

End User License Agreement

This End User License Agreement (“EULA”) is entered into and sets forth the legally binding terms between **Optisense, Inc.** (“**SkyFi**”) and the **End User** (as defined below), as an end user of the SkyFi iOS or Android application, the website located at <https://www.skyfi.com/> (the “**Website**”) and the web application, products and services accessible thereon, and certain features, functionality, and content accessible on or through the application(s) and the Website (collectively, the “**Services**”).

The **End User** accepts and agrees to be bound by the terms of this **EULA** by doing any of the following:

- (a) accepting, in whole or in part, a quotation for the supply of the **Product** (as defined below);
- (b) signing this **EULA**;
- (c) accepting receipt or delivery of the **Product**;
- (d) accessing, downloading, installing, and/or manipulating the **Services** or any **Product** on any computer, tablet, mobile device, or electronic equipment;
- (e) making available any **Derivative Work** (as defined below);
- (f) damaging or destroying the **Product**; or
- (g) retaining the **Product** for more than 7 days following receipt thereof.

SkyFi may change or update this EULA at any time and continuing to do any of (a) through (g) above constitutes End User’s acceptance of such changes and updates. End User’s access to and use of the Services will be subject to the current EULA which is posted on the Website at the time.

Article 1 Definitions

“**Derivative Work**” means any derivative product or information developed by the **End User** from the **Product**, which does not contain any imagery data from the **Product** and is irreversible and uncoupled from the source data, metadata, or source imagery data of the **Product**.

“**End User**” means either (i) the person (acting in his/her own name), (ii) the legal entity, including its possible offices and branches in its state or country of formation, or (iii) the government agency, branch or entity, which accepts this **EULA**. When the **Product** is supplied to a government agency, branch or entity (federal, state, municipal or local), the **End User** shall be deemed to be only that part which is located at the address to which the **Product** is billed when the order is placed.

“**Product**” means Earth observation imagery and data ordered, supplied and delivered to the **End**

User using the **SkyFi** mobile app, web interface or API.

“**Provider**” means a provider of Earth observation imagery/or data which is delivered to the **End User** using the **SkyFi** mobile app, web interface or API.

“**VAP**” means any product developed by the **End User**, which contains imagery data from the **Product**, and resulting in a significant modification of the **Product**, through technical manipulations and/or addition of other data.

Article 2 License

2.1 Permitted Uses

The **End User** is hereby granted by **SkyFi** a limited, non-exclusive, non-transferable, and revocable license:

(a) to install the **Product** on as many individual computers as needed in its premises, including internal computer network (with the express exclusion of the internet, except as provided under paragraph (f) below) for the permitted uses under paragraphs (b) to (h) below (the “**Permitted Uses**”);

(b) to use the **Product** for its own internal purposes, provided that the **End User** shall not alter or remove any proprietary trademark or copyright marking incorporated in, marked on or affixed to any **Product**;

(c) to alter or modify the **Product** to produce **VAP** or **Derivative Work(s)**, provided that the **End User** shall not alter or remove any proprietary trademark or copyright marking incorporated in, marked on or affixed to any **Product** or **VAP**;

(d) to use any **VAP** for its own internal needs, provided that the **End User** shall not alter or remove any proprietary trademark or copyright marking incorporated in, marked on or affixed to any **Product** or **VAP**;

(e) to make available the **Product** and/or any **VAP** to contractors and consultants, only for use on behalf of the **End User**, provided that the **End User** shall not alter or remove any proprietary trademark or copyright marking incorporated in, marked on or affixed to any **Product** or **VAP** and subject to such contractors and consultants agreeing in writing (i) to be bound by the same limitations on use as applicable to the **End User**, and (ii) to return the **Product** and **VAP** to **End User**, and to keep no copy thereof, upon completion of the contracting or consulting engagement;

(f) to post an extract of a **Product** or a **VAP** on an internet site, provided that the **End User** shall not alter or remove any proprietary trademark or copyright marking incorporated in, marked on or affixed to any **Product** or **VAP** and provided further that such post shall not include metadata. In no event shall downloading of the posted extract be allowed, nor be used to distribute, sell, assign, dispose of, lease, sublicense or transfer such extract;

(g) to print any extract of a **Product** or a **VAP**, and to distribute such print for promotion purposes only, provided that the **End User** shall not alter or remove any proprietary trademark or copyright marking incorporated in, marked on or affixed to any **Product** or **VAP**; and

(h) to distribute **Derivative Work(s)**.

All rights not expressly granted under the present Article 2.1 are hereby retained by **SkyFi** and/or **Provider**.

2.2 Prohibited Uses

The **End User** recognizes and agrees that the **Product** is and shall remain the property of **SkyFi** and/or **Provider**, contains proprietary information, and thus is provided to the **End User** on a confidential basis.

The **End User** shall not and shall not cause any contractor or consultant engaged pursuant to the provisions of Article 2.1(e) to do any of the following:

- (a) do anything not expressly authorized under Article 2.1;
- (b) portray any person depicted in the **Product** in a way that a reasonable person would find offensive, including in connection with pornography, the promotion of tobacco products, in a political context, and engaging in immoral or criminal activities;
- (c) use any **Product** in a defamatory or deceptive manner, or in a manner that could be considered libelous, obscene or illegal;
- (d) resell, redistribute, provide access to, share or transfer a **Product** except as explicitly provided for herein;
- (e) use any **Product** in a manner that infringes upon any third party's intellectual property or proprietary rights, or would give rise to any claims of deceptive advertising or unfair competition;
- (f) alter or remove any proprietary trademark or copyright marking incorporated in, marked on or affixed to any **Product** or **VAP**, or falsely represent that any **Product** was created by **End User** or a person other than **Provider**;
- (g) reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the **Product** is based, but only to the extent this restriction is permitted by law; and/or
- (h) train machine learning algorithms to reverse engineer or otherwise replicate the functionality, characteristics or output of the **Product** or reproduce the capability of generating

Product through any other algorithmic methods.

Article 3 Export Control

3.1 The **End User** will not make available, directly, indirectly, or retransfer the Product(s) to any person or entity that is (1) located in a country or region subject to embargo or similar restrictions under the U.S. Export Administration Regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), (2) listed on the U.S. Consolidated Screening List, (3) listed on the United Nations Security Council Consolidated List or (4) engaged in activities related to proliferation of nuclear, chemical or biological weapons or missiles. The **End User** certifies that it is not listed on the U.S. Consolidated Screening List, United Nations Security Council Consolidated List and is not owned 50 percent or more by one or more OFAC sanctioned parties. The **End User** will defend, indemnify, and hold harmless **SkyFi** and **Provider** from and against all fines, penalties, liabilities, damages, costs, and expenses incurred by **SkyFi** or **Provider** as a result of any violation of such laws and regulations by the **End User** or any of **End User's** employees, representatives, contractors or consultants.

3.2 The **End User** shall comply with all applicable international, national, state, regional, local laws and regulations in any of its dealings with respect to the **Products**, including, but not limited to any laws relating to the **End User's** purchase of and access to the **Products**.

Article 4 Intellectual Property Rights

4.1. The Earth observation imagery and data contained in the **Product** are the property of **Provider**, who retains all rights, title and interest in and to the **Products**, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to **End User** in this Agreement.

4.2. The **Product** is protected by the jurisdiction of the **Provider** and international copyright laws.

Article 5 Warranty Liability

5.1. THE **PRODUCTS** ARE COMPLEX AND ARE PROVIDED "AS IS"; **SKYFI** DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY WARRANTIES THAT THE **PRODUCTS** ARE FREE OF BUGS, ERRORS, DEFECTS OR OMISSIONS, OR THAT OPERATION OF THE **PRODUCTS** WILL BE ERROR FREE OR UNINTERRUPTED NOR THAT ALL NON-CONFORMITIES WILL OR CAN BE CORRECTED. **SKYFI** DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY WARRANTIES THAT THE **PRODUCTS** SHALL MEET THE **END USER'S** REQUIREMENTS OR EXPECTATIONS OR SHALL BE FIT FOR THE **END USER'S** INTENDED PURPOSES. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY GIVEN IN CONNECTION WITH THE SALE OR USE OF ANY **PRODUCTS**. **SKYFI** EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES NOT EXPRESSLY PROVIDED IN ARTICLE 5.1. IN THE EVENT THE MEDIUM ON WHICH THE **PRODUCTS** OR **SERVICES** ARE SUPPLIED TO THE **END USER** ARE DEFICIENT, AS DEMONSTRATED BY THE **END USER** AND

ACCEPTED BY **SKYFI** AND **PROVIDER**, **PROVIDER** SHALL REPLACE SAID MEDIUM. ANY SUCH CLAIM FOR REPLACEMENT SHALL BE SUBMITTED TO **SKYFI** WITHIN SEVEN (7) DAYS AFTER DELIVERY OF THE **PRODUCT** TO THE **END USER**.

5.2. **SKYFI** AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (THE “**SKYFI PARTIES**”) PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA OR GOODWILL, OR COST OF COVER, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF **SKYFI** PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL **SKYFI** PARTIES’ TOTAL LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS TOS OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES OR CONTENT EXCEED THE AMOUNT PAID BY END USER TO **SKYFI** FOR ACCESS TO THE SERVICES WITHIN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM(S) AROSE.

5.3. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article 6 Miscellaneous

6.1 This **EULA** shall continue for an unlimited term; provided however that **SkyFi** may, in addition to all other remedies to which it may be entitled under this **EULA** or at law, terminate this **EULA** immediately upon written notice to **End User** if the **End User** breaches any provision of this **EULA**. Such written notice shall be deemed valid when sent to the **End User**’s email address provided during the checkout process at the time the **End User** purchased the **Product(s)**. The **End User** shall have no claim to a refund of any kind in the event of **End User**’s breach of this **EULA**. Upon termination, the **End User** shall return to **SkyFi** the **Product(s)** and any and all **VAPs**.

6.2 The **End User** may not transfer this **EULA**, or any part or obligation included therein, without **SkyFi**’s prior written consent.

6.3 In the event that any provision of this **EULA** is declared invalid or unenforceable, the remaining provisions of this **EULA** shall be applicable.

6.4 This **EULA** shall be governed by the laws of the State of Texas without regard to conflict of laws provisions. ANY DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN HARRIS COUNTY, TEXAS, AND THE PARTIES HERETO IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS.

End User consents to the terms and conditions of this **EULA** by completing the purchase of the **Product(s)**.