

HYDROSAT
SATELLITE IMAGERY
LICENSE AGREEMENT

By submitting an Order Form that references this Satellite Imagery License Agreement (as may be amended, modified, supplemented and/or restated from time to time in accordance with its terms, this “Agreement”), or by accessing or using the API, you agree to all of the terms and conditions set forth in this Agreement. In consideration of the mutual promises contained below, the Parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Hydrosat Satellite Imagery License Definitions available at hydrosat.com and incorporated by reference hereto.
2. **Order Forms.** From time to time, Customer may execute and submit one or more Order Forms in the form provided by the Company to Customer. Each Order Form will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. An Order Form may be amended, modified, supplemented and/or restated only by written agreement of the Parties.

3. License Grant.

- 3.1. **Grant.** Subject to the terms and conditions of this Agreement, the Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, fee-bearing, limited license during the Term to use the Satellite Data solely for use consistent with the terms of this Agreement. The Company may in its sole discretion modify, enhance or update or otherwise change the API.
 - 3.1.1. **Post-Termination Data License.** Subject to (i) the Customer’s continued ongoing compliance with the terms and provisions of this Agreement that shall survive termination or expiration of the Agreement, and (ii) the applicable license terms and restrictions set forth herein, Customer may, upon expiration or termination of this Agreement, continue to use Satellite Data obtained during the Term. Customer shall not publish or resell Satellite Data.
 - 3.1.2. **Evaluation Use License.** From time to time, Company may make certain Satellite Data, products or new content, features, functions or components of the API available to Customer for internal, noncommercial, evaluation purposes only (collectively, “Evaluation Data”). If Company provides Customer with Evaluation Data, Company hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable license to use the Evaluation Data solely for Customer’s own internal testing and evaluation purposes. Evaluation Data may contain alpha, beta or early adopter products or features, is provided AS-IS, without warranty of any kind, and may contain bugs that may cause system or other failure and data loss.
 - 3.1.3. **Academic & Research License.** If indicated on a relevant Order Form that the Academic and Research License provisions are included in the Agreement, then, in addition to the rights granted to Customer herein, Company grants to Customer a

limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, license to use Satellite Data for research purposes subject to the license restrictions set forth herein, and Customer may not publish any Satellite Data or derivative work without Company's prior written consent.

3.2. **License Restrictions.** Customer shall not, and shall not permit any third party to:

- 3.2.1. use the Satellite Data except to the extent permitted in Section 3.1;
- 3.2.2. modify or create any derivative work of any part of the Satellite Data, except that Customer may create derivative works of Satellite Data, provided all such derivative works contain attribution to Company in the form of a copyright notice in the name of the Company conforming to and complying with the requirements of the applicable copyright laws of the United States;
- 3.2.3. allow a third party to use or access the API unless such third party is also an authorized End-User;
- 3.2.4. market, sublicense, publish (except with Company's prior written consent which it may grant or withhold in its sole discretion), distribute, reproduce, assign, transfer, rent, lease or loan the Satellite Data; in the event Company provides written consent for the publication of any specified Satellite Data, then Customer may publish such Satellite Data with proper attribution to Company which, in all instances of publication of Satellite Data, shall contain a copyright notice in the name of the Company conforming to and complying with the requirements of the applicable copyright laws of the United States;
- 3.2.5. make any Satellite Data or data obtained from the Satellite Data available under any open-source software, open database, open database licenses or other similar licenses, unless otherwise agreed by Company in advance and in writing;
- 3.2.6. decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas, processes or algorithms of Satellite Data, the API or any Company product, or any sample thereof;
- 3.2.7. knowingly or negligently use Satellite Data or any Company product for any improper or illegal purpose; or
- 3.2.8. attempt to perform any of the foregoing acts or assist or permit any person or entity to engage in any of the foregoing acts.

3.3. **Use of Satellite Data as Data Source for Customer Products.** Notwithstanding the limitations of the license set forth herein, if Customer is not a Government or Governmental Authority, Customer may, during the Term, incorporate Satellite Data it obtains from its authorized use of the API into other products or services it may offer to third parties ("Value-Add Products"), provided (i) all such use will at all times be in compliance with this Agreement, the Order Form and the Commercial Terms Addendum, (ii) Customer's access to the API will immediately cease upon termination of this Agreement or the corresponding Order Form, and (iii) Customer shall comply with any provisions set forth in each Order Form, the Commercial Terms Addendum or the

Agreement relating to the payment of separate or additional license fees, or other amounts payable to the Company, with respect to Value-Add Products. Each Customer that is a Government or Governmental Authority shall not incorporate Satellite Data or any other data it obtains from use of the API into Value-Add Products unless the applicable Order Form expressly authorizes such Customer to do so, in which case this Section 3.3 shall apply.

- 3.4. **Reservation of Rights.** The Company reserves all rights to the Satellite Data not otherwise expressly granted herein.