

ICEYE SOLUTIONS 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 Derivative you licensed either from ICEYE Oy, with its principal place of business at Maarintie 6, 02150 Espoo, Finland ("**ICEYE**"), directly or from an Authorized Reseller of ICEYE. 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, Documentation and any Derivatives created by an Authorized Reseller or End User. The applicable Customer Agreement sets forth the terms and conditions pursuant to which End User acquired the Product governed by this EULA.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product, Derivatives 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. Capitalized terms used in this EULA are defined in Clause 11.

1. TERM. The term of this EULA for use of each Product, Derivative and associated Documentation will begin upon delivery of the Product, Derivative and any associated Documentation to End User under a Customer Agreement and will continue 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 Clause 8 of this EULA. After expiration of the applicable subscription term or upon termination or expiration of the Customer Agreement, this EULA shall automatically terminate.

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 License to Direct End Customers. In addition to the license granted in 2.1 above, ICEYE grants to Direct End Customer a non-exclusive, non-transferable, non-sublicensable, limited and terminable license to use the Products for the Permitted Use Cases as set out in the Order Confirmation.

2.3 Use Restrictions. Except as expressly authorized in Clauses 2.1 or 2.2 of this EULA, or mandatory Applicable Law, 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, Derivatives or Documentation or any ICEYE's Intellectual Property Rights embodied, incorporated or embedded in or as part of the Derivatives.

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

2.5 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.

2.6 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 (excluding End User Proprietary Materials and Data Derivatives). 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. 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, Documentation or Derivative 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 Agreement.

3.4 Infringement of Intellectual Property Rights. Any infringement or misappropriation of ICEYE's intellectual property and/or proprietary rights in and to the Products, Documentation or Derivatives licensed under this EULA /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, Documentation and Derivatives licensed hereunder.

3.5 U.S. Government Rights. The Products provided under this EULA are "commercial items" as that term is defined at FAR 2.101. If End User is the U.S. Federal Government (Government) Executive Agency (as defined in FAR 2.101), ICEYE provides the Products in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense ("DoD"), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this EULA. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this EULA. In addition, if DFARS Subpart 227.72 is applicable, DFARS 252.227-7015 (Technical Data - Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this EULA. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this

Clause, it must negotiate with ICEYE to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this EULA fails to meet the Government's needs or is inconsistent in any way with Federal law, and the Parties cannot reach a mutual agreement on terms for this EULA, the Government agrees to terminate its use of the Products and return the Products and any other software or technical data delivered as part of the Products, unused, to ICEYE. This U.S. Government Rights clause in this Clause 3.5 is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this EULA.

4. CONFIDENTIALITY. End User acknowledges that the ICEYE Pre-Existing IP embodied in the Products Derivatives or Documentation is ICEYE confidential information. End User shall, and shall ensure that End User Personnel, protect such ICEYE Pre-Existing IP as the confidential information of ICEYE in perpetuity, unless otherwise agreed in writing with ICEYE. Any breach of this Clause 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 ALL WARRANTIES. 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, DERIVATIVES 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, DERIVATIVES OR DOCUMENTATION WILL BE ERROR FREE OR NON-DEFECTIVE, EVEN IF ICEYE OR AN AUTHORIZED RESELLER HAS BEEN INFORMED OF SUCH PURPOSE. ANY AND ALL PRODUCTS, DERIVATIVES 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, DERIVATIVES OR DOCUMENTATION OR FOR DELAYS OR INTERRUPTIONS IN SUPPLYING OR DELIVERING SUCH PRODUCTS, DERIVATIVES OR DOCUMENTATION.

6. LIMITATION OF LIABILITY. 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.

7. 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; or (d) violation of Applicable Laws.

8. TERMINATION.

8.1 By ICEYE. ICEYE may immediately suspend or 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.

8.2 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 in full.

8.3 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, End User shall certify to ICEYE in writing that all copies of the Products, Documentation and Derivatives licensed under 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.

8.4 **Survival.** The duties and obligations of the parties under Clauses 2.3 (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 and that ICEYE is a beneficiary to this EULA. 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, Documentation and/or Derivatives End User consents to any such action.

9. COMPLIANCE.

9.1 **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 Clause 8 of this EULA.

9.2 **Audit.** 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. End User will grant ICEYE's authorized representatives access to the business location(s), systems, books and records, employees and/or contractors pertaining to End User's use of the Products, Documentation and any Derivatives. The audit will: (a) require a minimum of thirty (30) days prior written notice; (b) be conducted no more than once per calendar year; (c) be limited to a three (3) year audit period unless non-compliance findings are noted, in which case the audit period can be expanded; (d) be conducted during reasonable business hours; and (e) be subject to reasonable confidentiality requirements.

9.3 **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.

10. GENERAL TERMS.

10.1 **Entire Agreement.** The terms, conditions and restrictions of this EULA together with the Customer Agreement, constitute the entire agreement between the parties with respect to use of the Product, Documentation and any Derivatives and supersede all previous and contemporaneous agreements, understandings and arrangements, whether oral or written.

10.2 **End User Assignment.** End User shall not assign the EULA, or assign, subcontract or delegate any of its rights or obligations pursuant to the EULA without the prior written consent of ICEYE.

10.3 **Amendment.** This EULA may be amended or supplemented only by a writing that refers to this EULA and that is signed by ICEYE and End User.

10.4 **Waiver.** The failure or delay by a party to require performance of any provision of this EULA does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.

10.5 **Severability.** If any provision of this EULA is determined by an authority of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.

10.6 **International Trade Compliance.** The Products, Documentation and any Derivatives may be subject to the customs and export control laws and regulations of the European Union, Finland, the United States, and any country in which the Products, Documentation and any Derivatives are manufactured, processed, collected, received or used, including, without limitation, the United States Export Administration Regulations, the International Traffic in Arms Regulations, Office of Foreign Assets Control, National Oceanic and Atmospheric Administration, etc. End User represents and warrants that neither it nor any of its End User Personnel or Affiliates are listed on the EU Consolidated Sanctions List, UK Financial Sanctions (HMT) list or the U.S.

Government's Consolidated Screening List. Further, End User shall not provide the Products, Documentation or any Derivatives to blocked, prohibited or restricted individuals and entities listed on the EU Consolidated Sanctions List, UK Financial Sanctions (HMT) list or U.S. Government's Consolidated Screening List. More information about the aforementioned lists can be found at:

1. <http://data.europa.eu/euodp/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>
2. <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets>
3. <https://www.export.gov/article?id=Consolidated-Screening-List>

End User shall not knowingly do business with criminal organizations, terrorist organizations or other people or groups, either directly or indirectly, that are likely to use the Products, Documentation and any Derivatives for purposes that are illegal or adverse to the interests of the European Union, Finland, the United States or ICEYE generally. Notwithstanding anything in Clause 9 or elsewhere in this EULA, End User shall promptly provide ICEYE with the assurances and official documents that ICEYE may request periodically to verify End User's compliance with this Clause 10.6.

10.7 Governing Law and Dispute Resolution.

10.7.1 **Governing Law.** This EULA shall be governed by and construed in accordance with the governing laws prescribed in the Governing Law and Arbitration Table in Clause 10.7.3.

10.7.2 **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 10.7.3. The arbitrator's award will be final and binding on the Parties.

10.7.3 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.

10.8 **Force Majeure.** Except for the obligation to pay money, neither Party's shall be in breach of its respective obligations to perform under this EULA as a result of a force majeure event, i.e. an event beyond the reasonable control of such Party

10.9 **Notices.** All notices under this EULA must be in writing in English and addressed to the other party's legal department. The email address for notices sent to ICEYE is legal@iceye.fi. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.

11. DEFINITIONS. As used in this EULA, the following capitalized terms shall have the following meanings:

“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.

“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.

“Authorized Reseller” means a reseller authorized by ICEYE to distribute and resell licenses to use the Products, Derivatives and Documentation to End Users.

“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.

“Customer Agreement” means that agreement between ICEYE or an Authorized Reseller and End User pursuant to which the End User obtains a license to use the Products, Derivatives and Documentation.

“Data Derivative” means a Derivative of the Product created by End User that (a) cannot be identified as originating or deriving from the Product and is technically irreversible and unable to be reverse-engineered such that it can be so identified; and (b) is not capable of use substantially as a substitute for the Products.

“Derivatives” means (a) any goods or products in tangible, digital, electronic or other form that are created or developed from Products; 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 medial 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.

“Direct End Customer” means an End User that has entered into an Order Confirmation directly with ICEYE.

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

“End User” means a customer properly authorized by ICEYE or an Authorized Reseller pursuant to a Customer Agreement to access and use the Products, Derivatives and Documentation for End User Permitted Use.

“End User Internal Use” means End User’s internal business purposes, subject to the terms, conditions and restrictions of the EULA

“Permitted Use Cases” means use of the Product, Documents and any Derivatives solely for the permitted use cases set forth in the Order in accordance with this EULA.

“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 subclauses (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 and End User Permitted Use.

“End User Proprietary Materials” means End User proprietary materials contributed to a Product, Derivative 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.

“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.

“Order Confirmation” shall mean the order confirmation executed between ICEYE and the Direct End Customer.

“Permitted Use Case” shall mean the use cases expressly permitted in the relevant Order Confirmation.

“Pre-Existing IP” means (a) all Intellectual Property Rights, and (b) 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 above), in each of cases (a) and (b), owned by ICEYE prior to the license of Products or Documentation under this EULA.

“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 or an Authorized Reseller pursuant to a Customer Agreement.

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

“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 --