

ICEYE SOLUTIONS SERVICES TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) ARE APPLICABLE TO EACH CUSTOMER’S USE OF ICEYE “**SOLUTIONS**” SERVICES. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ORDERING AND/OR USING ANY ICEYE SOLUTIONS SERVICES.

Together (i) Terms and Conditions, (ii) related Order Confirmation, exhibits, schedules and attachments (as applicable) and (iii) the End User License Agreement set forth at ICEYE website address: http://legal.iceye.com/solutions_standard_eula (the “**EULA**”) represent the entire agreement (“**Agreement**”) between (1) **ICEYE Oy**, a corporation incorporated in Finland with its principal place of business at Maarintie 6, 02150 Espoo, Finland (“**ICEYE**”) and (2) Customer, for the use of the Services. The Agreement constitutes a legally binding contract between ICEYE and the Customer identified in the applicable Order.

Upon ICEYE’s acceptance of an Order evidenced by delivery of an Order Confirmation to Customer referencing these Terms and Conditions and/or EULA or by Customer downloading, accessing or using any ICEYE Service, Customer is accepting and agreeing to be bound by the Agreement. If you are entering into the Agreement on behalf of a company, government or any other type of legal entity, you represent that you have the authority to bind that entity to the terms and conditions of the Agreement. If you or a Customer do not agree to the terms and conditions of the Agreement, do not submit an Order for the download, access or use of the Services.

In consideration of the mutual obligations specified in the Agreement, and/or the any compensation paid to ICEYE for its Services, ICEYE and Customer agree as follows:

1. DEFINITIONS

1.1 Capitalized terms used in the Agreement are defined in Exhibit A to these Terms and Conditions.

2. ORDER PROCESSING

2.1 **Order Submission and Confirmation.** Customer may order Services by completing and submitting an Order via the ordering process designated by ICEYE from time to time. Following submission of an Order, ICEYE will review the request and if necessary, conduct an internal feasibility assessment relating to collection, development, scope requirements and other terms and conditions associated with the requested Services. ICEYE may consult Customer regarding any modifications to be made to the Customer’s submitted Order or Customer shall submit a new Order. ICEYE may accept the Order, or modified Order, by countersigning such Order or otherwise mutually agreeing in writing with Customer (each, an “**Order Confirmation**”) and sending the Order Confirmation to the Customer’s point of contact identified in the Order or Customer request. The Order Confirmation shall at a minimum describe the Services to be licensed or provided to Customer and the Fees payable to ICEYE for such Services. ICEYE shall not be obligated to license any Services to Customer until Customer receives a valid Order Confirmation. Each unaccepted Order shall automatically expire thirty (30) days following submission of the Order to ICEYE. Customer may submit one or more Orders from time to time for use of Services. ICEYE may accept or reject any Customer Order in its sole discretion.

2.2 **Cancellation.** Customer may cancel a submitted Order in writing (including by email): (a) any time prior to the Customer’s receipt of an Order Confirmation or (b) within twenty-four (24) hours after Customer’s receipt of an Order Confirmation for no

charge upon written notice to ICEYE. Customer shall pay ICEYE the full fees (100%) if Customer cancels any Order Confirmation which is not in accordance with Clauses 2.2 (a) or (b) above.

2.3 **Regulatory Approval.** Customer understands that each Order or Order Confirmation may be subject to regulatory review and approval by a government authority after ICEYE’s receipt of Customer’s Order and ICEYE reserves the right, in its sole discretion, without liability or penalty, to (a) modify any Order Confirmation as necessary to comply with any regulatory requirements or governmental authority’s instructions applicable to such Order Confirmation upon written notice to Customer or (b) terminate such Order Confirmation in accordance with Clause 12.3 of these Terms and Conditions.

3. SERVICES

3.1 Customer is responsible for determining which Services best meet its needs. ICEYE reserves the right to (a) develop, collect, process, produce and provide the Services to Customer using any combination of satellites, facilities, ground station and imagery processing infrastructure, hardware, software or delivery systems in ICEYE’s sole discretion and (b) discontinue developing, collecting, processing, producing, licensing or distributing any Service and to modify, replace or add to the Service at its discretion at any time.

4. DELIVERY

4.1 Any delivery date and/or suggested end collection date in respect of the Services set forth in an Order Confirmation or otherwise agreed between the Parties shall be an estimate only.

5. FEES; TAXES

5.1 **Fees.** Customer agrees to pay ICEYE the Fees for the Services set forth in the Order Confirmation. Unless otherwise provided in the Order Confirmation, the Fees and any reimbursable expenses will be (i) invoiced by ICEYE after the date of the Order Confirmation; and (ii) shall be due within thirty (30) days after the invoice date. Any payments not received by the due date shall be subject to a late interest charge of 1.0% per month from the due date until paid or the maximum rate permitted by applicable law, whichever is lower.

5.2 **Taxes.** The Fees quoted by ICEYE do not include any sales, use, value-added, foreign withholding or other taxes, duties, fees, excises or tariffs (collectively, “**Taxes**”). Customer is responsible for, and if applicable will pay ICEYE within thirty (30) days of request, all Taxes and any related penalties, except for taxes imposed on ICEYE’s net income. If Customer is required to withhold or deduct Taxes from payments, the amount due and payable to ICEYE must still equal the Fees that would otherwise be payable had the Taxes not been withheld or deducted, and Customer must provide ICEYE with a receipt or other acceptable documentation from the applicable taxing authority evidencing the payment of the Taxes.

6. CONFIDENTIALITY

6.1 **Confidentiality.** Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except to exercise its rights and perform its obligations under the Agreement herein, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the Parties shall use at least the same degree of care it uses to prevent the disclosure of its own confidential information of like importance, which care shall be no less than reasonable care, to prevent the disclosure of Confidential Information of the other Party. Notwithstanding the above, the receiving Party may disclose Confidential Information to its Representatives. The receiving Party shall be responsible for the breaches of confidentiality obligations by its Representatives. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other party’s Confidential Information.

6.2 **Exceptions.** Confidential Information excludes information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving Party; (ii) was known to the receiving Party, without restriction, at the time of disclosure, as demonstrated by documentation in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing Party; (iv) was independently developed by the receiving Party without any use of the Confidential Information of the disclosing Party; (v) becomes known to the receiving Party, without restriction, from a third party not bound by an obligation of confidentiality; or (vi) is disclosed generally to third parties by the disclosing Party without restrictions similar to those contained in the Agreement. The

receiving Party may disclose the other party’s Confidential Information to the extent such disclosure is required by Applicable Laws or requirement of a court, administrative agency, or other governmental body, but only if the receiving Party provides prompt notice thereof to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 **General.** Unless expressly stated otherwise, this Agreement does not transfer any interest in Intellectual Property Rights.

7.2 **Deliverables.** All Intellectual Property Rights subsisting in the Services and Deliverables are exclusively owned by ICEYE and protected by the applicable and international laws, treaties, and conventions now or hereafter in effect. Furthermore, Customer acknowledges that the data contained in the Deliverables is an original compilation of ICEYE, who has dedicated substantial resources to collect, manage, and compile such data.

7.3 **Notice of Infringement.** Customer shall immediately give written notice to ICEYE of any actual, threatened or suspected infringement of ICEYE’s Intellectual Property Rights of which it becomes aware.

7.4 **Materials Furnished by Customer.** Customer grants to ICEYE an irrevocable, sublicensable, transferable, non-exclusive, royalty-free, license to use, copy, modify, and make derivative works of the materials and data furnished by Customer to ICEYE under this Agreement.

7.5 **Customer Marks License.** Customer grants to ICEYE during the Term a revocable, non-transferable, nonexclusive, royalty-free, license to use the trademarks, service marks, design marks, and logos of Customer (collectively, “**Customer Marks**”) to the extent they are included in the Customer furnished materials for the purpose of providing the Services. ICEYE agrees that the Customer Marks and the goodwill associated therewith are and shall remain the sole property of Customer. ICEYE’s use of the Customer Marks shall inure solely to the benefit of Customer.

7.6 **Customer Feedback or Input.** ICEYE may utilize for any purpose all ideas, suggestions, improvements, or the like (“**Input**”) that Customer provides to ICEYE as regards the Services without any obligation to Customer. Any upgrades, updates, developments, modifications, changes, alterations, edits, conversions, improvements or the like made to the Services by ICEYE based on the Input provided by Customer, whether or not used by ICEYE, shall become the exclusive property of ICEYE.

8. AUDIT RIGHTS

8.1 ICEYE reserves the right to audit Customer's compliance with the Agreement no more than twice per calendar year at ICEYE's expense. If such audit reveals that Customer is not in compliance with the Agreement, (a) Customer shall promptly cease such unauthorized use or take such other action as is necessary to comply with the Agreement; (b) ICEYE may invoice Customer to pay the amounts necessary to rectify any underpayments, together with interest thereon; (c) ICEYE may recover the costs of the audit from Customer if the audit determines that Customer's underpayment equals or exceeds five (5) percent for any calendar quarter during the Term or that Customer breached a material obligation under the Agreement; and (d) terminate the Agreement or an Order Confirmation in accordance with Clause 12 of the Agreement. ICEYE may invoice Customer for payment of any amounts due under this Clause 8. Such auditing rights will extend throughout the Term of the Agreement and continue for a period of one (1) year after the expiration or termination of the Agreement.

9. COMPLIANCE

9.1 **Export Controls and Restrictions.** Neither Customer nor its group companies, or any Customer personnel, are listed on the EU Consolidated Sanctions List, UK Financial Sanctions (HMT) list or any of the lists in the U.S. Government's Consolidated Screening List. Customer shall not distribute the whole or part of the Deliverables to Customer personnel (a) identified on the EU Consolidated Sanctions List, UK Financial Sanctions (HMT) list or any of the lists in the U.S. Government's Consolidated Screening List or (b) any person, country, government or entity who or which under Applicable laws, regulations or orders is otherwise prohibited from receiving the Services or Deliverables.

9.2 **Foreign Corrupt Practices Act; Anti-Bribery Provisions.** Customer and its personnel shall at all times conduct all of their activities in compliance with the U.S. Foreign Corrupt Practices Act ("FCPA"), UK Bribery Act and the substantive provisions of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions dated 21 November 1997 (the "OECD Convention") as well as any amendments thereto. In connection with any activities contemplated by the Agreement, Customer and its personnel have not and will not make or provide any payments or gifts or any offers or promises of any kind, directly or indirectly, to any official of any government or to any official of any agency or instrumentality of any government, or to any political party or to any candidate for political office (the foregoing individually and collectively referred to as "Government Official") that are prohibited by the FCPA, UK Bribery Act or the OECD. Customer warrants that it has not, and its personnel have not, and will not pay or offer, directly or indirectly, any commission or finders or referral fee to any person or entity in connection with its activities relating to Customer, unless it has obtained prior written agreement thereto from ICEYE.

9.3 **Government Imposed Requirements.** The Parties' rights and obligations created hereunder are expressly made

subject to compliance with any rights, obligations, limitations and restrictions imposed at any time on ICEYE or its group companies by any governmental authority having jurisdiction over the Services.

10. WARRANTIES

10.1 **Authority; No Conflict; Compliance with Laws.** Each Party represents and warrants that (a) it has the authority to enter into this Agreement; and (b) it shall perform its obligations under the Agreement in compliance with all Applicable Laws.

10.2 **Performance.** ICEYE warrants the Services shall be performed by ICEYE personnel possessing the relevant qualifications, skills and expertise in a professional and workmanlike manner.

10.3 **DISCLAIMER OF WARRANTIES. EXCEPT AS PROVIDED IN 10.1 AND 10.2 ABOVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ICEYE HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF PERFORMANCE, CUSTOM OR USAGE IN THE TRADE OR OTHERWISE, WITH RESPECT TO ANY SERVICES AND RELATED DELIVERABLES TO BE SUPPLIED TO CUSTOMER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, DESIGN, FITNESS FOR A PARTICULAR PURPOSE, OR ANY RELATED DELIVERABLES WILL BE ERROR FREE OR NON-DEFECTIVE, EVEN IF ICEYE HAS BEEN INFORMED OF SUCH PURPOSES.**

11. INDEMNIFICATION

11.1 **Indemnity by ICEYE.** ICEYE shall indemnify Customer against any liability, damage, loss, claim (including, but not limited to, reasonable attorneys' fees and expenses), arising out of any third party claim brought against Customer alleging that the Services, as supplied by ICEYE and used in accordance with the Agreement, infringes the Intellectual Property Right of any third party after the relevant Order Confirmation Date. ICEYE shall have no liability to the extent the alleged infringement arises from (a) alterations, changes or enhancements to the Services or Deliverables made by Customer or any third party, (b) Customer use of the Services or Deliverables supplied by ICEYE, (c) Customer's use of the Services or Deliverables in combination with Customer proprietary materials, products or services not supplied by ICEYE provided that the claim would not have arisen in the absence of such or (d) use of the Services or Deliverables by Customer in a manner for which the Services or Deliverables was neither designed nor agreed between the Parties.

11.2 **Infringement Actions.** In the event of an infringement action against Customer with respect to the Services or Deliverables, or in the event ICEYE believes such a claim is likely, ICEYE may, at its option (i) appropriately modify the Services, or substitute other non-infringing Services so long as such

modification or substitution does not materially alter the functionality of the Services; or (ii) obtain a license with respect to the applicable third party Intellectual Property Rights. In the event neither of the foregoing alternatives is commercially practicable, ICEYE shall have the right to terminate the Agreement, Order Confirmation and EULAs and Customer's licenses under the Agreement.

11.3 Indemnification by Customer - Third Party Claims. Customer shall indemnify ICEYE from and against any third-party claim, damage, liability, or expense (including but not limited to reasonable attorneys' fees and expenses) to the extent that such claim arises out of Customer's (a) access, use and support, if applicable, of the Services or Deliverables; (b) breach of the Agreement; (c) violation of Applicable Laws.

11.4 Indemnification Procedures. If any Party entitled to indemnification under this Clause (an "**Indemnified Party**") makes an indemnification request to the other, the Indemnified Party shall permit the other Party (the "**Indemnifying Party**") to control the defense or settlement of the matter; provided that the Indemnifying Party shall be entitled to reach a financial settlement in respect of the third party claim in its own discretion. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which the Indemnifying Party is responsible hereunder and shall reasonably cooperate with the Indemnifying Party (at the Indemnifying Party's expense) to facilitate defense of any such claim.

12. TERM; TERMINATION; REMEDIES

12.1 Term. The term of the Agreement shall commence on the Order Confirmation Date and shall continue until an Order Confirmation expires or is terminated in accordance with the Order Confirmation and/or this Clause 12 ("**Term**").

12.2 Termination for Cause. If either Party materially breaches a Party's obligation under the Agreement and, if the breach is curable, fails to cure such breach within thirty (30) days after receiving notice of such breach from the other Party or such other time period as agreed by the Parties in writing, the non-breaching Party may, in its sole discretion, suspend performance under or terminate the applicable Order Confirmation and/or the Agreement immediately by providing written notice.

12.3 Termination/Suspension Due to Government or Regulatory Reasons. ICEYE shall have the right to suspend or terminate this Agreement or an individual Order Confirmation without liability and with immediate effect, upon written notice in the event an applicable government authority: (a) terminates or suspends ICEYE's license or authorization to operate a SAR satellite, ground station and processing system; or (b) otherwise limits or restricts ICEYE from collecting, downlinking data and/or providing Services under the Agreement. ICEYE will, where possible, provide reasonable notice of such termination or suspension to Customer and the Parties will consult with each other in an attempt to find an alternative solution, if any, that

would allow the continuation of the relevant Services to Customer.

12.4 Effects of Termination. If Agreement (in whole or party) expires or terminates, Customer's right to use the Services in respect of the terminated part of the Agreement shall cease. Upon request of a Party ("**Disclosing Party**"), the other Party ("**Receiving Party**") cease use of, return or destroy (as reasonably directed by the Disclosing Party) any and all Confidential Information, or other proprietary materials furnished by the Disclosing Party pursuant to the Agreement, except where the Services include data analysis, in which case ICEYE shall have the right to retain a copy of the analysis, and the underlying data.

12.5 Survival. The following Clauses shall survive the expiration or termination of the Agreement: 6 (Confidentiality), 7 (Intellectual Property Rights), 8 (Audit Rights), 9 (Compliance), 11 (Indemnification), 12 (Term and Termination; Remedies), 15 (Exclusions and Limitation of Liability), 16 (General) and 17 (Order of Precedence).

13. NOTICES

All notices between the Parties will be in writing to the address and contact person specified in the Order and will be sent by registered mail or postage prepaid (notices being deemed to have been given three (3) days after the date of mailing) or by confirmed facsimile.

14. INDEPENDENT CONTRACTORS

The Parties to this Agreement are independent contractors and nothing in this Agreement is intended to, or shall be deemed to, create any agency, partnership, or joint venture between the Parties. Neither Party shall be entitled to make or enter into any commitments for or on behalf of any other Party.

15. EXCLUSIONS AND LIMITATIONS OF LIABILITY

15.1 Nothing in this Agreement will exclude or restrict any Party's liability for death or personal injury caused by negligence, for fraud or deceit.

15.2 Neither Party will be liable (whether in contract, tort (including negligence) or otherwise) in respect of any claims for any of the following losses (irrespective of whether such losses are direct, indirect, or consequential): (a) loss of business, revenue, profits, anticipated savings, business opportunity; (b) losses resulting from loss of data, or corruption of data up to the time on which the Customer's last back-up was or ought to have been scheduled; (c) loss of goodwill or reputation; or (d) indirect, consequential, or special loss.

15.3 Subject to the foregoing each Party's total aggregate liability (whether in contract, tort (including negligence) or otherwise), in any 12 months, under or in connection with the Agreement will be limited to the Charges incurred in the 12 months immediately preceding the cause of action under the Order Confirmation to which the claim relates (or, where less than 12 months' Charges have been incurred, an amount equal to the

average monthly Charges incurred from the Effective Date until the date on which such cause of action arose multiplied by twelve).

15.4 **Exceptions.** The exclusions and limitations on liability in Clauses 15.2 and 15.3 above do not apply to (a) breaches of the EULA; (b) breach of Clause 6 (Confidential Information); and (c) any indemnity payable pursuant Clause 11.

16. GENERAL

16.1 **Entire Agreement.** The Agreement (as defined above) constitute the entire legally binding agreement between the Parties and supersedes all prior agreements and understandings between the Parties, written or oral, relating to the Services.

16.2 Governing Law and Arbitration

16.2.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the governing laws prescribed in the Governing Law and Arbitration Table in Clause 16.2.3.

16.2.2 **Arbitration.** All disputes arising in connection with the Agreement will be settled by arbitration before a single arbitrator in the in accordance with the “Dispute Resolution Location and Forum Administering the Arbitration” prescribed in the Governing Law and Arbitration Table in Clause 16.2.3. The arbitrator’s award will be final and binding on the Parties.

16.2.3 Governing Law and Arbitration Table:

Domicile of Customer	Governing Law	Dispute Resolution Location and Forum Administering the Arbitration
Finland, any country in the Europe, Middle East or Africa regions	Finland	Location: Helsinki, Finland. Arbitration Rules: Finland Chamber of Commerce; and one arbitrator.
Any country in North America, Central America or South America regions	New York	Location: New York. Arbitration Rules: American Arbitration Association International Arbitration Rules; and one arbitrator.
Any country in the Asia Pacific and Oceania regions	Singapore	Location: Singapore. Arbitration Rules: Singapore International Arbitration Centre (“SIAC”); and one arbitrator.

16.3 **Assignment.** Neither Party may assign the Agreement or any part thereof without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

16.4 **Force Majeure.** Except for completing any payment obligations, neither Party will be liable for any delay or failure or for the consequences of any delay or failure in fulfilling any of its obligations under the Agreement if such delay or failure is due to a Force Majeure Event.

16.5 **Publicity.** Customer authorizes ICEYE to (a) list Customer’s name and logo and a high-level description of the Services in ICEYE’s published client list (including on ICEYE’s website), (b) issue a press release upon execution of an applicable Order Confirmation announcing the supply of Services to Customer after review and approval by Customer, such approval not to be unreasonably withheld and (c) reference in sales presentations, speeches, marketing materials, press conferences, interviews, industry and academic publications, and other public media Customer’s name and the results of ICEYE’s Services.

17. ORDER OF PRECEDENCE

17.1 In the event of a conflict between the Terms and Conditions, related Order Confirmation, appendices, exhibits, schedules and attachments (as applicable) and the EULA, the order of precedence will be as follows: (a) Order Confirmation; (b) EULA; (c) these Terms and Conditions; and (d) and appendices, exhibits, schedules and/or other attachments (in numerical order) to the Agreement.

-- END OF SOLUTIONS SERVICE TERMS AND CONDITIONS --

EXHIBIT A - Definitions

Unless otherwise defined elsewhere in the Agreement or the EULA, the following capitalized terms shall have the meanings provided below:

“Applicable Laws” means anti-bribery legislation enacted in 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 applicable to Customer’s and ICEYE’s conduct of their businesses. It also includes laws, regulations, rules, orders and decrees related to permits, licenses, and other authorizations the Customer or ICEYE must obtain in order to exercise its rights and perform its obligations under the Agreement. Applicable Laws includes any amendments or modifications to such laws, regulations, rules, orders and decrees or permits, licenses or other authorizations enacted or issued from time to time after the relevant Order Confirmation Date.

“Confidential Information” means any material or information disclosed by either Party to the other Party either directly or indirectly, in writing, orally or by inspection of tangible objects including, without limitation, Deliverables, material or information relating to such Party’s research, development, know-how, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information or trade secrets, together with all information derived from the above, whether or not such information is designated as “Confidential”, “Proprietary” or some similar designation, and including such information which ought reasonably ought reasonably to be considered confidential having regard to its nature and the circumstances in which it was disclosed.

“Customer” means that individual, legal entity or government agency identified as “Customer” on the applicable Order Confirmation.

“Deliverables” means, without limitation, any products, documentation, data, derivative or other deliverables provided by ICEYE to Customer in performance of the Services. The use of each Deliverables shall be governed by the EULA and licensed to Customer in connection with ICEYE’s provision of Services to a Customer.

“End User License Agreement” or “EULA” means the end user license terms and conditions applicable to Customer and those of its personnel who are authorized to access and use of the Services; available at http://legal.iceye.com/solutions_standard_eula.

“Fees” means the charges and fees payable by the Customer to ICEYE for the Services as set forth in an Order Confirmation, exclusive of any Taxes.

“Force Majeure Event” means an event beyond the reasonable control of the Party charged with a default, delay or failure to perform, including, without limitation, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, medical crisis or epidemics, war, military action, acts of terrorism, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, acts or omissions of governmental authorities, government imposed restrictions or limitations on collection, processing and/or distribution of SAR satellite imagery and data, any failure or delay caused by any national telecommunications network or Internet hardware or software infrastructure, systems or components thereof, any failure, delay or default by (a) an ICEYE contractor, including, without limitation, ground station and infrastructure service providers, in connection with performance of services for ICEYE or (b) a public carrier, if ICEYE’s delivery of Services to Customer is dependent on the performance of such common carrier, and partial or total loss, failure, malfunction, anomaly or delay of an (i) ICEYE satellite (ii) other data suppliers’ satellite (iii) imagery processing system or other data gathering systems.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright, trademarks and service marks, business names and domain names, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

“Order” means Customer’s written order for Services submitted to ICEYE for approval using ICEYE’s standard order form and process, as such form and process may be modified by ICEYE from time to time.

“Order Confirmation” means ICEYE’s written acceptance of a Customer’s Order for Services as described in Clause 2.1 of the Agreement.

“Order Confirmation Date” means the ICEYE Order Confirmation Date expressly set forth in an Order Confirmation delivered to Customer or as otherwise mutually agreed in writing by the Parties.

“Representatives” means, in respect of each Party, its employees, officers, directors, consultants, agents, independent contractors and professional advisors who have a well-established need to know the Confidential Information and have agreed to be bound by the confidentiality obligations contained in the Agreement.

“Services” means the services offered, including the provision of the Deliverables, by ICEYE to Customer for the Fees as described in an individual Order Confirmation.