

ICEYE PRODUCT AND SERVICE TERMS AND CONDITIONS

THESE PRODUCT AND SERVICE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) ARE APPLICABLE TO EACH CUSTOMER’S USE OF ICEYE PRODUCTS AND/OR SERVICES. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY ICEYE PRODUCTS AND/OR SERVICES.

These Terms and Conditions and related exhibits, schedules and attachments together with the applicable End User License Agreement identified in the Order Confirmation (the “**EULA**”) and any Order Confirmation delivered to a Customer for the license of Products and/or use of Services represent the entire agreement between ICEYE, as set forth in the Order Confirmation (“**ICEYE**”), and Customer for the license of Products and/or use of Services (collectively, the “**Agreement**”). The Agreement constitutes a legally binding contract between ICEYE and the Customer identified in the applicable Order Confirmation.

Upon ICEYE’s acceptance of an Order evidenced by delivery of an Order Confirmation to Customer or by Customer downloading, accessing or using any ICEYE Product or Service, Customer is accepting and agreeing to be bound by the Agreement. If you are entering into the Agreement on behalf of a company, government or any other type of legal entity, you represent that you have the authority to bind that entity to the terms and conditions of the Agreement.

1. DEFINITIONS. Capitalized terms used in the Agreement are defined in Exhibit A to these Terms and Conditions.

2. ORDER PROCESSING

2.1 Order Submission and Confirmation. Customer may order Products and/or Services by completing and submitting an Order via the ordering process designated by ICEYE from time to time. Following submission of an Order, ICEYE will review the request and if necessary conduct an internal feasibility assessment relating to collection, development and other terms and conditions associated with the requested Products or Services. ICEYE may accept the Order by countersigning such Order or otherwise mutually agreeing in writing with Customer (each, an “**Order Confirmation**”). The Order Confirmation shall at a minimum describe the Products and/or Services to be licensed or provided to Customer and the Fees payable to ICEYE for such Products and/or Services. ICEYE shall not be obligated to license any Products or provide any Services to Customer until Customer receives a valid Order Confirmation. Each unaccepted Order automatically expires fourteen (14) days following submission of the Order to ICEYE. ICEYE may accept or reject any Customer Order in its sole discretion.

2.2 Cancellation. Customer may cancel a submitted Order as specified in ICEYE’s standard SAR product guide available at <https://www.iceye.com/sar-data/documents>, as amended or replaced from time to time at ICEYE’s sole discretion.

2.3 Regulatory Approval. Customer understands that each Order or Order Confirmation may be subject to regulatory review and approval by a government authority after ICEYE’s receipt of Customer’s Order and ICEYE reserves the right, in its sole discretion, without liability or penalty, to

(a) modify any Order Confirmation as necessary to comply with any regulatory requirements or governmental authority’s instructions applicable to such Order Confirmation upon written notice to Customer or (b) terminate such Order Confirmation in accordance with Section 12.3 of these Terms and Conditions.

2.4 Conflicts. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and the provisions of an Order Confirmation or EULA, the provisions of these Terms and Conditions shall govern, unless the Order Confirmation expressly references the conflicting or inconsistent provision in these Terms and Conditions and provides that the provision in the Order Confirmation or EULA shall govern. In the event of any conflict or inconsistency between the provisions of an Order Confirmation and a EULA, the provisions of the EULA shall govern unless the Order Confirmation expressly references the conflicting or inconsistent provision in the EULA and provides that the provisions in the Order Confirmation shall govern.

3. PRODUCTS; SERVICES

3.1 Customer is responsible for determining which Products and Services best meet its needs. ICEYE reserves the right to (a) develop, collect, process, produce and provide the Products and Services to Customer using any combination of satellites, ground station and imagery processing infrastructure, hardware, software or delivery systems in ICEYE’s sole discretion and (b) discontinue developing, collecting, processing, producing, licensing or distributing any Product or Service and to modify, replace or add to the Product or Service at its discretion at any time.

3.2 End User License Agreement. Products and Documentation are licensed and not sold under the Agreement. These Terms and Conditions contemplate both Customer's acquisition of Products pursuant to an Order Confirmation (a) solely for the license of individual Products and/or (b) for Services to be provided by ICEYE to Customer which also require ICEYE to deliver Products as a Deliverable of the Services. Customer's use of the Products and Documentation, whether acquired directly by Customer or as a Deliverable that is part of a Service provided to Customer, will be governed by the End User License Terms or EULA identified in a Confirmation Order. The applicable EULA terms, conditions and restrictions are incorporated by reference into the Agreement.

3.3 Use of Affiliates and/or Subcontractors. ICEYE reserves the right to subcontract responsibility for performance of its obligations under the Agreement to ICEYE Affiliates and ICEYE contractors. To the extent ICEYE retains any such ICEYE Affiliates or ICEYE contractors, it shall remain responsible for the performance of ICEYE's obligations under the Agreement delegated to such ICEYE Affiliates and/or ICEYE contractors. Customer consents to ICEYE's use of such Affiliates and contractors to perform any of its obligations under the Agreement.

4. DELIVERY

4.1 Time of Delivery. Any delivery date and/or suggested end collection date set forth in an Order Confirmation is an estimate only. ICEYE will use commercially reasonable efforts to deliver any Product licensed under an Order Confirmation either directly to a Customer or as a Deliverable in connection with ICEYE's provision of Services to a Customer. ICEYE shall not be liable under the Agreement if it fails to deliver such Products in accordance with a delivery date or during any Services Subscription Term set forth in an Order Confirmation.

4.2 Method of Delivery. Products ordered pursuant to an Order Confirmation will be deemed delivered to a Customer when ICEYE notifies such Customer in writing (such as by an email to Customer's contact identified in an Order or in another manner) that the Products are available for Customer access and downloading via a secure facility established by ICEYE or by email or by another manner of delivery mutually agreed by ICEYE and Customer. All Products are deemed accepted by Customer upon such delivery.

5. FEES; EXPENSES

5.1 Fees. Customer agrees to pay ICEYE the Fees for the Products and/or Services set forth in an Order Confirmation (as it may be amended from time to time by mutual written agreement of the Parties). Unless otherwise provided in an

Order Confirmation, the Fees and any reimbursable expenses will be invoiced by ICEYE every two (2) weeks (or after completion of any audits) and shall be due within thirty (30) days after the invoice date. Any payments for invoices not being disputed in good faith by Customer and not received by the due date shall be subject to a late interest charge of 1.0% per month from the due date until paid or the maximum rate permitted by Applicable Law, whichever is lower.

5.2 Payment in Euros. All payment amounts referenced in the Agreement, an Order Confirmation or invoice, and all payments made by Customer thereunder, shall be in Euros unless otherwise expressly provided in an Order Confirmation.

5.3 Taxes. All Fees do not include any sales, use, value-added, foreign withholding or other taxes, duties, fees, excises or tariffs imposed on the licensing, sale or use of the Products and/or Services (collectively, "**Taxes**"). Customer is responsible for, and if applicable will reimburse ICEYE within thirty (30) days of request, all Taxes and any related penalties, except for taxes imposed on ICEYE's net income. If Customer is required to withhold or deduct Taxes from payments, the amount due and payable to ICEYE must still equal the Fees that would otherwise be payable had the Taxes not been withheld or deducted, and Customer must provide ICEYE with a receipt or other acceptable documentation from the applicable taxing authority evidencing the payment of the Taxes.

6. CONFIDENTIALITY

6.1 Confidential Information. The term "**Confidential Information**" means any material or information disclosed by either Party to the other Party either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, material or information relating to such Party's research, development, know-how, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information or trade secrets), which is designated as "Confidential," "Proprietary" or some similar designation, or other information, the confidential or proprietary nature of which is reasonably apparent under the circumstances. A Party's Pre-Existing IP is Confidential Information whether or not designated as "Confidential," "Proprietary" or a similar designation.

6.2 Confidentiality. Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except to exercise its rights and perform its obligations under the Agreement herein, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the Parties 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 the other Party. Notwithstanding the above, the receiving Party 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 the Agreement. The receiving Party shall be responsible for the breaches of confidentiality obligations by its Representatives. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

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

7. INTELLECTUAL PROPERTY; PROPRIETARY MARKS AND LEGENDS

7.1 Ownership of Intellectual Property and Technology. Each Party shall be the sole owner of (a) all Intellectual Property Rights, and (b) satellites, ground stations, imagery processing or production hardware and software systems, code, scripts, software programs, documentation, reports, materials, technology and other embodiments of Intellectual Property Rights (as defined below), in each of cases (a) and (b), owned by it prior to the relevant Order Confirmation Date relating to the Products and/or Services ordered (collectively, "**Pre-Existing IP**"). As between the Parties, ICEYE owns and shall continue to be the exclusive owner of all right, title and interest in and to (x) the Data, Products and Documentation, (y) the ICEYE Confidential Information, ICEYE's Pre-Existing IP and any

Intellectual Property Rights owned, developed or created by ICEYE during the Term of the Agreement, and (z) derivative works of the subject matter described in clause (x) (other than Customer Proprietary Materials and Data Derivatives) and (y) ((x), (y) and (z) collectively, "**ICEYE IP**") and nothing set forth herein or in any Order Confirmation or EULA is intended to grant to Customer any ownership interest in ICEYE IP. Customer shall be the exclusive owner of all right, title and interest in and to any Customer Proprietary Materials and Data Derivatives created by Customer in accordance with the EULA.

7.2 Deliverables. If an Order Confirmation provides that ICEYE will provide Services to a Customer, any reports, analyses, software, technology, materials and other deliverables, including, without limitation, Products or Documentation, in connection with the provision of such Services that ICEYE makes available to Customer shall be treated as deliverables under the Agreement (collectively, "**Deliverables**"). ICEYE shall be the sole and exclusive owner of all right, title and interest in and to (a) any Deliverables that are comprised of Data, Products and Documentation; (b) any and all ICEYE IP used to create Deliverables; and (c) any ICEYE IP embodied in Deliverables. Customer may use the Deliverables for End User's Internal Use and not for any other purpose unless otherwise expressly provided in the relevant Order Confirmation. ICEYE will make the Deliverables available to Customer via a manner mutually agreed by the Parties.

7.3 Customer Furnished Materials License. Customer grants to ICEYE during the Term a revocable, non-transferable, non-exclusive, royalty-free, right and license (without the right to sublicense) to use, copy, modify, and make derivative works of materials furnished by Customer (collectively, "**Customer Furnished Materials**") to ICEYE solely to the extent and for the purpose of providing the Products and/or Services. Unless otherwise agreed in writing by the Parties, ICEYE shall cease all use of the Customer Furnished Materials upon expiration or earlier termination of the Term. Except as set forth in this Section 7.3, Customer retains all right, title and interest in and to the Customer Furnished Materials.

7.4 Customer Marks License. Customer grants to ICEYE during the Term a revocable, non-transferable, nonexclusive, royalty-free, right and license (without the right to sublicense except as set forth herein) to use the trademarks, service marks, design marks, and logos of Customer (collectively, "**Customer Marks**") to the extent they are included in the Customer Furnished Materials for the purpose of providing the Products and/or Services pursuant to the Agreement. ICEYE shall not sublicense its rights hereunder to third parties without Customer's prior written consent. ICEYE agrees that the Customer Marks and the goodwill associated therewith are and shall remain the sole property of Customer. ICEYE's

use of the Customer Marks shall inure solely to the benefit of Customer.

7.5 Proprietary Rights Legend. Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by ICEYE on or in the Products or any Deliverables and will ensure that all notices are reproduced on all copies. Unless otherwise stated in an Order Confirmation, (a) all Derivatives (other than Data Derivatives) created by Customer must include the following copyright notice on or adjacent to the Derivative: [Product] © [YEAR] ICEYE ; and (b) Customer shall display the following language on or adjacent to Data Derivatives created by Customer: [Data Derivative] Powered by ICEYE.

7.6 No ICEYE Trademark License. Except as required in Section 7.5 above, Customer may not use the trademarks, service marks, trade name, domain name or other source identifiers of ICEYE, or its Affiliates or suppliers, without the express written consent of ICEYE.

7.7 Customer Feedback or Input. ICEYE may utilize for any purpose all ideas, suggestions, improvements, or the like (“Input”) that Customer provides to ICEYE with respect to any of the Data, Products, Documentation, Services or Deliverables without any obligation to Customer. Any and all upgrades, updates, developments, modifications, changes, alterations, edits, conversions, improvements or the like made to the Data, Products, Documentation, Services or Deliverables by ICEYE based on the Input provided by Customer, whether or not used by ICEYE, shall become the exclusive property of ICEYE.

8. AUDIT RIGHTS. ICEYE reserves the right to audit Customer’s use of the Data, Products, Documentation, Deliverables and ICEYE Marks provided to Customer pursuant to the Agreement no more than twice per calendar year at ICEYE’s expense. If such audit reveals that Customer is not using such Products, Documentation, Deliverables and ICEYE Marks in accordance with the terms and conditions of the Agreement, (a) Customer shall promptly cease such unauthorized use or take such other action as is necessary to comply with the Agreement; (b) ICEYE may invoice Customer to pay the amounts necessary to rectify any underpayments, together with interest thereon; (c) ICEYE may recover the costs of the audit from Customer if the audit determines that Customer’s underpayment equals or exceeds five (5) percent for any calendar quarter during the Term or that Customer breached a material obligation under the Agreement; and (d) terminate the Agreement or an Order Confirmation in accordance with Section 12 of the Agreement. ICEYE may invoice Customer for payment of any amounts due under this Section 8. Customer must pay these invoices within thirty (30) days following the date of invoice. Such auditing rights will extend throughout the Term of the Agreement and continue for a period of one (1) year after the expiration or termination of the Agreement.

9. COMPLIANCE

9.1 Export Controls and Restrictions. Customer shall, and shall cause Customer Personnel to, comply, and will assist ICEYE in complying, with all Applicable Laws restricting the export and re-export of Products, Derivatives and/or Documentation. Customer 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 Customer nor its Affiliates, or any Customer 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. Customer shall not distribute Products, Derivatives or Documentation to Customer 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. More information about these lists can be found at:

<http://data.europa.eu/euodp/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>

<https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets>

<https://www.export.gov/article?id=Consolidated-Screening-List>.

9.2 Foreign Corrupt Practices Act; Anti-Bribery Provisions. Customer and Customer Personnel, have conducted with respect to the activities contemplated by the Agreement, and shall during the Term of the Agreement, conduct all of their activities in compliance with the U.S. Foreign Corrupt Practices Act (“FCPA”), UK Bribery Act and the substantive provisions of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions dated 21 November 1997 (the “**OECD Convention**”) as well as any amendments thereto. In connection with any activities contemplated by the Agreement, Customer and Customer Personnel have not and will not make or provide any payments or gifts or any offers or promises of any kind, directly or indirectly, to any official of any government or to any official of any agency or instrumentality of any government, or to any political party or to any candidate for political office (the foregoing individually and collectively referred to as “**Government Official**”) that are prohibited by the FCPA, UK Bribery Act or the OECD. Customer warrants that it has not, and Customer Personnel have not, and will not pay or offer, directly or indirectly, any commission or finders or referral fee to any person or entity in connection with its activities relating to Customer, unless it has obtained prior written agreement thereto from ICEYE.

9.3 Government Imposed Restrictions. The Parties’ rights and obligations created hereunder are expressly made subject to any rights, obligations, limitations and restrictions imposed on ICEYE (or any ICEYE Affiliate involved in any way with the generation of Data, Products or Documentation) or any governmental authority having jurisdiction over the Data, Products and Documentation, including, without limitation, limitations and restrictions on ICEYE’s collection and distribution of Data, Products or Documentation.

9.4 Government Notices. To the extent required by any government approvals, authorizations or licenses or Applicable Law applying to ICEYE’s licensing of the Products and/or provision of Services to the Customer, ICEYE may provide notice to government authorities of the existence and terms and conditions of the Agreement and/or any individual Order Confirmation contemplated between ICEYE and Customer.

9.5 General. In addition to the above, Customer will assist ICEYE in complying with all other Applicable Laws. Customer shall not knowingly do business with criminal organizations, terrorist organizations or other people or groups, either directly or indirectly, that are likely to use the Data, Products, Documentation and any Derivatives for purposes that are illegal or adverse to the interests of a country or ICEYE generally. In cases where Customer is

uncertain as to the possible impact of a potential transaction or relationship, it shall consult with ICEYE in advance.

9.6 Customer Certification. From time to time, but not less than annually, Customer agrees to certify its compliance with the terms, conditions and its obligations set forth in the Agreement in a form agreeable to ICEYE.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 Authority; No Conflict; Compliance with Laws. Each Party represents, warrants and covenants to and with the other Party that (a) it has the authority to enter into individual Order Confirmations and the Agreement and to perform all of its obligations under the Agreement; (b) the Agreement does not violate or conflict with any other agreement to which it is a party; and (c) it shall perform its obligations under the Agreement in compliance with all Applicable Laws.

10.2 Performance. ICEYE represents, warrants and covenants to Customer that the Services shall be performed by qualified ICEYE employees and/or ICEYE contractors in a professional and workmanlike manner.

10.3 No Notice of Infringement. ICEYE represents and warrants to Customer that it has not received any written notice from a third party alleging that the Data, Products, Documentation and/or Services or the anticipated Deliverables infringe upon or otherwise violate such party’s Intellectual Property Rights.

10.4 DISCLAIMER OF WARRANTIES. EXCEPT AS PROVIDED IN SECTIONS 10.1 THROUGH 10.3 ABOVE, CUSTOMER 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 DATA, PRODUCTS, DOCUMENTATION, SERVICES AND ANY RELATED DELIVERABLES BEING SUPPLIED BY ICEYE TO CUSTOMER HEREUNDER. 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 DATA, PRODUCTS, DOCUMENTATION, SERVICES AND RELATED DELIVERABLES TO BE SUPPLIED TO CUSTOMER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, DESIGN, FITNESS FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT OR THAT THE DATA, PRODUCTS, DOCUMENTATION, SERVICES OR ANY RELATED DELIVERABLES WILL BE ERROR FREE OR NON-DEFECTIVE,

EVEN IF ICEYE HAS BEEN INFORMED OF SUCH PURPOSE.

ANY AND ALL DATA, PRODUCTS AND DOCUMENTATION ARE SUPPLIED TO CUSTOMER ON AN “AS IS” BASIS AND ICEYE ASSUMES NO RESPONSIBILITY OR LEGAL LIABILITY FOR THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF SUCH DATA, PRODUCTS OR DOCUMENTATION OR ANY SERVICES AND RELATED DELIVERABLES OR FOR DELAYS OR INTERRUPTIONS IN SUPPLYING OR DELIVERING SUCH DATA, PRODUCTS, DOCUMENTATION, SERVICES AND RELATED DELIVERABLES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ICEYE OR ICEYE’S AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTY FOR THE DATA, PRODUCTS, DOCUMENTATION, SERVICES AND/OR DELIVERABLES BEING SUPPLIED PURSUANT TO THE AGREEMENT OR ANY ORDER CONFIRMATION.

11. INDEMNIFICATION

11.1Indemnity by ICEYE. ICEYE shall indemnify, defend and hold Customer harmless against any liability, damage, claim, or any litigation cost or expense (including, but not limited to, reasonable attorneys' fees and expenses), arising out of any third party claim brought against Customer alleging that the Products, Documentation, Services or Deliverables, as supplied by ICEYE and used in accordance with the Agreement, infringes any Intellectual Property Right of any third party after the relevant Order Confirmation Date. ICEYE shall have no liability to the extent the alleged infringement arises from (a) alterations, changes or enhancements to the Products, Documentation, Services or Deliverables made by Customer or any third party, (b) Customer use of the Products, Documentation, Services or Deliverables supplied by ICEYE, (c) Customer’s use of the Products, Documentation, Services or Deliverables to create a Derivative, as part of a Derivative created by Customer, or in combination with Customer Proprietary Materials, products or services not supplied by ICEYE provided that the claim would not have arisen in the absence of such use involving a Derivative created by Customer or combination with Customer Proprietary Materials, products or services not supplied by ICEYE, or (d) use of the Products, Documentation, Services or Deliverables by Customer in a manner for which the Products, Documentation, Services or Deliverables was neither designed nor contemplated, as evidenced by any Documentation.

11.2Infringement Actions. In the event of an infringement action against Customer with respect to the Products, Documentation, Services or Deliverables, or in the event ICEYE believes such a claim is likely, ICEYE may, at its option (i) appropriately modify the Products, Documentation, Services and/or Deliverables licensed or provided hereunder, or substitute other non-infringing

Products, Documentation, Services and/or Deliverables so long as such modification or substitution does not materially alter the functionality of the Products, Documentation, Services and/or Deliverables; or (ii) obtain a license with respect to the applicable third party intellectual property rights. In the event neither of the foregoing alternatives is commercially practicable, ICEYE shall have the right to terminate the Agreement, Order Confirmation and EULAs and Customer’s licenses under the Agreement. **THE OBLIGATIONS SET FORTH IN SECTION 11.1 AND THIS SECTION 11.2 SHALL CONSTITUTE ICEYE’S ENTIRE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT CLAIM.**

11.3Indemnification by Customer. Customer shall indemnify, defend and hold harmless ICEYE from and against any third party claim, damage, liability, or expense (including but not limited to reasonable attorneys’ fees and expenses) to the extent that such claim arises out of Customer’s (a) access, use and support, if applicable, of the Products, Derivatives created by Customer Personnel, Documentation, Services or Deliverables; (b) breach of the Agreement; (c) use of Customer Proprietary Materials that infringe any Intellectual Property Right of any third party after the relevant Order Confirmation Date or (d) violation of Applicable Laws.

11.4Indemnification Procedures. If any Party entitled to indemnification under this section (an **“Indemnified Party”**) makes an indemnification request to the other, the Indemnified Party shall permit the other Party (the **“Indemnifying Party”**) to control the defense, disposition or settlement of the matter at its own expense; provided that the Indemnifying Party shall not, without the consent of the Indemnified Party, enter into any settlement or agree to any disposition that imposes an obligation on the Indemnified Party that is not wholly discharged or dischargeable by the Indemnifying Party, or imposes any conditions or obligations on the Indemnified Party other than the payment of monies that are readily measurable for purposes of determining the monetary indemnification or reimbursement obligations of the Indemnifying Party. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which the Indemnifying Party is responsible and shall reasonably cooperate with the Indemnifying Party to facilitate defense of any such claim. An Indemnified Party shall at all times have the option to participate in any matter or litigation, including but not limited to participation through counsel of its own selection, if desired, the hiring of such separate counsel being at Indemnified Party’s own expense.

12. TERM; TERMINATION; REMEDIES

12.1Term. Unless earlier terminated in accordance with the provisions set forth herein, the term of the Agreement shall begin on the Order Confirmation Date and shall

continue until an Order Confirmation expires or is terminated in accordance with the Order Confirmation and/or this Section 12 (the “**Term**”). Unless otherwise indicated in the applicable Order Confirmation, Customer’s license to use the Products delivered under an Order Confirmation shall begin upon delivery of the applicable Products and continue for the term set forth in the applicable Order Confirmation or EULA. Customer’s right to receive the Services and any related Deliverables, including, without limitation, Products that are supplied in connection with ICEYE’s performance of Services, shall begin upon the Order Confirmation Date and continue for the Services Subscription Term or other term set forth in the applicable Order Confirmation unless terminated in accordance with the Agreement.

12.2 Termination for Cause. If either Party materially breaches a Party’s obligation under the Agreement and, if the breach is curable, fails to cure such breach within thirty (30) days after receiving notice of such breach from the other Party or such other time period as agreed by the Parties in writing, the non-breaching Party may, in its sole discretion, suspend performance under or terminate the applicable Order Confirmation and/or the Agreement by providing written notice thereof. If either Party materially breaches the Agreement and, if the breach is curable, fails to cure such breach within thirty (30) days after receiving notice of such breach from the other Party or such other period as agreed by the Parties in writing, the non-breaching Party may terminate the Agreement and all Order Confirmations hereunder by providing written notice thereof.

12.3 Termination Due to Failure of Required Government Approval, Loss of License or Regulatory Action. The Agreement or an individual Order Confirmation may also be terminated, in whole or in part, without liability or penalty by ICEYE immediately upon written notice in the event: (a) if ICEYE fails to obtain any required government approvals of the Agreement or such Order Confirmation; (b) ICEYE’s approval, authorization, certification or license from a government authority necessary to operate a SAR satellite, ground station and processing system or perform its obligations under the Agreement or such Order Confirmation is terminated or suspended; or (c) if a government authority limits or restricts ICEYE from collecting, downlinking and/or distributing Data, Products, Documentation, Services and/or Deliverables to be supplied under the Agreement or an Order Confirmation.

12.4 Termination Due to Force Majeure. This Agreement or an Order Confirmation may also be terminated, in whole or in part, by ICEYE without liability or penalty on thirty (30) days prior written notice to the Customer if ICEYE’s failure, delay or default in performance under an Order Confirmation or the Agreement is attributable to or caused by a force majeure event continuing for more than one hundred and eighty (180) days after

written notice of such force majeure event is received by the Customer.

12.5 Effects of Termination.

The termination or expiration of one Order Confirmation shall not affect another Order Confirmation still in effect and not yet expired or terminated. The provisions of the Agreement shall continue to govern the Order Confirmation still in effect until its termination or expiration.

If an Order Confirmation expires or terminates, Customer’s right to continue using any Products, Documentation or Deliverables licensed under the Agreement shall be set forth in the applicable Order Confirmation and/or EULA.

12.6 Return of Confidential Information; Property.

Customer Confidential Information. Upon the termination or expiration of an Order Confirmation or the Agreement or upon the request of Customer, ICEYE agrees to cease use of, to return to Customer or destroy the original version of, and to delete or destroy all copies of (and upon request from Customer, provide a written certification to Customer of such deletion or destruction), any and all Customer Confidential Information, or other proprietary materials furnished by Customer pursuant to the Agreement, except where the Services include data analysis, in which case ICEYE shall have the right to retain a copy of the analysis, and the underlying data.

ICEYE Confidential Information. Upon termination or expiration of an Order Confirmation or the Agreement, Customer 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 ICEYE Confidential Information and other proprietary materials and information.

12.7 Survival. The terms and conditions of the Agreement that would, by their nature, survive the expiration or termination of the Agreement, including, without limitation, the following Sections and subsections of these Terms and Conditions: 3.2 (End User License Agreement), 3.4 (Conflicts), 5 (Fees), 6 (Confidentiality), 7 (Intellectual Property), 8 (Audit Rights), 9 (Compliance), 10 (Representations, Warranties and Covenants), 11 (Indemnification), 12 (Term and Termination; Remedies), 13 (Notice), 14 (Independent Contractors), 15 (Limitation of Liability) and 16 (General) shall so survive the expiration or termination of the Agreement for any reason.

13. NOTICE

General notices shall be given by electronic mail to

Customer's email address on record or to ICEYE at legal@iceye.com. Any legal or dispute notice required by the Agreement must be in writing and shall be deemed to have been given effective upon receipt if sent by first class mail (postage prepaid), overnight carrier, or personal delivery, addressed: (i) if to Customer, to the attention of its point of contact identified in the Order Confirmation; (ii) if to ICEYE, to the point of contact identified in the Order Confirmation; or (iii) at such other addresses the Party to be notified has designated upon reasonable notice.

14. INDEPENDENT CONTRACTORS

In connection with ICEYE's supply of the Products, Documentation, Services or Deliverables pursuant to the Agreement, each Party is an independent contractor, is not an agent, employee, joint venturer or partner of the other, and is not authorized to act on behalf of the other. ICEYE personnel shall at all times and for all purposes be deemed not to be employees of Customer.

15. LIMITATION OF LIABILITY.

15.1 IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, PRODUCTS, DOCUMENTATION, SERVICES OR DELIVERABLES, INACCURACY OF DATA, PRODUCTS, DOCUMENTATION, SERVICES OR DELIVERABLES, LOSS OF ANTICIPATED REVENUE OR PROFITS, COST OF PROCUREMENT OF SUBSTITUTE DATA, PRODUCTS, DOCUMENTATION, SERVICES OR DELIVERABLES, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT SHALL THE TOTAL LIABILITY OF ICEYE, ITS AFFILIATES AND ITS SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ICEYE HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CUSTOMER'S CLAIM OR CAUSE OF ACTION. THE FOREGOING LIMITATIONS APPLY TO ALL CLAIMS AND CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS AND STATUTORY CLAIMS. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ON POTENTIAL LIABILITIES ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT.

15.2 Exceptions. The limitations on liability in Section 15.1 above do not apply to (a) third party claims required to be indemnified pursuant to Section 11 of these Terms and Conditions; or (b) breaches of Sections 3.2 (End User License Agreement), 6 (Confidential Information) and 7 (Intellectual Property) of these Terms and Conditions.

16. GENERAL

16.1 Entire Agreement. These Terms and Conditions, associated Order Confirmations, EULA's and exhibits and attachments (all of which are incorporated herein by this reference) constitute the entire agreement between the Parties 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 these Terms and Conditions and the EULA, provided, however, that the Terms and Conditions and EULA in effect with respect to an individual Order Confirmation may not be changed after the relevant Order Confirmation Date by either Party unless mutually agreed in writing signed by authorized representatives of both Parties.

16.2 Severability. In the event any provision of an Order Confirmation or the Terms and Conditions is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Order Confirmation or Terms and Conditions.

16.3 Governing Law. The Agreement, and 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 the Agreement, or the negotiation, execution or performance of the Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with the Agreement or as an inducement to enter into the Agreement), shall be governed by, and enforced in accordance with, the internal laws of the country set forth in the table below, including its statutes of limitations. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

Domicile of Customer	Governing Law	Dispute Resolution Location and Forum Administering the Arbitration
Finland, any country in the Europe, Middle East or Africa regions	Finland	Helsinki, Finland; under the Arbitration Rules of the Finland Chamber of Commerce
Any country in North America, Central America or South America regions	New York	New York, New York; under the American Arbitration Association Standard Arbitration Rules
Any country in the Asia Pacific and Oceania regions	Singapore	Singapore; under the rules of the Singapore International Arbitration Centre ("SIAC")

16.4 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 16.6 hereof, all disputes, claims or controversies between ICEYE and the Customer arising out of, relating to or in connection with the Agreement shall be resolved exclusively by binding arbitration at the location and dispute forum and rules set forth in the table above corresponding to the Customer's country of domicile. The arbitration shall be conducted in English before a single arbitrator. Within ten (10) days of written notice by one Party to the other of a decision to arbitrate a dispute, the Parties shall use their best efforts to choose a mutually agreeable arbitrator. If the Parties cannot agree on an arbitrator, the arbitrator shall promptly be selected by the arbitral body administering the arbitration. Each Party shall bear its own expense of arbitration, unless otherwise determined by the arbitrator. The arbitrator's award shall be final, binding and non-appealable and subject to the limitations and exceptions on a Party's liability expressly set forth in Section 15 of these Terms and Conditions. Each of ICEYE and Customer irrevocably submits to the exclusive jurisdiction of the applicable arbitral forum.

16.5 Assignment. Customer shall not assign the Agreement, or assign, subcontract or delegate any of its rights or obligations pursuant to the Agreement (for purposes of this Section 16.5 "assign" shall include, without limitation, any transfer or assignment pursuant to a change in control, including a sale or transfer of a majority interest,

a merger, by operation of law, or otherwise, or a sale of all or substantially all of Customer's assets) without providing ICEYE with thirty (30) days' prior written notice of such assignment, transfer or delegation and provided that (a) the Customer is not in breach of any of its obligations under the Agreement and (b) such assignee, transferee or delegatee assumes all of Customer's obligations under the Agreement. Any attempted assignment, transfer or delegation without such prior written notice and/or the fulfillment of the conditions set forth in this Section 16.5 shall be of no force or effect.

16.6 Specific Performance; Injunctive Relief. Each Party recognizes that the other Party would suffer irreparable harm if such Party breached its obligations under the Agreement 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 16.4, 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 Agreement.

16.7 Waiver. Waiver by any Party of strict performance of any provision of the Agreement 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.

16.8 Force Majeure. Notwithstanding anything else in the Agreement, and except for the obligation to pay money, no default, delay or failure to perform on the part of either Party shall be considered a breach of the Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the Party charged with a default, delay or failure to perform, including, without limitation, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities, government imposed restrictions or limitations on collection, processing and/or distribution of SAR satellite imagery, Data, Products or Services (or Derivatives thereof), any failure or delay caused by any national telecommunications network or Internet hardware or software infrastructure, systems or components thereof, any failure, delay or default by (a) an ICEYE Contractor, including, without limitation, ground station and infrastructure service providers, in connection with performance of services for ICEYE or (b) a public carrier, if ICEYE's delivery of Products or Services to Customer is dependent on such ICEYE's Contractor's services or the performance of such common carrier, medical crisis or epidemics, war, military action, acts of terrorism, embargoes, severe weather, fire, earthquakes, acts of God or the public

enemy, nuclear disasters, partial or total loss, failure, malfunction, anomaly or delay of an ICEYE satellite or other Data supplier's satellite, any partial or total loss, failure, malfunction, anomaly or delay of any ground station, imagery processing system or other Data collection or gathering systems (each, an event or circumstance of "force majeure"). A Party claiming the occurrence of a force majeure event shall promptly notify the other Party in writing and describe the circumstances giving rise to the force majeure event and will be excused from further performance or observance of the obligation(s) so affected for as long as the force majeure circumstances apply and such Party continues to use commercially reasonable efforts to recommence performance to whatever extent possible without delay.

16.9 Counterparts. The Agreement and any Order Confirmation may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

16.10 Controlling Language. The terms and conditions of the Agreement are drafted in the English language only. The English language version of the Agreement shall be the controlling language and binding on the Parties in all respects. All versions of the Agreement in any other language are for the convenience of Customer only and will not be binding on the Parties.

16.11 Publicity. Customer authorizes ICEYE to (a) list Customer's name and logo and a high-level description of the Services in ICEYE's published client list (including on ICEYE's website), (b) issue a press release upon execution of an applicable Order Confirmation announcing the supply of Products or Services to Customer after review and approval by Customer, such approval not to be unreasonably withheld and (c) reference in sales presentations, speeches, marketing materials, press conferences, interviews, industry and academic publications, and other public media Customer's name and the results of ICEYE's Products or Services. Notwithstanding the foregoing, upon request from Customer, ICEYE shall dissociate or de-identify Customer from any description or report of the results of its Products or Services. Such dissociation or de-identification, however, shall not prevent ICEYE from identifying the Customer as a customer of ICEYE or prevent ICEYE from disclosing the results of its Products or Services as long as no Customer Confidential Information is disclosed.

EXHIBIT A

Definitions

"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) 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.

"Agreement" means the agreement between ICEYE and Customer which is comprised of collectively the Order Confirmation, these Terms and Conditions, the EULA and all exhibits and attachments thereto containing the rights and obligations of the Parties with respect to the ordering and use of the Products and/or Services.

"Applicable Laws" includes all relevant laws, regulations, rules, orders, and decrees and authorizations including without limitation, those (i) 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), (ii) 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, and (iii) all other relevant laws, regulations, rules, orders and decrees that affect how the End User conducts its business including those 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...

"Confidential Information" has the meaning given to such term in Section 6 of these Terms and Conditions.

"Customer" means that individual, legal entity or government agency identified as "Customer" on the applicable Order Confirmation.

"Customer Furnished Materials" and **"Customer Marks"** has the meaning given to such terms in Section 7 of these Terms and Conditions.

"Customer Proprietary Materials" means Customer Pre-Existing IP and Customer proprietary materials contributed to a Product, Derivative or Documentation under a EULA, but excluding any ICEYE IP.

"Customer Order Confirmation Date" means the date an Order was accepted by ICEYE as indicated in an Order Confirmation.

“Customer Order Submission Date” means the date an Order was submitted to ICEYE as indicated in an Order.

“Customer Personnel” means a Customer’s directors, officers, employees, contractors and consultants.

“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.

“Data Derivative” means a Derivative of the Product created by Customer that (a) does not retain any (i) pixels of source SAR satellite imagery and (ii) sensor configuration, sensor geometry and satellite ephemeris information which describes or qualifies the source SAR satellite imagery; and (b) is technically irreversible and unable to be reverse engineered by Customer or End User to recreate the source SAR satellite imagery or information described in subsections (a)(i) and (ii) immediately above.

“Deliverables” has the meaning given to such term in Section 7.2 of these Terms and Conditions and could include, without limitation, any Products or Documentation and governed by the EULA and licensed to Customer in connection with ICEYE’s provision of Services to a Customer.

“Derivative” means (a) any goods or products in tangible, digital, electronic or other form that are created or developed from Data or Products by Customer Personnel; and/or (b) any addition, improvement, update, modification, transformation or derivative work of or to Data or a Product, including, without limitation, reformatting of the Data or Product into a different format or media from which is delivered to Customer End User; any addition or extraction of data, information or other content to or from the Product, or any copy or reproduction of the Data or Product, performed by Customer Personnel.

“Documentation” means the user manuals and similar materials licensed to End User by ICEYE pursuant to the Agreement.

“End User” means Customer Personnel who are expressly authorized by Customer to use the Products, Documentation and/or Deliverables on behalf of Customer and who or which is under a written obligation to Customer to maintain the confidentiality of the ICEYE Confidential Information and not disclose the Products, Derivatives, Documentation and/or Deliverables to any third parties except as permitted in an applicable EULA.

“End User License Agreement” or “EULA” means the end user license terms, conditions and restrictions applicable to

Customer’s and End Users’ access to and use of the Data, Products, Derivatives created by either Party, Documentation and any Deliverables as specified in the Order Confirmation.

“Estimated Delivery Date” means that date identified as the estimated delivery date for a Product in an Order Confirmation.

“Fees” means the fees payable by the Customer to ICEYE for the Products and/or Services as set forth in an Order Confirmation exclusive of any Taxes.

“Indemnified Party” and **“Indemnifying Party”** has the meaning given to such terms in Section 13 of these Terms and Conditions.

“Intellectual Property”, “IP” and “Intellectual Property Rights” has the meanings given to such terms in Section 7 of these Terms and Conditions.

“Intellectual Property” or “IP” shall mean, but is not limited to, any and all inventions, discoveries, works of authorship, trade secrets, know-how, trademarks, service marks, Data, Products, satellites, ground station and imagery processing infrastructure and hardware and software systems, services, products, processes, and procedures, and all modifications, derivative works and improvements of the foregoing, and all other embodiments of Intellectual Property Rights, including, but not limited to, software (object code, source code and modification thereof), software documentation, technology, designs, plans, ideas, concepts, specifications, algorithms, reports, content (including without limitation, satellite imagery data processing methodologies and processes, rules, code, and terminologies), data, data analytics, and devices.

“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.

“Order” means Customer’s written order for Products and/or Services submitted to ICEYE for approval using ICEYE’s standard order form and process, as such form and process may be modified by ICEYE from time to time.

“Order Confirmation” means ICEYE’s written acceptance of a Customer’s Order for Products and/or Services as described in Section 2.1 of the Agreement.

“Order Confirmation Date” means the ICEYE Order Confirmation Date expressly set forth in an Order Confirmation delivered to Customer or as otherwise mutually agreed in writing by the Parties.

“Pre-Existing IP” has the meaning given to such term in Section 7.1 of these Terms and Conditions.

“Product(s)” means the Data, processed Data and other products, including, without limitation, any Derivatives created by ICEYE, licensed by ICEYE to Customer for the Fees as described in an individual Order Confirmation.

“Representatives” has the meaning given to such term in Section 6.2 of these Terms and Conditions.

“Services” means the services offered by ICEYE to Customer for the Fees as described in an individual Order Confirmation.

“Subscription Services Term” means the term or period of performance of Services, including, without limitation, Products delivered to Customer as part of a Service offered on a subscription basis, provided by ICEYE to Customer under the Agreement.

“Taxes” has the meaning set forth in Section 5.4 of these Terms and Conditions.

“Term” has the meaning set forth in Section 12.1 of these Terms and Conditions.

-- END OF PRODUCT AND SERVICE TERMS AND CONDITIONS

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