

Orbital Insight, Inc.
Master License and Services Agreement

Orbital Insight has developed proprietary methods of analyzing satellite imagery which have many useful applications in various industries.

Licensee desires to license the Orbital Insight data (the "Orbital Insight Data" as defined below), and to engage Orbital Insight to perform related services (the "Services" as defined below).

The parties agree as follows:

1. Definitions.

1.1 "Affiliate" means, with respect to any entity, any other entity controlling, controlled by, or under common control with, such entity at the time in question. "Control" as used herein, shall mean ownership of at least fifty percent (50%) of the shares of stock entitled to vote for the election of directors in the case of a corporation, and at least fifty percent (50%) of the interests in profits on the case of a business entity other than a corporation.

1.2 "Confidential Information" means all non-public information relating to a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, including but not limited to the terms and conditions of this Agreement, business methods, processes and practices, financial data, costing data, prices, research, marketing plans, technology and technical information, product designs, introduction dates, other business plans or related information of each party, its parent, subsidiaries, affiliated companies, suppliers or clients concerning past, present, or future business activities of said entities of any kind or nature. Confidential Information shall not include any information that: (i) is or becomes part of the public domain without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party or access to the Confidential Information of the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

1.3 "Orbital Insight Data" means the proprietary data and other products and technology identified in a Statement of Work or Order Form (as defined below) and licensed to Licensee under the terms and conditions of this Agreement.

1.4 "Order Form" shall be an order for a subscription license substantially in the form as attached as Exhibit A. The parties may attach additional Order Forms in the future which Order Forms shall be made a part of this Agreement.

1.5 "Statement of Work" (or "SOW") shall be a description of data to be delivered and services to be performed substantially and made as part of this Agreement. The parties may attach additional Statements of Work in the future which SOWs shall be made a part of this Agreement.

1.6 "Services" means any Services to be performed by Orbital Insight which are identified in an SOW(s) or in Order Forms.

2. License Grant.

2.1 **License Grant – Internal Business Purposes.** Subject to the terms and conditions of this Agreement, Orbital Insight hereby grants to Licensee a non-transferable, non-exclusive, revocable, limited license to access and use the Orbital Insight Data for the term or terms set forth in the attached SOW(s) and Order Form(s) solely for Licensee's own internal customary business purposes which include internally generating analysis, information and modeling, and engaging in proprietary trading as allowed by law.

2.2 Scope of License and Restrictions.

(a) Licensee shall have the right to access Orbital Insight's servers in order to obtain the Orbital Insight Data. Licensee acknowledges and agrees that Orbital Insight is the sole and exclusive owner of the Orbital Insight Data. Licensee may make limited copies of the Orbital Insight Data for internal use and distribution consistent with this License Grant,

provided that Licensee shall retain all Orbital Insight confidentiality, copyright and other proprietary rights notices on all copies, in whole or in part, of the Orbital Insight Data and Orbital Insight Confidential Information.

(b) Licensee may not use or disclose (in writing, orally, electronically or otherwise) the Orbital Insight Data for any purpose except as expressly provided in this Agreement. The Orbital Insight Data may not be reproduced, rebroadcast, or disseminated to third parties in any form without the express written prior consent of Orbital Insight Data. Licensee is explicitly prohibited from using any type of electronic communication, including email and instant messaging services, to broadcast or otherwise distribute the information to parties not included in this Agreement. Furthermore, Licensee acknowledges and agrees that the Orbital Insight Data is the proprietary Confidential Information of Orbital Insight and Licensee is prohibited from selling, transferring, licensing, sublicensing, sharing, or publishing in any way, the Orbital Insight Data and any information or analysis which is derived, calculated or otherwise ascertained from the Orbital Insight Data. Licensee shall not use the Orbital Insight Data as a part of a hosted service, in a service bureau, or time-sharing arrangement, nor sublicense, distribute, rent, lease or transfer the Orbital Insight Data to any third party.

(c) Subject to Orbital Insight's proprietary rights in the Orbital Insight Data, Licensee may include the Orbital Insight Data in whole or in part in Licensee's internal databases, and may make limited modifications in connection with the use of the Orbital Insight Data for internal business purposes as described in Section 2.1. Licensee acknowledges and agrees that it is prohibited from making any modifications or derivative works of the Orbital Insight Data other than as permitted by this Section 2.2(c) or Section 2.2(d).

(d) Licensee shall have the right to create Derived Data in the ordinary course of business. "Derived Data" shall mean any information or data resulting from manipulation or analysis of data, values, information and/or content contained in the Orbital Insight Data / Services whether alone or in conjunction with other data, provided that such Derived Data is not usable as a replacement for the Orbital Insight Data / Services and is not capable of being reverse engineered to recreate the Orbital Insight Data / Services.

2.3 User ID. In the event that access to the Orbital Insight Data is made available to Licensee through the internet, Orbital Insight will supply Licensee with a unique user identification code and password (the "User ID") to access such Orbital Insight Data via the Internet. The User ID shall only be available to active employees and contractors of the Licensee (collectively, "Authorized Users"). The User ID shall be treated as Confidential Information belonging to Orbital Insight. Licensee acknowledges and agrees that it is and shall remain solely responsible for all use and disclosure of its User ID. In no event shall Licensee disclose, transfer, or allow any third party to use, copy, or otherwise access the User ID. Licensee shall notify Orbital Insight immediately in the event that the User ID is or is believed to be lost, stolen, or in the possession of any third party, or that the User ID does not operate properly, so that Orbital Insight may re-issue a new User ID to Licensee and take whatever actions it deems necessary to protect the confidential nature of the User ID. Licensee shall fully cooperate with Orbital Insight in any such action.

2.4 Independent Contractors. Licensee may provide the Orbital Insight Data to its independent contractors and consultants for the sole purpose of such independent contractors and consultants performing work on behalf of Licensee's and its Affiliates' permitted uses in compliance with the license terms set forth in this Section 2, provided that (i) Licensee and the independent contractor/consultant have entered into an agreement including non-use and non-disclosure provisions as least as restrictive as those set forth in this Agreement, and (ii) the independent contractor/consultant has agreed to confidentiality provisions with respect to third party data that are least as restrictive as those herein.

2.5 Use of Orbital Insight Data by Affiliates. Licensee may disclose the Orbital Insight Data to its Affiliates, and permit its Affiliates to create Derived Data, provided Licensee ensures that Affiliates use the Orbital Insight Data in accordance with the terms of this Agreement. Licensee shall be responsible for all such use by Affiliates and for any failure of its Affiliates to comply with the terms of this Agreement.

3. Fees and Payment Terms. The fees and payment terms are set forth in the SOW(s) and Order Form(s). Failure to remit the amounts due within 30 days of payment due dates will result in suspension of delivery of Orbital Insight Data to the Licensee until all payments are current. After completion of the Initial Term, Orbital Insight reserves the right to increase the fees set forth on the Order Form(s) by 3% no more than once a year and up to 10% in any given year with sixty (60) days notice to the Licensee.

4. Confidential Information.

4.1 **Confidentiality.** The Orbital Insight Data is the Confidential Information of Orbital Insight and its licensors and suppliers. Licensee agrees to hold the Orbital Insight Data and any other Confidential Information of Orbital Insight in confidence, not to disclose the Orbital Insight Data to any third parties, and not to use the Orbital Insight Data for any purpose other than as explicitly permitted under the license in Section 2. Licensee agrees to take all reasonable steps consistent with industry standards to protect the Orbital Insight Data from misappropriation or misuse. Licensee agrees not to extract stand-alone data from or publish any part of the Orbital Insight Data without the prior written consent of Orbital Insight. Licensee may disclose aspects of the Orbital Insight Data, to the extent applicable, to its employees and Authorized Contractors who have a need to know for the purposes granted in the license in Section 2. Orbital Insight agrees to hold all Confidential Information of Licensee in confidence, not to disclose the Confidential Information of Licensee to any third parties, and not to use the Confidential Information of Licensee for any purpose other than as explicitly permitted under this Agreement. Orbital Insight agrees to take all reasonable steps consistent with industry standards to protect the Confidential Information of Licensee from misappropriation or misuse.

4.2 **Obligations Upon Termination.** Upon the termination of this Agreement under Section 6.3, Licensee shall cease use of and destroy all copies of the Orbital Insight Data and other materials developed by or belonging to Orbital Insight which are in the possession or control of Licensee, its Affiliates, and its independent contractors and consultants. Notwithstanding the foregoing, Licensee may retain copies of the Orbital Insight Data and/or other materials as required by law or regulation, or as necessary to comply with standard back-up procedures for archival purposes.

5. **Ownership.** Orbital Insight and its licensors and suppliers own all right, title, and interests in and to the Orbital Insight Data, and all rights not expressly granted herein are reserved by Orbital Insight. If the Orbital Insight Data or any portion are modified, merged, incorporated, or combined into any software, hardware, or other data, or are converted or translated into another data format, they shall continue to be subject to the rights and obligations of this Agreement, and Orbital Insight and/or its licensors and suppliers retain ownership of all such Orbital Insight Data and all such portions. Licensee is prohibited from distributing the Orbital Insight Data in any manner except as expressly permitted by this Agreement. Licensee acknowledges and agrees that the foregoing license does not confer on Licensee any right, title or interest in any of Orbital Insight's patents, licenses, trade secrets, trademarks or copyrighted material.

6. **Term and Termination.**

6.1 **Term of Agreement.** This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force until the later of the termination or expiration of all license terms set forth in attached SOWs or Order Forms, or three (3) years from the Effective Date. Thereafter, unless otherwise terminated as provided herein, this Agreement shall renew automatically for successive one (1) year periods ("Renewal Term(s)"), commencing on the anniversary of the Effective Date, unless either party gives the other party notice of its intent not to renew this Agreement at least sixty (60) days prior to the end of the Term or any Renewal Term. The Initial Term and any Renewal Term(s) may collectively be referred to as the "Term".

6.2 **License Terms.** License terms shall be set forth in SOWs and Order Forms attached hereto.

6.3 **Termination for Breach.** Orbital Insight may terminate this Agreement and all SOWs and Order Forms if Licensee breaches any material term of this Agreement and fails to cure such breach within ten (10) days following written notice thereof from the non-breaching party.

6.4 **Events Upon Termination.** Upon the termination of this Agreement for Licensee's breach of this Agreement, Licensee's rights to use the Orbital Insight Data shall cease. Upon the expiration of this Agreement or any SOW or Order Form. Licensee may retain the Orbital Insight Data in its possession and continue to use it in compliance with this Agreement, including the applicable SOWs, but Licensee shall not be entitled to receive any new Orbital Insight Data.

6.5 **Survival.** The following Sections survive: Section 2 (but only for use of Orbital Insight Data already in Licensee's possession in the event the Agreement expires, not if it is terminated for Licensee's breach), Section 4, Section 5, Section 6.4, Section 6.5, Section 7, Section 8, Section 9, and Section 10.

7. **DISCLAIMER.** THE ORBITAL INSIGHT DATA AND ANY SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AND ORBITAL INSIGHT AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL

WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ORBITAL INSIGHT OR ANY OF ITS AGENTS, EMPLOYEES, OR THIRD PARTY SERVICE PROVIDERS SHALL CREATE A WARRANTY AND LICENSEE IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT. LICENSEE ACKNOWLEDGES THAT IT MAY BE RECEIVING A FIELD TEST VERSION OF THE ORBITAL INSIGHT DATA THAT IS PRELIMINARY AND/OR UNRELEASED IN BOTH FORMAT AND CONTENT AND THAT SUCH ORBITAL INSIGHT DATA MAY NOT BE USED AS A BASIS FOR A FINAL OR RELEASED PRODUCT AND ORBITAL INSIGHT IS UNDER NO OBLIGATION TO PRODUCE A FINAL OR RELEASED PRODUCT BASED ON SUCH SAMPLE.

8. **WAIVER OF CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL ORBITAL INSIGHT BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, COST OF COVER, OR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE USE OF, OR INABILITY TO USE, THE ORBITAL INSIGHT DATA OR SERVICES, INCLUDING THOSE RESULTING FROM ANY ERRORS, OMISSIONS OR DELAYS IN TRANSMISSION OF SUCH DATA OR INTERRUPTIONS IN ACCESS TO THE SERVICE, EVEN IF ORBITAL INSIGHT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9. **NO ADVISORY RELATIONSHIP.** LICENSEE AND ORBITAL INSIGHT ACKNOWLEDGE AND AGREE THAT THE RELATIONSHIP BETWEEN THE PARTIES ESTABLISHED UNDER THIS AGREEMENT IS THAT OF INDEPENDENT CONTRACTORS AND THAT THERE IS NO ADVISORY RELATIONSHIP. LICENSEE SHOULD NOT CONSTRUE ANY OF THE DATA OR SERVICES PROVIDED BY ORBITAL INSIGHT IN ANY FORMAT OR ON ANY MEDIA AS BUSINESS, FINANCIAL, INVESTMENT, HEDGING, TRADING, LEGAL, REGULATORY, TAX, OR ACCOUNTING ADVICE. LICENSEE ACKNOWLEDGES AND AGREES THAT IT SHOULD NOT USE THE ORBITAL INSIGHT DATA AS THE PRIMARY BASIS FOR ANY TRADING OR INVESTMENT DECISIONS. IF LICENSEE REQUIRES INVESTMENT ADVICE WITH RESPECT TO THE ORBITAL INSIGHT DATA OR ANY SERVICES PROVIDED BY ORBITAL INSIGHT, LICENSEE SHOULD CONSULT WITH ITS OWN BUSINESS, FINANCIAL, ACCOUNTING, OR LEGAL ADVISORS, LICENSEE ACCEPTS FULL RESPONSIBILITY FOR LICENSEE'S OWN DECISIONS AND THE CONSEQUENCES OF THOSE DECISIONS AND ORBITAL INSIGHT SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY LICENSEE AS A RESULT OF LICENSEE'S DECISIONS.

10. **General.**

10.1. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement shall not operate as a waiver, and each party is free to exercise the same or any other right under this Agreement at any time.

10.2. **Relationship of the Parties.** Neither party is the legal representative or agent of the other, nor shall either party have the right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of or on behalf of the other party.

10.3 **Equitable Relief.** Both parties recognize that the obligations under this Agreement are special, unique, and of extraordinary character, for which monetary damages would not be adequate in the event of a breach. In the event of a breach or threatened breach by Licensee of any provision of the Agreement, Orbital Insight shall be entitled, in addition to any other remedies available, to obtain injunctive or other equitable relief to prevent such breach, without the necessity of posting a bond. Resort by Orbital Insight to equitable relief shall not be construed as a waiver by it of any other rights it may have for damages or otherwise.

10.4 **Severability.** It is expressly agreed by the parties that the various covenants of this Agreement are reasonable in content and scope, but if a court of competent jurisdiction should determine that any part of this Agreement is not fully enforceable, then the unenforceable portion is to be severed from the main Agreement and the remainder is to be enforced to the full extent of applicable law as if the provision found unenforceable was not originally part of the Agreement.

10.5 **U.S. Government Agency.** If Licensee is a United States state, federal, or other public entity ("U.S. Government"), Licensee agrees to protect the Orbital Insight Data from public disclosure. In the event that Licensee is required to disclose the Orbital Insight Data under any law or regulation that permits public access and/or reproduction or use of the Orbital Insight Data, Licensee shall notify Orbital Insight in writing prior to such disclosure and if Orbital

Insight is unable to comply with such disclosure, this Agreement shall automatically terminate without further notice. Any data, software, and/or documentation delivered or made available hereunder is subject to the terms of this Agreement. Any computer software, data, database, documentation, and/or technical data delivered hereunder to the U.S. Government, either directly under a prime contract or indirectly through subcontract, is subject to the terms of this Agreement. In no event shall the U.S. Government acquire rights greater than LIMITED or RESTRICTED rights as described in any applicable DFAR or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Orbital Insight Data, the construction that provides greater limitations on the U.S. Government's rights shall control.

10.6 **Notices.** All notices required or permitted under this Agreement regarding disputes or claims will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Communication regarding the SOW or other ordinary business communication may be sent by email.

10.7 **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of California and the laws of the United States. All disputes under this Agreement shall be resolved by litigation in the courts of the Northern District of California, including the federal courts therein, and the parties each consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to that party. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.8 **Compliance with Export Laws.** Licensee acknowledges and understands that the Orbital Insight Data, the Services and the deliverables included in an SOW or Order Form may be subject to restrictions on export, and shall, at its sole cost and expense, comply with any applicable export laws.

10.9 **Attorneys' Fees.** If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

10.10 **Assignment.** No assignment or transfer of this Agreement by Licensee shall be valid and enforceable without the express written consent of both parties, provided however that either party may assign this Agreement in the event of a merger or sale of assets. In the event of an assignment or transfer, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns. Any attempted assignment, transfer or delegation, without such consent, will be void.

10.11 **Force Majeure.** Notwithstanding anything contained herein to the contrary, neither party shall be liable to the other for loss, injury, delay, damage or other casualty suffered by such other party due to any inability to perform any obligation hereunder (other than the payments of money) caused by strikes, riots, storms, fires, acts of government (including legislative, administrative, judicial, police or any other official government acts by a governmental or a quasi-governmental body or by a public corporation), acts of God (including weather) or any other cause beyond the reasonable control of such party.

10.12 **Entire Agreement.** This Agreement constitutes the complete and exclusive agreement between the parties concerning the subject matter of this Agreement and supersedes any prior or contemporaneous communications or understandings relating thereto. No modifications of this Agreement shall be permissible except in writing; the requirement of this sentence may not be waived.

10.13 **Authority.** The undersigned hereby represent and warrant that they are duly authorized to enter into this Agreement and that they each have had sufficient opportunity to review and examine this Agreement, and have done so and understand the rights and obligations created by this Agreement.

10.14 **Governing Language.** The original of this Agreement has been written in English, and such version shall be the governing version of the Agreement. Any notices given or accounts or statements required hereby, or any documents referencing any dispute, claim or controversy regarding this Agreement, shall be in English. Each party waives any right it may have, if any, under any law or regulation to have this Agreement written in a language other than English.

10.15 **Marketing and Communication.** Upon signature of the contract, both parties will make a best effort to do the following:

- a. Development of joint press release with Orbital Insight led by Director of Marketing Michael Lapides
- b. Joint content development and marketing co-investment (e.g., video development)
- c. Willingness to speak with interested reporters
- d. Joint use of name, brand and logo on the website, in marketing materials and for co-marketing efforts for a period of 18 months
- e. Joint use of brand and case study details to be used in industry pitch-decks and NDA sanctioned customer meetings with Licensee permission (excluding any known competitors)
- f. At least one joint speakership/panel discussion within the first 12 months of partnership

11. **Compliance.** Orbital Insight hereby acknowledges that Licensee buys and sells the securities of publicly traded companies (“Public Companies”) and that Licensee does not want to obtain material, non-public information (“MNPI”) from Orbital Insight. In order to ensure that Licensee is complying with its obligations under the United States securities laws and regulations and other applicable laws and regulations, and to otherwise protect Licensee, Orbital Insight hereby covenants that: (i) the provision of Services hereunder by Orbital Insight to Licensee does not and will not conflict with or violate any obligation or duty Orbital Insight may have to any entity, company, institution (including but not limited to associations, trusts or government instrumentalities) or individual, whether such obligation or duty results from a current or prior affiliation as a stockholder, owner, officer, director, employee, service provider, by contract or otherwise; (ii) Orbital Insight will not directly or indirectly disclose to Licensee any confidential or proprietary information, material, documents or other property of any nature of any Public Company or of any directors, officers, employees or consultants of Public Companies; and (iii) Orbital Insight shall not provide any MNPI to Licensee and all information that is provided shall, (a) not have been obtained through any act of misappropriation or unlawful means by any person and (b) not violate any obligation of confidentiality or other duty owed to the source thereof.