digital, electronic or other form that are created or developed from Products by End User Personnel; 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 medium from which is delivered to End User; any addition or extraction of data, information or other content to or from the Product, or any copy or reproduction of the Product, performed by End User Personnel.

9.8 “Documentation” means the user manuals and similar materials licensed to End User by ICEYE pursuant to a Customer Agreement.

9.9 “End User” means a customer properly authorized by ICEYE pursuant to a Customer Agreement to access and use the Products, Derivatives and Documentation for End User’s Internal Use.

9.10 “End User’s Internal Use” means use of the Product, Documents and any Derivatives solely for the End User’s internal business purposes, subject to the terms, conditions and restrictions of the EULA, and not for any Commercial Purpose.

9.11 “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 Derivatives solely for the End User’s Internal Use.

9.12 “End User Proprietary Materials” means End User Pre-Existing IP and End User proprietary materials contributed to a Product, Derivative created by End User or Documentation under this EULA, but excluding any ICEYE Pre-Existing IP and other Intellectual Property Rights owned, developed or created by ICEYE, and all derivative works thereof, during the Term of this EULA.

9.13 “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.

9.14 “Pre-Existing IP” means (i) all Intellectual Property Rights, and (ii) 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 (as defined below), in each of cases (i) and (ii), owned by ICEYE prior to the license of Products or Documentation under this EULA.

9.15 “Products” means ICEYE’s standard product offerings, including, without limitation, Data, created by applying formatting or processing techniques to the Data or using the Data to create other product offerings and licensed to End User by ICEYE pursuant to a Customer Agreement.

9.16 “SAR” means synthetic aperture radar.

9.17 “Term” means that period that Customer is entitled to use the Products, Derivatives and Documentation as set forth in Section 1 of this EULA.

9.18 “Terms and Conditions” means the ICEYE Product and Services Terms and Conditions available at: http://legal.iceye.com/direct_sales_tc.

9.19 “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 and is not an Affiliate of ICEYE.

- END OF END USER INTERNAL USE LICENSE -