

## CAPELLA SPACE EVALUATION AGREEMENT

IN CONSIDERATION OF YOUR ACCEPTANCE OF THE EVALUATION AGREEMENT (DEFINED BELOW), CAPELLA WILL MAKE AVAILABLE TO YOU THE CAPELLA SPACE CONSOLE AND APIs (COLLECTIVELY, THE "PLATFORM") AND ITS CONTENT MADE AVAILABLE TO YOU THROUGH THE PLATFORM, INCLUDING BUT NOT LIMITED TO, SYNTHETIC APERTURE RADAR (SAR) DATA (THE "CONTENT"). THESE TERMS OF SERVICE OUTLINE YOUR RIGHTS AND RESPONSIBILITIES WHEN USING OUR PLATFORM AND CONTENT. BY SIGNING AN ORDER FORM THAT INCORPORATES THESE TERMS OF SERVICE BY REFERENCE, YOU, ON BEHALF OF YOURSELF AND (AS APPLICABLE) YOUR ORGANIZATION (HEREINAFTER "YOU"), EXPRESSLY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AS WELL AS CAPELLA'S [PRIVACY POLICY](#) WHICH IS HEREBY INCORPORATED BY REFERENCE (ORDER FORM, TERMS OF SERVICE AND PRIVACY POLICY COLLECTIVELY, THE "EVALUATION AGREEMENT").

CAPELLA SPACE IS WILLING TO GRANT THE RIGHTS AS OUTLINED HEREIN AND MAKE THE PLATFORM AND CONTENT AVAILABLE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT THE TERMS OF THIS EVALUATION AGREEMENT. WRITTEN APPROVAL OF THIS EVALUATION AGREEMENT IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS EVALUATION AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF CAPELLA SPACE SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

1. PURPOSE. Capella Space provides You with a limited opportunity to access, view, use and create derivatives of the Content for their internal, non-commercial, evaluation purposes only, in order to: (a) evaluate Capella's Platform and/or Content; (b) improve their own products and/or services; (c) develop and/or train new machine learning models or algorithms for use with Capella Content; and (d) develop and test new products and/or services for use with Capella Content, (the "Purpose").

2. CAPELLA SPACE CONSOLE ACCOUNT. You will need to establish a Capella Space Console account for the purpose of accessing the Platform and Content (an "Account"). Accounts are only available to persons not barred from receiving services under applicable laws including but not limited to those of the United States. Each Account is unique to its holder and shall not be shared. At all times, You agree that your use and access to the Platform and your Account will be consistent with Capella's platform [Terms of Service](#) which are incorporated herein by reference. You agree to maintain your password, API keys, and other account access information confidential using at least a reasonable standard of care. You acknowledge and agree that you are responsible for the activity that occurs under your Account. If you suspect or discover that any password or access has been compromised, please contact: support@cappellaspace.com. As part of your evaluation in accordance with this Evaluation Agreement, Capella Space will provide limited access to Content through the Platform for use in accordance with Section 3 below. Capella Space may grant or limit access to Content in its sole discretion. Your access to the Platform under this Evaluation Agreement is associated with a unique Console ID. All Content accessed under your Console ID may only be used in accordance with this Evaluation Agreement. Content accessed through any other Console ID is subject to the rights and limitations in the agreement associated with such Console ID.

3. LIMITED LICENSE. Your access to the Platform and Content may be limited by Capella Space in its sole discretion and for any reason whatsoever. In all cases, your access is subject to the terms and conditions of this Evaluation Agreement and your use is limited solely to the Purpose during the Term. Accordingly, Capella Space hereby grants to You a limited, nontransferable, nonexclusive, non-sublicensable, non-assignable, revocable license: (i) to access and use the Platform solely for the Purpose; and (ii) access, view, download, store, display, print and use the Content solely for the Purpose. These terms are not a license to use Capella Space's name, logos, trademarks, or other intellectual property rights.

4. FEEDBACK. To the extent You provide Capella Space with any feedback, comments or suggestions (collectively, 'Feedback') about the Platform, the Content, or any of Capella Space's products or services, You grant to Capella Space, under any right, title or interest You may have in and to such Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Platform, the Content, any of Capella Space's products or services, or otherwise as Capella Space sees fit, entirely without obligation of any kind to You. Any and all upgrades, updates, developments, modifications, changes, alterations, edits, conversions, improvements or the like made to the Console, API, Content or any other Capella products or services based on the Feedback, shall become the exclusive property of Capella.

5. RESTRICTIONS. You shall not use the Platform or Content for any purpose except as expressly set forth in this Evaluation Agreement. You will not: (a) alter, remove, or obscure any copyright or other proprietary notices, watermarks or legends included or embedded in the Platform or Content; (b) scrape the Content, build or contribute to databases, or otherwise create permanent or archival copies; (c) use or transfer the Platform or Content in violation of applicable laws or regulations; (d) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Platform or Content; (e) sublicense, lease, rent, loan, transfer, resell, distribute or otherwise use the Platform or Content for any commercial purpose whatsoever (f) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Platform; or (g) allow any third party to access or use the Platform or Content.

6. RESERVATION OF RIGHTS. Except for the limited license granted under Section 3 above, as between You and Capella Space, Capella Space retains all right, title and interest, including all intellectual property rights, in and to the Platform, the Content, and all other Capella Space property, including its other products and services. All rights not expressly granted in this Evaluation Agreement are hereby expressly reserved by Capella Space.

7. THIRD PARTY CONTENT. Any third-party data, content, software, tools or other information available on or accessible through the Platform ("Third Party Content") may be subject to separate terms and conditions which will be provided to you. Any Third Party Content made available to you is provided as a convenience. As such, you acknowledge and agree that Capella Space makes no representations or commitments as to any such Third Party Content and hereby disclaims and assumes no liability in connection with any such Third Party Content.

8. TERM AND TERMINATION. This Evaluation Agreement is effective for the shorter of the limited term of Your evaluation as set forth in your Order Form or, one (1) year (the "Term"), provided however that:

Capella Space may at any time (i) add, change, or remove features or functions of the Platform or Content; (ii) update the terms of access to the Content and/or the Platform by updating this Evaluation Agreement and notifying you either in the Platform or via email; or (iii) terminate this Evaluation Agreement for its convenience or otherwise terminate Your access to the Platform and/or Content. You may stop using the Platform and Content at any time. Upon termination or upon expiration of this Evaluation Agreement, the limited license granted hereunder shall immediately terminate, and You shall immediately cease all use of the Platform and Content and destroy all copies of the Content in Your possession, custody, or control.

10. CONFIDENTIALITY. You acknowledge that during the Term of this Evaluation Agreement, you will have access to and may also obtain from Capella Space certain confidential information, including the Content, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, bugs, problem reports, analysis and performance information, and other technical and business information (“Proprietary Information”). In the event you have executed a separate nondisclosure agreement with Capella Space, the terms of that nondisclosure agreement shall govern Your use of Proprietary Information and its terms expressly supersede this Section 10. If You have not executed a separate nondisclosure agreement with Capella Space, during and after the Term of this Evaluation Agreement, You agree to hold in confidence and protect, and not use (except as expressly authorized by this Evaluation Agreement) or disclose any such Proprietary Information, unless such Proprietary Information becomes part of the public domain without breach of this Evaluation Agreement.

11. DISCLAIMER: THE PLATFORM, THE CONTENT, AND THIRD-PARTY CONTENT (IF APPLICABLE) IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND CAPELLA SPACE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED SERVICE, PERFORMANCE, OR SECURITY. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION HEREWITH.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL CAPELLA SPACE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, GOODWILL, BUSINESS, REVENUE, PROFITS, OR OTHER LOSS (INCLUDING WITHOUT LIMITATION SUBSTITUTION OF SERVICE) ARISING OUT OF OR RELATED TO THIS EVALUATION AGREEMENT, THE CONTENT OR THE PLATFORM, EVEN IF CAPELLA SPACE WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR OTHER THEORY OF LIABILITY. IN NO EVENT SHALL CAPELLA SPACE’S TOTAL CUMULATIVE LIABILITY FOR ANY CLAIM UNDER THIS EVALUATION AGREEMENT EXCEED U.S. \$100.00 USD.

13. COMPLIANCE WITH LAWS. You shall at all times comply fully with all applicable laws, rules, and regulations, including but not limited to U.S. export laws. Without limiting the foregoing, You shall ensure that neither the Platform or Content nor any part or derivation thereof is (a) provided to or the subject of any transaction or dealing, directly or indirectly, with or related to: (i) a country, region, territory or government with respect to which the U.S. government imposes a trade or investment

embargo, which currently include Crimea, Cuba, Iran, North Korea, Sudan and Syria; or (ii) any legal entity or individual with respect to which or whom U.S. citizens are generally forbidden to transact under economic sanctions including, without limitation, a person on the List of Specially Designated Nationals and Blocked Persons; (b) exported or reexported, directly or indirectly, in violation of any applicable laws or regulations, or (c) used for any prohibited purpose.

14. AUDIT. You shall keep proper and accurate records related to your use of the Platform and Content under this Evaluation Agreement. Capella Space has the right to audit your compliance with the terms of this Evaluation Agreement, including those records related to this Evaluation Agreement upon seven (7) days' written notice to You.

15. SURVIVAL. Sections 4, 5, 6, 7, 10, 11, 12, 13, 14, 15 and 16 of this Evaluation Agreement shall survive the expiration or earlier termination of this Evaluation Agreement.

16. GENERAL MATTERS. This Evaluation Agreement represents the entire and exclusive agreement between You and Capella Space and, except to the extent expressly set agreed in Section 10 above, replaces any prior agreements or understandings regarding the subject matter hereof. If any term(s) of this Evaluation Agreement are found to be unenforceable, the remainder will not be affected. Capella Space does not waive any rights as a result of its failure to enforce any provision hereof and reserves the right to take action in the future. This Evaluation Agreement will be governed by the laws of the State of California, irrespective of its choice of law provisions. All actions or proceedings arising under or related to this Evaluation Agreement shall be brought in a federal or state court located in San Francisco, California, and each party hereby agrees to irrevocably submit to the jurisdiction and venue of these courts.