



End User License Agreement

This End User License Agreement ("Agreement") is made between Blackshark.ai GmbH., an Austrian corporation, located at Kaiserfeldgasse 1/1/2, Graz 8010, Austria ("Blackshark") and you ("you" or "Licensee"). This Agreement is entered into by Blackshark, by itself or through a Blackshark Authorized Reseller, and Licensee. If you are entering into this Agreement on behalf of a company or other legal entity, you represent you have the authority to bind that entity. This Agreement consists of the Order Confirmation, the End User License Agreement Terms and Conditions below and any other materials incorporated by reference.

SECTION 1. Definitions

1.1 **"Affiliate(s)"** means any legal entity that owns, is owned by, or is commonly owned with a party. "Own" means having more than 50% ownership or the right to direct the management of the entity.

1.2 **"Blackshark Authorized Reseller"** means a reseller of Licensed Software, as defined below, with which Blackshark has an Authorized Blackshark Reseller Agreement in effect.

1.3 **"Claim(s)"** means all third-party claims, actions, demands, proceedings, damages, costs, and liabilities of any kind.

1.4 **"Intellectual Property"** or **"IP"** means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including:

(a) Copyrights, trade secrets, patents, inventions, designs, knowhow, trademarks and servicemarks, logos and trade dress, "moral rights," mask works, publicity rights, and privacy rights; and

(b) Any application or right to apply for any of the rights referred to in Section 1.4(a), and all renewals, extensions, and restorations.

1.5 **"Licensed Software"** means all Blackshark software and related SaaS software services provided to Licensee by or on behalf of Blackshark under this Agreement which include(s) computer software in source and/or object code and may include "online" services provided by Blackshark or its Affiliates, all documentation related to such software or SaaS services whether in electronic, printed or other form, and including all updates, fixes, and other changes to any of the foregoing (collectively **"Software Upgrade(s)"**). The Licensed Software set forth in this Agreement specifically covers the Blackshark products and services listed in the Order Confirmation and Blackshark Materials as defined below.

1.6 **"Source Imagery"** means any image files in electronic format from satellite, LIDAR or other imaging techniques that can be used by the Blackshark Licensed Software for the purposes of procedural 3D image generation, feature extraction, or augmentation.

1.7 **"Area(s) of Interest"** or **"AOI(s)"** means the geographical part(s) specified by a (set of) bounding box(es) of latitude and longitude coordinates specified in the Order Confirmation, that contain the target area(s) for which rights granted under Section 2 apply. Only the Areas of Interest may be used in Licensed Software. Blackshark

may supply Licensee with Licensed Software that may contain or may access geographical data for a footprint larger than the Area of Interest.

1.8 **"Blackshark Materials"** means any tangible or intangible materials (including hardware, software, source code, documentation, methodologies, know how, processes, techniques, ideas, concepts, technologies, and data from Blackshark or Blackshark suppliers) provided by or on behalf of Blackshark to Licensee under this Agreement. Blackshark Materials further include any and all modifications to, or derivative works of, the foregoing materials, and any data entered into any Licensee database as part of the execution or utilization of Blackshark Materials. Blackshark Materials do not include:

(a) Any Blackshark products obtained by Licensee outside of this Agreement and subject to their own license agreements; or

(b) Any and all technology or Licensee IP (as defined below) in the Licensee's possession prior to the execution of this Agreement or that is developed by the Licensee independently of the Licensed Software; or

(c) Any Source Imagery obtained directly by or on behalf of the Licensee.

1.9 **"Enhancements"** means any modification, upgrade or improvement to the Licensed Software or Blackshark Materials created or otherwise developed by the Licensor whether by request from Licensee or otherwise.

1.10 **"Subcontractor(s)"** means either a third party to whom Licensee delegates one or more of its obligations under this Agreement or a Licensee Affiliate not contracting directly with Blackshark.

1.11 **"Licensee IP"** means:

(a) Licensee's pre-existing or independently developed proprietary tools, processes or IP; and

(b) Any modifications to or derivative works of the foregoing that Licensee creates as a part of the development of applications used in conjunction with the Licensed Software, to the extent such modifications or derivative works have no functionality separate from Licensee IP and do not include derivative works of the Licensed Software.

1.12 **"Trademarks"** means trademarks, servicemarks and logos identified and provided by Blackshark under this Agreement.

1.13 **"Order Confirmation"** means the document or agreement prepared by Blackshark or its Blackshark Authorized Resellers that sets forth the Licensed Software,

Blackshark Materials, Areas of Interest, and delivery terms and conditions to the Licensee. A sales quotation does not constitute an Order Confirmation.

1.14 **"Customer Data"** means all data, including all text, sound, software, image or video files that are provided to Publisher or its Affiliates by, or on behalf of, Customer and its Affiliates through use of the Offering. Customer Data does not include Support Data.

1.15 **"Support Data"** means all data, including all text, sound, video, image files, or software, that are provided to Publisher by or on behalf of Customer (or that Customer authorizes Publisher to obtain from an Offering) through an engagement with Publisher to obtain technical support for the Offering covered under this Agreement.

1.16 **"Data Protection Law"** means any law applicable to Publisher or Customer, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

1.17 **"Personal Data"** means any information relating to an identified or identifiable natural person.

1.18 **"Standard Contractual Clauses"** means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection as described in Article 46 of the GDPR.

1.19 **"use"** means to copy, download, install, run, access, display, use or otherwise interact with.

SECTION 2. License Grants

2.1 Licensed Software is licensed to the Licensee, not sold. Subject to the terms and conditions of this Agreement, Blackshark hereby grants to Licensee, during the Term of the Agreement, a non-exclusive, non-transferable (except as provided in Section 10.5), revocable, not-for-export, limited right and license (without a right to sublicense) to use the Licensed Software solely for Licensee's own use and business purposes for the end use (or purpose(s)) set forth on the Order Confirmation.

(a) These rights are granted with respect to the Area(s) of Interest only and therefore no right (except as provided in Section 2.2(a) below) is granted to Licensee outside of the Area of Interest or for any end use or purpose beyond those specified in the Order Confirmation.

(b) Blackshark and its Affiliates retain all other interest in Licensed Software and related IP. Licensee has no right to sublicense the right to use Licensed Software, except as necessary to any Subcontractor and subject to approval by Blackshark.

2.2 Additional provisions regarding Licensee's use of Licensed Software:

(a) **Archival and Backup Copies:** Licensee may create electronic copies of the Licensed Software installed or operating on Licensee's infrastructure for the purposes of archival and data protection. Licensee will destroy or return

to Blackshark any Archival or Backup Copies upon termination of this Agreement.

(b) **Rental:** Licensee may not sell, rent, lease, or lend the Licensed Software.

(c) Licensee will not modify, reverse engineer, decompile, or disassemble Licensed Software.

(d) Licensee will not copy (except as provided in Section 2.2(a)), separate, unbundle, extract, isolate, remove or otherwise use or distribute any Source Imagery provided with Licensed Software as part of Blackshark Materials.

(e) Licensee will leave in place, and not alter or obscure, all proprietary notices and licenses contained in Licensed Software.

(f) Licensee will not use the Licensed Software for the benefit of any third party including as part of any service bureau, time sharing or third-party training arrangement.

(g) Licensee will not publish any benchmark testing results on any Licensed Software without Blackshark's written consent.

(h) Licensee will not and will not permit any Affiliate or Subcontractor or other third party to use the Licensed Software or Blackshark Materials in any way to train machine learning algorithms for feature extraction or any other purpose; for any activities where the use or failure thereof may result in death, injury, property, or environmental damage; or to improve the accuracy of any other imagery via algorithmic processing or any other method.

(i) **Support Services:** Blackshark may provide Licensee with support services related to the Licensed Software. Use of Support Services is governed by a separate support agreement (the "Support Agreement") between the Parties. Any supplemental software code or documentation provided as part of the Support Services will be considered Licensed Software and subject to the terms and conditions of this Agreement.

(j) **Updates and Upgrades:** Blackshark may from time-to-time release new Licensed Software containing Enhancements or new functionality and/or features as a Software Upgrade. Enhancements and Software Upgrades are part of Licensed Software. Licensee may be eligible to use such Enhancements and Software Upgrades under the terms of a separate agreement between the Parties.

(k) Licensee assumes the risk of loss, damage, unauthorized access or use, or theft or disappearance of Licensed Software in Licensee's (or Subcontractors') care, custody, or control.

2.3 **Ownership and Reservation of Rights.** Except for the licenses granted Licensee in this Section 2, Blackshark or its Affiliates will retain all right, title and interest in and to the Licensed Software and all copies. Such right, title and interest will include ownership of, without limitation, all copyrights, patents, trade secrets and other intellectual property rights. Licensee will not claim or assert title to any portion of the Licensed Software or any copies. In the event Licensee modifies or authorizes the modification or translation of any Licensed Software, including any documentation, Licensee hereby assigns all right, title and interest in any derivative work to Blackshark and agrees to

cooperate as reasonably requested by Blackshark to perfect any such rights.

SECTION 3. Fees

3.1 In consideration of the rights granted in this Agreement, Licensee will pay the fees ("Licensing Fees") set forth in the Order Confirmation.

3.2 Licensing Fees are due and payable in accordance to dates and payment terms established in the Order Confirmation and are non-refundable.

3.3 In the event of non-payment, Blackshark may at its sole discretion suspend delivery of any undelivered Licensed Software or discontinue online access to Licensed Software, if any, until past due amounts have been paid.

SECTION 4. Warranty Disclaimer

4.1 THE BLACKSHARK MATERIALS ARE PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE.

SECTION 5. Term and termination

5.1 Term. The Term of this Agreement commences upon the delivery of any Licensed Software to Licensee and will continue until terminated as set forth in this Agreement. Licensee's access to subscription products, if any, will begin upon delivery of the Licensed Software for the applicable subscription term period specified on the Order Confirmation (the "Initial Term"). If no Initial Term is specified on the Order Confirmation, the Initial Term for the subscription is one year. Thereafter, if automatic renewal is selected on the Order Confirmation, the Term for the subscription and associated fees will automatically renew for additional one year renewal terms (each a "Renewal Term"), unless either party gives notice to the other party of its intent not to renew the subscription at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term (collectively, the Initial Term and all Renewal Terms are the "Subscription Term"). If the Order Confirmation specifies that the license Term is Perpetual, the Term of this Agreement shall continue in perpetuity or until terminated under section 5.2.

5.2 Termination for cause: Either party will have the right to terminate this Agreement if the other party is in material breach of any term or condition of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice of such breach given by the non-breaching party.

5.3 Effect of termination. Each party will return the Confidential Information and property of the other within 10 calendar days of the effective date of termination of this Agreement unless otherwise instructed. For Licensed Software accessed under a subscription, all rights granted under Section 2.1 will immediately cease and Licensee will

discontinue all access and use of Licensed Software and any associated online services.

5.4 Licensee will promptly return any Licensed Software and Archival and Backup Copies on request or termination of Licensee's license.

5.5 Destruction of Materials Produced Using Licensed Software. Upon termination of this Agreement, Licensee shall destroy all output data and metadata produced by the use of Licensed Software or Blackshark Materials, including but not limited to any scenes, models, data, semantic information and attributes exported or generated by the Licensed Software.

5.6 Survival. The provisions of this Agreement which, by their terms, require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. The Confidentiality obligations of Section 6 and all indemnity obligations and any applicable indemnification procedures will be deemed to survive the termination or expiration of this Agreement.

SECTION 6. Confidentiality.

6.1 Confidential Information. During the Term, and for five years thereafter, Licensee will hold in strictest confidence, and will not use or disclose to any third party, any Blackshark Confidential Information. The term "Blackshark Confidential Information" means all non-public information that Blackshark designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Blackshark Confidential Information includes information relating to:

- (a) Released or unreleased Blackshark software products,
- (b) Blackshark source code,
- (c) Marketing or promotion of any Blackshark product,
- (d) Business policies or practices of Blackshark,
- (e) Licensees or Licensees of Blackshark,
- (f) Information received from others that Blackshark must treat as confidential,
- (g) The terms of this Agreement; and

6.2 If Licensee has questions regarding what comprises Blackshark Confidential Information, Licensee will consult Blackshark. Blackshark Confidential Information does not include information known to Licensee prior to Blackshark's disclosure to Licensee, or information that becomes publicly available through no fault of Licensee.

SECTION 7. Limitations of Liability

7.1 WAIVER OF CONSEQUENTIAL DAMAGES. IN NO EVENT WILL BLACKSHARK, ITS AFFILIATES, AUTHORIZED RESELLERS, OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, 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. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7.2 CAP ON LIABILITY. IN NO EVENT WILL THE TOTAL LIABILITY OF BLACKSHARK, ITS AFFILIATES, AUTHORIZED RESELLERS, AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THE LICENSED SOFTWARE, BLACKSHARK MATERIALS, AND THIS AGREEMENT EXCEED THE FEES PAID BY LICENSEE FOR THE LICENSED SOFTWARE AND/OR BLACKSHARK MATERIALS GIVING RISE TO THE CLAIM.

7.3 DISCLAIMER. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS AND STATUTORY CLAIMS.

SECTION 8. Indemnification

8.1 Each party. (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents (the "Indemnified Party") from and against any and all losses and Claims, which result from, arise in connection with or are related in any way to any breach by the Indemnifying Party of any of its representations, warranties, covenants and obligations set forth herein. If a third party asserts any claim or allegation which, if proven, would constitute a breach by the Indemnifying Party of any of its representations, warranties, covenants, or obligations set forth in this Agreement, the Indemnifying Party shall be promptly notified of such claim by the Indemnified Party and given control of the defense and/or settlement thereof. In addition, Licensees shall indemnify Licensors and its Authorized Resellers, and Licensors shall have no obligation to indemnify Licensees for:

- (a) Any Claims of intellectual property infringement that are based upon combinations of the Licensed Software with Licensee IP, or any other technology that is not a part of the Licensed Software,
- (b) Any use of the Licensed Software by Licensee in a manner outside the scope of any right granted or in breach of this Agreement,
- (c) Any modification, servicing or addition made to the Licensed Software or any part thereof by the Licensee.

SECTION 9. Data Protection

9.1 EU Standard Contractual Clauses. To the extent applicable, the parties will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland. All transfers of Licensee Data out of the European Union, European Economic Area, and Switzerland will be governed by the Standard Contractual Clauses, as designated by the European Commission, made

available by the Blackshark at the applicable URL for such terms or as otherwise communicated to Licensee.

9.2 Personal Data. Licensee consents to the processing of Personal Data by Blackshark and its Affiliates, and their respective agents and Subcontractors, as provided in this Agreement. Before providing Personal Data to Blackshark, Licensee will obtain all required consents from third parties (including Licensee's contacts, partners, distributors, administrators, and employees) under applicable privacy and Data Protection Laws.

9.3 Processing of Personal Data; GDPR. To the extent Blackshark is a processor or sub-processor of Personal Data subject to the GDPR, the Standard Contractual Clauses govern that processing, and the parties also agree to the following terms in this subsection ("Processing of Personal Data; GDPR"):

(a) Processor and Controller Roles and Responsibilities. Licensee and Blackshark agree that Licensee is the controller of Personal Data and Blackshark is the processor of such data, except when

(i) Licensee acts as a processor of Personal Data, in which case Blackshark is a sub-processor or

(ii) stated otherwise in any Licensed Materials-specific terms. Blackshark will process Personal Data only on documented instructions from Licensee. In any instance where the GDPR applies and Licensee is a processor, Licensee warrants to Blackshark that Licensee's instructions, including appointment of Processor as a processor or sub-processor, have been authorized by the relevant controller.

(b) Processing Details. The parties acknowledge and agree that:

(i) the subject-matter of the processing is limited to Personal Data within the scope of the GDPR;

(ii) the duration of the processing will be for the duration of the Licensee's right to use the Licensed Materials and until all Personal Data is deleted or returned in accordance with Licensee instructions or the terms of this Agreement;

(iii) the nature and purpose of the processing will be to provide the Licensed Materials pursuant to this Agreement;

(iv) the types of Personal Data processed by the Licensed Materials include those expressly identified in Article 4 of the GDPR; and

(v) the categories of data subjects are Licensee's representatives and end users, such as employees, contractors, collaborators, and Licensees, and other data subjects whose Personal Data is contained within any data made available to Blackshark by Licensee.

(c) Data Subject Rights; Assistance with Requests. Blackshark will make information available to Licensee in a manner consistent with the functionality of the Licensed Materials and Blackshark's role as a processor of Personal Data of data subjects and the ability to fulfill data subject requests to exercise their rights under the GDPR. Blackshark will comply with reasonable requests by Licensee to assist with Licensee's response to such a data subject request. If Blackshark receives a request from Licensee's data subject to exercise one or more of its rights

under the GDPR in connection with Licensed Materials for which Blackshark is a data processor or sub-processor, Blackshark will redirect the data subject to make its request directly to Licensee. Licensee will be responsible for responding to any such request including, where necessary, by using the functionality of the Licensed Materials. Blackshark will comply with reasonable requests by Licensee to assist with Licensee's response to such a data subject request.

(d) Use of Sub-processors. Licensee consents to Blackshark using the sub-processors listed at the applicable Blackshark URL or as otherwise communicated to Licensee. Blackshark remains responsible for its sub-processors' compliance with the obligations herein. Blackshark may update its list of sub-processors from time to time, by providing Licensee at least 14-days' notice before providing any new sub-processor with access to Personal Data. If Licensee does not approve of any such changes, Licensee may terminate any subscription for the affected Licensed Materials without penalty by providing, prior to expiration of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.

(e) Records of Processing Activities. Blackshark will maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of Personal Data on behalf of Licensee, make them available to Licensee upon request.

SECTION 10. General Provisions

10.1 Government Users. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

10.2 Export Restrictions. Licensee agrees that Licensee will not export or re-export the Licensed Software, any part thereof, or any process or service that is the direct product of the Licensed Software (the foregoing collectively referred to as the "Restricted Components"), to any country, person, entity, or end user subject to U.S. export restrictions. Licensee specifically agrees not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to the Crimea Region of the Ukraine, Cuba, Iran, North Korea, and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any end user who you know or have reason to know

will utilize the Restricted Components in the design, development, or production of nuclear, chemical, or biological weapons; or (iii) to any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked, or denied Licensee's export privileges.

10.3 Governing law; jurisdiction. The laws of the Republic of Austria govern this Agreement excluding its conflicts of law rules. The U.N. Convention on the International Sale of Goods (CISG) will not apply to this Agreement in whole or in part. Each of the Parties irrevocably agrees, as far as legally permissible, that the competent court for Graz, Austria, shall have exclusive jurisdiction to hear and determine any suit action or proceedings and to settle any disputes which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.

10.4 No waiver. A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

10.5 Assignment. Licensee will not sell, assign, transfer, pledge or encumber this Agreement or any right, or delegate any duty or obligation under this Agreement, by assignment or operation of law, without Blackshark's prior written consent. Blackshark will not unreasonably withhold such consent. Licensee will be deemed to have assigned this Agreement if Licensee engages in a change of control transaction. Blackshark may assign this Agreement to any of its Affiliates. This Agreement will inure to the benefit of and bind all permitted successors, assigns, receivers, and trustees of each party.

10.6 Compliance with Laws. Licensee is responsible for its own compliance and compliance of its Affiliates, and Subcontractors with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement and agrees to comply with all these laws regulations and other legal requirements including, without limitation the Foreign Corrupt Practices Act of the United States of America and the Convention on Combating Bribery of Foreign Government Officials.

10.7 Force majeure. Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

10.8 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

10.9 Modifications. This Agreement may not be modified except in writing and signed by authorized representatives

of Blackshark and Licensee. Digital signatures are deemed to be equivalent to original signatures for purposes of this Agreement.

10.10 Notices. Notices may be provided either by electronic or physical mail. All notices under this Agreement must be in writing. Electronic notices sent via email with confirmation of transmission must be sent to notices@blackshark.ai. Notices sent via hard copy must be sent to the address listed at the top of this Agreement.

10.11 Entire Agreement. This Agreement, including the Order Confirmation and any Exhibits and attachments thereto and other materials incorporated by reference, constitutes the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all previous and contemporaneous agreements, understandings, and arrangements with respect to these transactions, whether oral or written.

10.12 Third Party Beneficiaries. Licensee acknowledges and agrees that as a supplier to Blackshark for Source Imagery, Maxar Technologies Inc., a Delaware corporation with offices at 1300 W 120th Avenue, Westminster, CO 80234 USA ("Maxar"), and its Affiliates, are third party

beneficiaries of this Agreement, and that, upon the Licensee's acceptance of the terms and conditions of this Agreement, Maxar will have the right (and will be deemed to have accepted the right) to enforce the Agreement against the Licensee as a third party beneficiary thereof.

10.13 Counterparts. The parties may execute this Agreement in any number of counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding on both parties. Facsimile and electronic signatures will be binding for all purposes.

10.14 Construction. Neither party has entered this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.

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