

BLACKSKY GLOBAL LLC
PRODUCTS END-USER LICENSE AGREEMENT - U.S. GOVERNMENT

Last Updated: April 22, 2020

This End-User License Agreement (“EULA”) is a legally binding contract between you and BlackSky Global LLC (“BlackSky”) regarding your use of BlackSky’s satellite imagery (the “Product”). In this EULA, “you” and “your” means the U.S. Government agency licensing the Product under this EULA (the “Ordering Agency”). Capitalized terms used herein but not defined shall have the meaning set forth in the parties’ contract or purchase order, as applicable.

PLEASE READ THE FOLLOWING TERMS CAREFULLY

BY PURCHASING, DOWNLOADING, ACCESSING, OR OTHERWISE USING THE PRODUCT, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (“TERMS”). IF YOU DO NOT AGREE TO THE TERMS, THEN YOU MAY NOT USE THE PRODUCT.

1. NO ADVICE OR OPINIONS

THE PRODUCT IS NOT INTENDED TO BE, AND DOES NOT CONSTITUTE, ADVICE OR OPINION(S) FROM BLACKSKY REGARDING YOU ACTING OR REFRAINING FROM ACTING.

2. OWNERSHIP OF PRODUCT

BlackSky (or its respective licensor as the case may be) is and shall remain the sole and exclusive owner of the Product, VAP (as defined below), DP (as defined below), and the manipulation techniques, viewers, and access devices embedded therein. All rights in and to the Product, VAP and DP not expressly granted under this EULA are reserved for and retained by BlackSky. Nothing in this EULA is intended to nor shall it be construed as granting you any license to, direct access to, control of, or rights in any BlackSky satellite. The Product, VAP and DP are “commercial items” as defined at FAR 2.101 and provided to you with “limited rights” as defined in the Ordering Agency’s acquisition manual or supplemental acquisition regulation, Part 27 Patents, Data, and Copyrights, or other section, as applicable.

3. LICENSE TO PRODUCT

Subject to your complete and ongoing compliance with this EULA:

A. For any Product you purchase at Level 1 (as listed in the Price List), BlackSky grants you, solely for your internal and non-commercial use, a limited, irrevocable, perpetual, non-exclusive, non-transferable (subject to Section 10(C)), non-sublicensable license to:

- (i) display, perform, reproduce, or internally share the Product;
- (ii) develop value-added products by substantially modifying the Product through technical manipulation and/or addition of other unrelated data by you, which contains imagery data derived from or generated by the Product, and results in a significant modification of the Product, through technical manipulations and/or addition of other data (“VAP”). VAP may be shared internally within the Ordering Agency;

- (iii) develop derived products separate from the Product by ascertaining and compiling new information from the Product by you, which does not contain any imagery data derived from or generated by the Product and is irreversible and uncoupled from the source imagery data of the Product (“DP”). DP may be freely shared by the Ordering Agency with other third parties;
 - (iv) share the Product and VAP with subcontractors, academic institutions, or foreign nationals formally assigned or detailed to you (“Approved Third Parties”), provided: (a) such Approved Third Parties are not foreign governments or agencies; (b) such sharing is on a need-to-know basis and such Approved Third Parties agree in advance in writing to (w) use the Product and VAP solely in support of your specific contracting requirement; (x) not share the Product and VAP with any party other than the intended recipient; (y) return or destroy all Product and VAP upon completion of the stated contracting requirement; (z) comply with the terms and conditions of this EULA.
- B. For any Product you purchase at Level 2 (as listed in the Price List), BlackSky grants you the license described in Section 3(A) and, in addition, solely for your non-commercial use, a limited, irrevocable, perpetual, non-exclusive, non-transferable (subject to Section 10(C)), non-sublicensable license to:
- (i) share the Product and VAP with other U.S. federal, U.S. federal civilian, state, local, and tribal agencies, in any location, provided each agency agree in advance in writing to (a) use the Product and VAP solely internally and in furtherance of their stated primary mission; and (b) comply with the terms and conditions of this EULA.
 - (ii) authorize each agency receiving Product under Section 3(B)(i) or 3(B)(ii) to share the Product and VAP with Approved Third Parties, provided: (a) such Approved Third Parties are not foreign governments or agencies; (b) such sharing is on a need-to-know basis and such Approved Third Parties agree in advance in writing to (w) use the Product and VAP solely in support of agency’s specific contracting requirement; (x) not share the Product and VAP with any party other than the intended recipient; (y) return or destroy all Product and VAP upon completion of the stated contracting requirement; (z) comply with the terms and conditions of this EULA.
 - (iii) authorize each agency and Approved Third Parties receiving Product under Section 3(B)(i) or 3(B)(ii) to develop DP and freely share such DP without restriction;
- C. For any Product you purchase at Level 3 (as listed in the Price List), BlackSky grants you the license described in Section 3(B) and, in addition, solely for your non-commercial use, a limited, irrevocable, perpetual, non-exclusive, non-transferable (subject to Section 10(C)), non-sublicensable license to:
- (i) share the Product and VAPs with foreign governments or multinational defense organizations, in any location, provided such sharing is on a need-to-know basis for a joint project with the Ordering Agency and such organizations agree in advance in writing to: (a) use the Product and VAP solely in support of the applicable joint project with the U.S. Government; (b) not share the Product and VAP with any party other than the intended recipient; and (c) return or destroy all Product and VAP upon completion of the stated contracting requirement.

- D. For any Product you purchase at Level 4 (as listed in the Price List), BlackSky grants you the license described in Section 3(C) and, in addition, solely for your non-commercial use, an unlimited, irrevocable, perpetual, non-exclusive, non-transferable (subject to Section 10(C)), non-sublicensable license to:
- (i) Use, modify, reproduce, perform, display and distribute an unlimited number of the Product in whole or in part, in any manner, and for any Government purpose whatsoever and authorize others to do so; provided that each copy shall be a true and complete copy, including all copyright and trademark notices, and any recipient agrees in advance in writing to the terms of this EULA.
- E. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Product (“Feedback”), then you hereby grant BlackSky an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free license to exploit the Feedback in any manner and for any purpose, including to improve the Product or create other products and services.

4. PROHIBITED CONDUCT

By using Product, you agree not to:

- A. use Product for any fraudulent or illegal purpose or in violation of any local, state, national, or international law;
- B. violate, or encourage others to violate, any right of a third party, including violating an individual’s privacy rights or by infringing or misappropriating any third party intellectual property right;
- C. disable or circumvent features that prevent or limit use or copying of any Product;
- D. reverse engineer or otherwise attempt to decode or decompile Product or any sample thereof;
- E. alter or remove any markings, logos, indications of ownership, copyright notice, or narrative material accompanying Product or any sample thereof;
- F. except as permitted in Section 3, modify the Product or create derivative works of the Product;
- G. except as permitted in Section 3, sell or otherwise transfer Product to any third party;
- H. except as permitted in Section 3, allow third parties to use the Product and VAP for the purposes of compiling, enhancing, verifying, supplementing, adding to, or deleting from a compilation of information that is sold, rented, published, furnished, utilized, or in any manner provided to any third party;
- I. make any Product available via any web map or other similar service; or
- J. attempt to do any of the acts described in this Section 4, or assist or permit any person in engaging in any of the acts described in this Section 4.

5. CONDITIONS

By using Product you agree:

- A. the rights and licenses granted to you herein are made expressly subject to: (a) BlackSky having received, and continuing to receive, all required approvals from the U.S. Government and any other applicable government authority; and (b) the current and future limitations placed on BlackSky via the license(s)

issued to BlackSky by the U.S. Department of Commerce to operate a private remote-sensing space system (“Operating License”);

- B. all VAPs shall clearly and conspicuously contain the following statement: *“This image is provided under license from BlackSky Global LLC. All rights are expressly reserved by BlackSky Global LLC.”*;
- C. to immediately notify BlackSky if you discover any unenhanced or unprocessed imagery data in Product;
- D. BlackSky may retain copies of the Product and associated data you obtain from BlackSky;
- E. if Product does not substantially conform to BlackSky’s stated specifications, your sole remedy is to submit a written request for replacement within five days of delivery to you. If BlackSky agrees the Product does not substantially conform to stated specifications, BlackSky will either replace or issue a refund for the non-conforming Product. If you do not submit a request for replacement within the five-day time period, you shall be deemed to have accepted the Product; and
- F. Solely for Product purchased at Level 4, you agree that:
 - (i) In accordance with your contract and/or purchase order, as applicable, a significant Guaranteed Annual Minimum is required;
 - (ii) You are not a reseller of BlackSky Product, nor are you a business partner for International Ministries of Defense;
 - (iii) Any distribution of BlackSky Product to commercial entities for commercial purposes, or commercialization of algorithms is strictly prohibited without BlackSky’s prior written consent; and
 - (iv) You and BlackSky must coordinate any public statements concerning the Product or your use of the Product.

6. DISCLAIMERS; LIMITED WARRANTY

BLACKSKY WARRANTS THE PRODUCT AND THE MEDIA UPON WHICH THE PRODUCT IS DELIVERED WILL SUBSTANTIALLY CONFORM TO BLACKSKY’S STATED SPECIFICATIONS FOR FIVE DAYS AFTER THE DATE OF DELIVERY TO YOU, PROVIDED SUCH PRODUCT IS USED ON APPROPRIATE COMPUTER HARDWARE. BLACKSKY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE PRODUCT, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. BLACKSKY DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND BLACKSKY DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BLACKSKY OR ANY MATERIALS ACCOMPANYING THE PRODUCT WILL CREATE ANY WARRANTY REGARDING BLACKSKY OR THE PRODUCT THAT IS NOT EXPRESSLY STATED IN THESE TERMS. BLACKSKY IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE PRODUCT AND/OR YOUR USE OF THE PRODUCT. YOU UNDERSTAND AND AGREE THAT YOU USE THE PRODUCT AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR ANY LOSS OF DATA.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. BLACKSKY DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT BLACKSKY IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

7. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BLACKSKY OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR USE OF THE PRODUCT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY BLACKSKY ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF BLACKSKY AND ITS AFFILIATES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PRODUCT UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID BLACKSKY FOR THE SPECIFIC PRODUCT GIVING RISE TO CLAIM; OR (B) \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN BLACKSKY AND YOU UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN BLACKSKY AND YOU. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 7 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN AN EXISTING GOVERNMENT CONTRACT.

8. TERM AND TERMINATION

This EULA is effective upon the first of purchase, download, access or use of the Product and expires on the date set forth in the contract or order form, unless terminated earlier as described in this Section 8. If you violate any provision of these Terms, these Terms automatically terminate. Sections 2, 3, 4, 5, 6, 7, 8 and 10 will survive the expiration or earlier termination of this EULA.

9. MODIFICATIONS

BlackSky reserves the right to change these Terms on a going-forward basis at any time. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Product. Modifications are effective upon your acceptance of the modified Terms. Except as expressly permitted in this Section 9, these Terms may be amended only by a written agreement signed by authorized representatives of BlackSky and you. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

10. MISCELLANEOUS

A. Any provisions of this EULA that conflict with U.S. Government regulations are hereby superseded by such U.S. Government regulations to the extent required by applicable law. If there are any inconsistencies or conflicts with any Term and the Ordering Agency's contract or purchase order, the contract or purchase order shall take precedence for such conflicting Term.

- B. Except as set forth in Section 10(A), this EULA and Your contract or purchase order, as applicable, sets forth the entire and exclusive understanding and agreement between you and BlackSky regarding your use of the Product.
- C. You may not assign or transfer this EULA or your rights under this EULA, in whole or in part, by operation of law or otherwise, without BlackSky's prior written consent. BlackSky may assign this EULA at any time without notice or consent.
- D. The failure to require performance of any provision will not affect BlackSky's right to require performance at any other time after that, nor will a waiver by BlackSky of any breach or default of this EULA, be a waiver of any subsequent breach or default or a waiver of the provision itself.
- E. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- F. This EULA is governed by and construed in accordance with the Federal laws of the United States and where no such law exists for the relevant issue to which such law is to be applied, the laws of the State of Washington, USA without regard to conflict of law principles.