

ICEYE END USER EVALUATION LICENSE AGREEMENT

The terms, conditions and restrictions of ICEYE's Evaluation 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 for evaluation purposes, with its principal place of business at Maarintie 6, 02150 Espoo, Finland ("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 or Documentation and any Derivatives created by End User.

By 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 and will continue perpetually 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, 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 evaluation purposes only; and/or
- (b) process, modify, enhance, adapt and create Derivatives of the Products solely for End User's internal evaluation purposes only.

2.2 Use Restrictions. Except as expressly authorized in Section 2.1 of this EULA, End Users 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;
- (g) Use the Product or Derivatives to improve the accuracy of any other satellite imagery via algorithmic processing or any other method; and/or
- (h) 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 Attribution. All Products and 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.

2.4 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 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 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.

4.1 Confidentiality. End User shall treat as confidential all Confidential Information of ICEYE, shall not use such Confidential Information except to exercise its rights and perform its obligations under the EULA herein, and shall not disclose such Confidential Information to any Third Party. Without limiting the foregoing, End User 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 ICEYE. Notwithstanding the above, the End User may disclose Confidential Information to its employees, officers, directors, consultants, agents, independent contractors and professional advisors (collectively, "Representatives") who have a well established need to know the Confidential Information and have agreed to be bound by the confidentiality obligations contained in this EULA. End User shall be responsible for the breaches of confidentiality obligations by its

4.2 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 End User; (ii) was known to End User, 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 ICEYE; (iv) was independently developed by End User without any use of the Confidential Information of ICEYE; (v) becomes known to End User, without restriction, from a Third Party not bound by an obligation of confidentiality; or (vi) is disclosed generally to third parties by ICEYE without restrictions similar to those contained in this EULA. End User may disclose ICEYE'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 End User provides prompt notice thereof to ICEYE to enable ICEYE to seek a protective order or otherwise prevent or restrict such disclosure.

4.3 Upon termination or expiration of this EULA, End User agrees to cease use of, to immediately return the original version of, and to delete or destroy all copies of (and upon request from ICEYE, provide a written certification to ICEYE of such deletion or destruction) all Confidential Information and other proprietary materials and information.

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 THIS EULA. 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 PROVIDED UNDER THIS EULA, 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 THIS EULA, 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; and/or (c) violation of Applicable Laws.

8. Termination.

8.1 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 breach any of End User's obligations under this EULA, 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.

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 for the Products and Documentation 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 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.

8.4 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.

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 Section 8 of this EULA.

9.2 Audit. During the Term of this EULA, ICEYE or its authorized representative will have the right to perform an audit to determine End User's compliance with this EULA. End User will grant ICEYE auditors access to the business location(s), books and records, employees and/or contractors pertaining to End User's use of the Product and Documentation. 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 Export Controls and Restrictions. End User shall comply, and will assist ICEYE in complying, with all Applicable Laws restricting the export and re-export of Products, Derivatives and/or Documentation. End User shall provide to ICEYE any information, documentation, certification, contractual arrangements or other assistance necessary to obtain and maintain any required export licenses, approvals or exemptions from governmental entities. Neither End

ICEYE Evaluation EULA Version 1.2 (August 2019)

User nor its Affiliates, or any End User 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. End User shall not distribute Products, Derivatives or Documentation to End User 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 Data, Products, Services or Deliverables.

10. General Terms.

10.1 Entire Agreement. This EULA's constitute the entire agreement between the Parties with respect to the use of Products and supersede any and all prior agreements and understandings between the Parties, written or oral, not incorporated herein with respect to the subject matter of the Agreement. From time to time, ICEYE may change or modify the EULA, provided, however, that the EULA in effect with respect to an individual Product may not be changed after the delivery of the Product unless mutually agreed in writing signed by authorized representatives of both Parties.

10.2 Severability. In the event any provision of this EULA is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this EULA.

10.3 Governing Law. All claims, controversies or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to or in connection with this EULA shall be governed by, and enforced in accordance with, the laws of Finland. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

10.4 Dispute Resolution. Except for any disputes, claims or controversies for which a Party may seek equitable relief with any court of competent jurisdiction in accordance with Section 10.6 hereof, all disputes, claims or controversies between the Parties arising out of, relating to or in connection with this EULA shall be resolved exclusively by binding arbitration in accordance with the Arbitration Rules of the Finnish Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The arbitration shall be conducted in English before a single arbitrator. Each Party shall bear its own expense of arbitration, unless otherwise determined by the arbitrator. The Parties irrevocably submits to the exclusive jurisdiction of the applicable arbitral forum.

10.5 Assignment. End User may not transfer or assign any of its rights or delegate any of its obligations under this EULA, in whole or in part and including any transfers by operation of law, without the prior written consent of ICEYE. Any attempted assignment or transfer in violation of this Section will be null and void. This EULA will be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.

10.6 Specific Performance; Injunctive Relief. Each Party recognizes that the other Party would suffer irreparable harm if such Party breached its obligations under this EULA and that monetary damages might not be adequate to compensate the other Party for any breach hereof. Notwithstanding the arbitration of disputes pursuant to Section 10.4, in the event of a breach or attempted breach of any of the provisions herein, the non-breaching Party, in addition to its other remedies, shall be entitled to specific performance and/or injunctive relief from any court of competent jurisdiction in order to enforce performance or prevent any violation of the provisions of the EULA.

10.7 Waiver. Waiver by any Party of strict performance of any provision of the EULA must be in writing and signed by the Party adversely affected thereby. Such waiver shall not be a waiver, or prejudice the Party's right to require strict performance, of the same provision in the future, or of any other provision.

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

11.1 "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)

ICEYE Evaluation EULA Version 1.2 (August 2019)

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.

11.2 "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.

11.3 “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.

11.4 “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.

11.5 “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.

11.6 Documentation” means the user manuals and similar materials licensed to End User by ICEYE pursuant to this EULA.

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

11.8 “End User Personnel” includes an End User’s employees and contractors who are part of the End User’s workforce, provided the personnel described have obligations of confidentiality to the End User, and a need to access and/or use the Products, Documentation and any Derivatives solely for the End User’s internal use for evaluation purposes.

11.9 “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.

11.10 “Party or Parties” means ICEYE and/or End User, as applicable.

11.11 “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 this EULA.

11.12 “SAR” means synthetic aperture radar.

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

11.14 “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.

