

## **UPSTREAM TECH LENS™ END USER LICENSE AGREEMENT**

This End User License Agreement (the “EULA”) applies to your use of the Lens platform (the “Platform”) licensed from Upstream Tech Inc. (“Company”). This EULA is entered into by Company, whose principal place of business is 444 Somerville Ave, Somerville, MA 02143 USA, and you (“Customer”). This EULA contains the general terms relating to Customer’s access to and use of the Platform. Where Customer has purchased commercial use rights (as opposed to evaluation use rights) to the Platform, Customer’s Master Service Agreement (“MSA”) sets forth the terms pursuant to which Customer purchased such license rights.

By signing or otherwise indicating acceptance of a MSA or downloading, accessing or using the Platform, you accept and agree to be bound by this EULA. If you are entering into this EULA on behalf of a company, other legal entity or government agency, you represent that you have the authority to bind that entity to the terms and conditions of this EULA. Capitalized terms used in this EULA are defined in Section 1, or where not defined in Section 1, have the definitions given in the MSA.

### **TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

- 1.1. “Content” means any imagery, data, derived or value-added product, service, analysis, tool, or work licensed by Company to Customer under the terms of this EULA and the MSA, including, without limitation, information products and digital data sets.
- 1.2. “Affiliation Group” means members and chapters of affiliated non-governmental organizations that pay membership fees to Customer and receive services from Customer that are provided independent of the Platform and Services provided by Company, in addition to access to the Content.
- 1.3. “End User” means any ONE of the following that accepts the terms of this EULA and is supplied with Content: one individual; one company, corporation, utility, not including subsidiaries, affiliates, or representative offices; one member of an Affiliation Group; one office or department of a civilian national agency/ministry at the cabinet level; one civilian national agency/ministry below the cabinet level; one office or department of a branch of a national military; one office or department of a national defense agency, national intelligence agency, or unified command; one federated state or provincial agency/ministry, county, or local government; one non-governmental organization or nonprofit organization within a single country; one educational organization within a country; one office or department within an international organization, institution, or agency, including the United Nations or European Union; or any one entity or equivalent to any of the entities listed above.
- 1.4. “Third Party Content” means the content of certain third parties which Company may make available to Customer via the Platform.
- 1.5. “Third Party Content Provider(s)” has the meaning set forth in Section 5.

#### **2. SERVICES AND SUPPORT**

- 2.1. Subject to the terms of this EULA, Company will use commercially reasonable efforts to provide Customer the Content or Services via the Platform or as otherwise agreed in accordance with the service levels, if any, and as specified in the applicable Order Form or Scope of Work. As part of the registration process, Customer will identify an administrative user name and password for Customer’s account on the Platform. Customer is solely responsible for any and all access and

use of the Platform that occurs using the administrative user name and password for Customer's account, and shall restrict access to the account. Customer agrees to immediately notify Company of any unauthorized use of Customer's account, or any other breach of security known to Customer. Company reserves the right to refuse registration or cancel passwords if usage is deemed by Company to be inappropriate. Content or Services will be deemed delivered when first made available for access via the Platform, or when actually delivered if no Platform access is granted. Company shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

- 2.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services as specified in the applicable Order Form or Scope of Work.

### **3. ACCEPTANCE OF LICENSING TERMS**

- 3.1. Customer and End Users covered by this EULA agree to be bound by the terms of this EULA by doing any of the following: accepting, wholly or partially, a quote for the supply of the Content or Services; agreeing in writing to the terms of this EULA; downloading, installing, or using the Content on a computer or other electronic device; retaining the Content for more than five days following receipt; or accessing the Content either through Customer's account or, if a different delivery mechanism is selected, opening the package containing the Content.
- 3.2. A license granted under this EULA is non-sublicensable and non-transferable, unless otherwise approved in writing by Company. Company reserves all rights not expressly granted by this EULA or other signed writing between the parties, and no other rights are implied, by estoppel or otherwise.

### **4. GRANTED LICENSE AND PERMITTED USES**

- 4.1. In consideration of the mutual covenants herein and for other good and valuable consideration, and conditioned upon Customer's acceptance of and compliance with all terms of this EULA, Company grants Customer and its End Users a limited, nonexclusive, non-sublicensable, non-transferable license during the Term to make unlimited copies of the Content, for internal use only, with the proper copyright conspicuously displayed: "Includes material © [Year] Upstream Tech and [Third Party Content Provider]. All rights reserved."; and make the Content available to consultants and contractors working on Customer's behalf and under Customer's supervision, provided that such consultants and contractors are subject to written agreements: (i) limiting their use of the Content solely for Customer's benefit and with no right to sublicense or otherwise transfer such Content to a third party; and (ii) requiring that the Content be destroyed upon completion or earlier termination of the consultant's or contractor's provision of services on Customer's behalf..
- 4.2. Company may grant Customer the right to use the Platform and/or the Content for evaluation use ("Evaluation Use"). Where such Evaluation Use rights are being granted, this EULA shall apply to such Evaluation Use, as there may be no Order Form, Scope of Work or MSA between the parties. With respect to such Evaluation Use, Customer acknowledges and agrees that: (a) Customer's use of the Platform shall be limited to internal, non-commercial evaluation use only; (b) Company does not provide any technical support or service levels in connection with such Evaluation Use; (c) any risk associated with such Evaluation Use is solely with Customer; and (d) such Evaluation Use shall be limited to the evaluation period authorized by Company, and Company reserves the right to terminate such Evaluation Use at any time upon written notice to Customer. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DAMAGES WHATSOEVER IN CONNECTION WITH SUCH EVALUATION USE, WHETHER OR NOT SUCH DAMAGES ARE DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE. IF NOTWITHSTANDING THE PRECEDING SENTENCE, COMPANY IS LIABLE TO CUSTOMER IN CONNECTION WITH ANY SUCH EVALUATION USE, COMPANY'S TOTAL AGGREGATE LIABILITY TO

CUSTOMER IN CONNECTION WITH SUCH EVALUATION USE SHALL NOT EXCEED \$100 USD.

## 5. THIRD PARTY CONTENT PROVIDERS AND THIRD PARTY SERVICES

5.1. Company may use third party services, software or applications (“Third Party Services”) in making available the Platform and the Content hereunder, and the Platform and the Content may include, constitute, display or make available third party content, including data, information and/or materials (“Third Party Content”). Customer agrees that:

5.1.1. Company engages certain Third Party Content providers to provide the Content (collectively referred to herein as “Third Party Content Providers”). Customer agrees to comply with all requirements and restrictions of any Third Party Content Providers for which Company provides notice to Customer. As a convenience to Customer, certain Third Party Content Providers and their respective terms and conditions are listed below:

Airbus DS, an affiliate of Airbus Group: Airbus Standard End User License found at <https://www.intelligence-airbusds.com/legal/licences/>.

Maxar: Maxar End User License found at <https://www.maxar.com/legal/internal-use-license>.

European Space Agency (ESA): found at [https://sentinels.copernicus.eu/documents/247904/690755/Sentinel\\_Data\\_Legal\\_Notice](https://sentinels.copernicus.eu/documents/247904/690755/Sentinel_Data_Legal_Notice).

Planet: Planet End User License found at [https://assets.planet.com/docs/Master\\_Content\\_License\\_Agreement\\_2023.2.pdf](https://assets.planet.com/docs/Master_Content_License_Agreement_2023.2.pdf).

Additional Third Party Content Providers and links to their respective terms and conditions are listed on Company’s website at the following link: [https://uploads-ssl.webflow.com/6197d5aab3f545ea3c1c5438/63e68d03df008bba91b93c42\\_Third%20Party%20Vendor%20Licenses%20Feb%202023.pdf](https://uploads-ssl.webflow.com/6197d5aab3f545ea3c1c5438/63e68d03df008bba91b93c42_Third%20Party%20Vendor%20Licenses%20Feb%202023.pdf).

Third Party Content Providers and their terms and conditions may change from time to time during the Term.

5.1.2. Customer will comply with any and all third party license terms, terms of use, or terms of service applicable to any such Third Party Services or Third Party Content, and will not take or fail to take any act that would cause Company to be in breach or violation of any such third party license terms, terms of use, or terms of service. Customer further acknowledges and agrees that Company will not be responsible for, and will have no liability to Customer in connection with, the unavailability, failure of, or Customer’s inability to use, any such Third Party Services or Third Party Content.

5.1.3. Customer acknowledges and agrees that Company will not be responsible for any Third Party Content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to Customer for any Third Party Content.

5.2. Customer acknowledge and agree that Company’s: (i) using any Third Party Services; or (ii) providing any Third Party Content, does not constitute or imply an endorsement by Company of the Third Party Services or the Third Party Content, or their respective providers.

## 6. INTELLECTUAL PROPERTY AND RESPONSIBILITIES

- 6.1. Customer shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or Content or any software, documentation or data related to the Platform or Content (“Software”); modify, translate, or create derivative works based on the Platform or Content or any Software (except to the extent expressly permitted by Company); rent, lease, distribute, sell, resell, assign, or otherwise transfer any Content, or Customer’s rights to use the Platform or Content, to any third party; use any Platform or Content for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer and its End Users; publish or disclose to third parties any evaluation of the Platform or Content without Company’s prior written consent; use the Platform or Content for any purpose other than its intended purpose; interfere with or disrupt the integrity or performance of the Platform or Content or remove, bypass, or circumvent any electronic or other form of protection included in the Platform or Content; attempt to gain unauthorized access to the Platform or Content or their related systems or networks; use the Platform or Content in any manner that violates Company’s Code of Ethics, available at <https://upstream.tech/ethics>; or remove (or fail to display, as may be required by this EULA) any proprietary notices or labels.
- 6.2. Customer will further not, and will not authorize or permit any of its employees, agents, representatives, or any third party to: (i) access or use the Platform and/or Content for benchmarking or competitive use or analysis of the Platform; or (ii) access or use the Platform and/or the Content in order to build any product or service that is competitive with the Platform and/or the Content, or that copies or emulates any features, functions or graphics of the Platform and/or the Content, in each case, without the express written permission of Company.
- 6.3. Customer may use the Content to create derivative products for Customer’s internal, non-commercial use. Such derivative products (but not any raw data or imagery) may be used in trade reports, newsletters, non-academic articles, annual reports, and in Customer’s social media platforms, provided that any Content included in such derivative products must: (a) be static (e.g., a JPEG); (b) be annotated or otherwise modified by Customer; (c) not include or contain any raw pixel data; and (d) include an attribution that clearly and conspicuously identifies Company and/or the Third Party Content Provider as the source of the Content.
- 6.4. Except as otherwise expressly authorized by Company in writing, if Customer is a governmental entity or user, the Content may not be accessed or used for defense or intelligence purposes.
- 6.5. Customer agrees to comply with all applicable laws and regulations, including without limitation, the laws and regulations of the United States, Canada, Germany, the Netherlands, Slovenia, and any other jurisdiction in which Customer operates or conducts business. Without limiting the foregoing, Customer specifically agrees to comply with: (a) the U.S. Foreign Corrupt Practices Act and all applicable foreign equivalents; and (b) all United States export laws and applicable import laws of Customer’s locality (if Customer is not located in the United States), and Customer agrees not to export any Software without first obtaining all required authorizations or licenses. In particular, but without limitation, the Software may not be exported to re-exported into (i) any U.S. embargoed countries; or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Software, Customer represents and warrants that it is not located in any such country or on any such list. Customer also agrees not to use the Software for any purposes prohibited by United States law.
- 6.6. The Platform and the Content are owned Company or its licensors and protected by the laws of the Commonwealth of Massachusetts, the United States, and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. Company or its licensors retain all rights, title, and ownership interest not granted under this EULA. From the date of acceptance of this EULA by one of the means listed above, Customer will employ all reasonable

efforts to protect the Platform, the Content, or any part of the Content, from unauthorized use, distribution, disclosure, or publication. Company retains ownership of and all rights over Company's trademarks.

- 6.7. Customer hereby agrees to indemnify and hold harmless Company from and against any and all damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an actual or alleged violation of this Section 6 or otherwise from Customer's use of the Platform or Content. Although Company has no obligation to monitor Customer's or End Users' use of the Platform and Content, Company may do so and may prohibit any use of the Platform or Content it believes may be (or is alleged to be) in violation of the foregoing.

- 6.8. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform or Content, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account or the Equipment with or without Customer's knowledge or consent.
- 6.9. Customer shall be solely responsible for its actions and the actions of its End Users while using the Platform or Content. Customer acknowledges and agrees: (a) to abide by all local, state, national, and international laws and regulations applicable to Customer's or End Users' use of the Platform or Content, including without limitation the provision and storage of Customer Data; (b) not to send or store any Customer Data on or to the Platform that violates the rights of any individual or entity established in any jurisdiction; (c) not to use the Platform for illegal, fraudulent, unethical or inappropriate purposes; (d) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (e) not to interfere with another customer's use and enjoyment of the Platform or another person or entity's use and enjoyment of similar services; (f) not to use the Platform in any manner that impairs the Platform, including without limitation the servers and networks on which the Platform is provided; (g) to comply with all regulations, policies and procedures of networks connected to the Platform and Company's service providers; and (h) to use the Platform only in accordance with this EULA. Customer acknowledges and agrees that Company neither endorses the contents of any Customer communications or Customer Data, nor assumes any responsibility for any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. Company does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Customer Data, or any other information or data input into or stored in the Platform for completeness, integrity, quality, accuracy or otherwise. Customer shall be responsible and liable for the completeness, legality, sufficiency, integrity, quality and accuracy of Customer Data inputted into the Platform. Company reserves the right to amend, alter, or modify Customer's conduct requirements as set forth in this EULA at any time. For purposes of this Section 6.9, "Customer Data" means non-public data provided by Customer to Company to enable the provision of the Platform.

## **7. WARRANTY DISCLAIMER**

- 7.1. COMPANY AND ITS SUPPLIERS AND LICENSORS DO NOT WARRANT THAT ACCESS TO THE PLATFORM, OR THAT THE CONTENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY OFFER ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM, CONTENT, OR SERVICES. COMPANY AND ITS SUPPLIERS AND LICENSORS CANNOT BE HELD RESPONSIBLE FOR ANY ACTIONS TAKEN BY CUSTOMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM, CONTENT, OR SERVICES ARE PROVIDED "AS IS" AND COMPANY AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS (WHETHER LATENT OR PATENT), AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ANY EXPRESS WARRANTIES MADE IN THIS EULA ARE FOR THE BENEFIT OF CUSTOMER ONLY AND NOT FOR THE BENEFIT OF ANY END USER OR ANY OTHER THIRD PARTY. NO WARRANTIES OF ANY KIND WHATSOEVER ARE MADE FOR CUSTOMER'S BENEFIT FOR ANY EVALUATION USE.

## **8. MISCELLANEOUS**

- 8.1. Company and Customer hereby agree that all Third Party Content Providers and Third Party Service Providers are intended and express third party beneficiaries of all provisions of this EULA and shall have the right, exercisable in their respective sole discretion, to enforce the terms and conditions of this EULA against Customer or prevent the breach thereof, or to exercise any other right, or seek any other remedy, that may be available to it as a third party beneficiary.