



END USER LICENSE AGREEMENT

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2. **Term.** The term of this EULA commences on the date End User may access the Product and continues indefinitely thereafter, subject to Capella’s right to terminate this EULA earlier under Section 8 of this EULA.

3. **License.**

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6. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CAPELLA, ITS DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AFFILIATES NOR ITS LICENSORS SHALL BE LIABLE TO END USER FOR ANY LOSSES, DAMAGES, COSTS OF PROCUREMENT FOR SUBSTITUTE PRODUCTS; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS OR OTHER BUSINESS COMMITMENTS; LOST GOODWILL; OR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO END USER’S OR AUTHORIZED USERS, OR ANY OTHER PERSON’S ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS OR FOR CORRUPTION OF DATA IN THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **Indemnification.** End User shall indemnify, defend and hold harmless Capella from and against all losses, damages, claims, expenses, or attorney’s fees sustained by or asserted against Capella, its directors, officers, employees and/or stockholders by a third party arising from, relating to or in connection with (a) End User’s breach of any provision of this EULA; (b) End User or Authorized User use of the Product; (c) End User’s development or use of Value Added Products, including, without limitation, for claims of infringement, misappropriation or violation of the Intellectual Property Rights of a third party.
8. **Termination.** Capella may terminate this EULA immediately upon written notice to End User of the breach of any provision of this EULA by End User or an Authorized User. Capella may also immediately suspend or terminate this EULA and associated license rights with respect to individual or all Products upon written notice to End User if a government authority limits or restricts Capella from collecting and/or distributing such Data and/or Products. Upon termination of this EULA, all rights granted to End User under this EULA shall immediately terminate and End User shall delete or destroy all Products licensed under this EULA.
9. **Specific Performance; Injunctive Relief.** End User acknowledges that a remedy at law for any breach or attempted breach of this EULA will be inadequate. End User agrees that Capella shall be entitled to seek specific performance and injunctive and other equitable relief in case of any such breach or attempted breach from any court of competent jurisdiction and End User further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.
10. **Compliance with Law.**

You shall, and you shall direct Authorized Users to, comply with all applicable laws and regulations with respect to the Products and your use, and an Authorized User’s use, thereof, including all applicable domestic and international export laws, copyright laws, privacy laws, intellectual property laws, and regulations, including, without limitation, the U.S. Department of Commerce, U.S. Department of Defense, U.S. Department of State and U.S. Office of Foreign Assets Control (OFAC) regulations.
11. **Governing Law and Dispute Resolution.** This EULA shall be governed by and construed in accordance with the laws of the State of California, USA, without reference to the choice of law principles thereof and excluding the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 9, any and all disputes, controversies or claims arising out of or relating to the EULA shall be determined by binding arbitration pursuant to the Commercial Arbitration Rules of the AAA. The location of any and all arbitration proceedings shall be San Francisco, California, USA.



12. **Miscellaneous.** This EULA is the final integration of the agreement between the parties with respect to End User’s license and use of the Products and the matters covered by it and supersedes any prior or contemporaneous understandings or agreements, whether oral or written. This EULA is binding on the parties and their successors, assigns, and legal representatives. This EULA may not be modified, amended or supplemented except by written instrument signed by Capella and End User. 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. If any provision or portion of a provision of this EULA is declared void and/or unenforceable, such provision or portion shall be deemed severed from this EULA, which shall otherwise remain in full force and effect. English is the controlling language of this EULA for all purposes, and all versions of this EULA in any other language are for accommodation only and will not be binding on the parties. 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 emailed to Capella is legal@capellaspace.com.

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EXHIBIT TO EULA

“Applicable Laws” means anti-bribery legislation enacted in the United States, including the Foreign Corrupt Practices 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 User” 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, and (c) Third Parties End User is permitted to transfer or distribute the Products and Documentation to in accordance with this EULA’s terms and conditions.

“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.

“End User” means a customer properly authorized by Capella to access and use the Products and Documentation for End User’s Internal Use. Examples of End Users include any one (1) of the following:

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- one civilian national agency/ministry below the cabinet level;
- one office or department of a branch of a national military,
- one office or department of a national defense agency, national intelligence agency, or unified command;
- one federated state or provincial agency/ministry, county, or local government;
- one nongovernmental organization or nonprofit organization within a single country;
- one educational organization within a country;
- one office or department within an international organization, institution, or agency, including the United Nations or European Union;
- any one entity or equivalent to any of the entities listed above; or
- any entity as mutually agreed with Capella.

“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.



“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, algorithms, methodologies or techniques relating to the Data or Products, documentation, reports, materials, technology and other embodiments of Intellectual Property Rights, in each of cases (a) and (b), owned by Capella prior to the license of Products under this EULA.

“Products” means Capella’s product offerings, including, without limitation, Data, created by applying formatting or processing techniques to the Data or using the Data or Capella’s products to create other product offerings, licensed to End User by Capella.

“SAR” means synthetic aperture radar.

“Term” means that period that Customer is entitled to use the Products as set forth in Section 1 of this EULA.

-- END OF END USER INTERNAL USE LICENSE --