

Impact Observatory Internal Use License End User License Agreement

Version 1 (January 31, 2023)

These Internal Use License terms (the “License Agreement”) apply to your use of a Product if you have licensed the Product subject to an Internal Use License from Impact Observatory Inc., a Delaware corporation with offices located at 900 19th St NW, Suite 600 Washington, D.C. 20006 USA (“IO”). This License Agreement is entered into by IO and Customer. This License Agreement contains the general terms relating to Customer’s access to and use of the Product. The applicable Order Form sets forth the terms pursuant to which Customer purchased the Internal Use License.

By signing or otherwise indicating acceptance of an Order Form (including acceptance of Customer’s online Order Summary) or downloading, accessing or using any Product licensed under an Internal Use License, you, on behalf of Customer, are accepting and agreeing to be bound by this License Agreement. If you are entering into this License Agreement on behalf of a company or other legal entity or government agency, you represent that you have the authority to bind that entity and its Affiliates to the terms and conditions of this License Agreement. If you do not agree to the terms in this License Agreement, do not download, access or use any IO Product. Capitalized terms used in this License Agreement are defined in Section 12 of this License Agreement.

1. GRANT OF LICENSE. Subject to Customer’s continuing compliance with this License Agreement, including, without limitation, payment of all applicable fees, IO hereby grants to Customer, a perpetual, non-exclusive, non-transferable, limited right and license to an unlimited number of its Authorized Users to:

- a. store, access, evaluate, use and reproduce the Product solely for Customer’s Internal Use;
- b. modify, enhance, adapt and create Derivatives of the Product (including Data Derivatives as defined in Section 12 of this License Agreement) via formatting, editing, data combination; and store, access, evaluate, use and reproduce those Derivatives solely for Customer’s Internal Use; provided, however, that Data Derivatives can be used for any and all purposes, subject to the attribution requirements set forth in Section 6 of this License Agreement; and
- c. display an extract of the Product or a Derivative thereof on a public website in a secure, non-extractable, and non-downloadable format that prohibits manipulation of any pixel or metadata contained in the Product or Derivative thereof and does not result in any revenue to Customer, as follows:

- i. on one domain name;
- ii. 2048 x 2048 pixels;
- iii. at a resolution no better than resolution of the Product;
- iv. .png, .gif, .jpg, .jpeg, .jpe, .jfif, .bmp, .pdf; or any format without geo-referencing information (TIFF, NITF, GeoPDF, JP2 and JPEG2000 are not permitted);
- v. properly attribute the imagery as required in Section 6 of this License Agreement.

Customer shall (a) use the Product only in accordance with applicable laws and government regulations, (b) be responsible and liable for the legality, design, functionality, look-and-feel, support, upgrade and maintenance of any and all aspects of Customer's use of the Product, according to any usage or configuration requirements provided by IO in any Product Documentation or this License Agreement.

2. SUBLICENSE RIGHTS. Customer may not sublicense to any Third Party the rights granted to Customer in Section 1 of this License Agreement. Customer will ensure that each Authorized User complies with this License Agreement. Customer will be liable for all acts and omissions of its Authorized Users relating to the Product or any violation of this License Agreement. A breach of this License Agreement by an Authorized User is deemed to be a breach by Customer. Customer may not sublicense the Product to an Affiliate of Customer.

3. LICENSE TERM. The Term of the Internal Use License for each Product will begin upon delivery of the Product to Customer and will continue perpetually, unless terminated as set forth in Section 10 of this License Agreement.

4. USE RESTRICTIONS. There are no implied licenses under this Agreement, and any rights not expressly granted hereunder are reserved by IO, and IO's suppliers or licensors. Without limiting the foregoing, Customer will not, and will not permit any Authorized User or other Third Party to:

- a. distribute, sublicense, transfer, assign, rent, sell, lease, loan, make publicly available, publish or otherwise convey access to or use of the Product or Derivatives (other than Data Derivatives) to anyone other than Authorized Users;
- b. use the Product or Derivatives (other than Data Derivatives) for the business needs of any Third Party, including without limitation, providing any services to any Third Parties;
- c. store, post or process the Product or Derivatives in a system or platform that is publicly-accessible;

- d. use or attempt to use the Product or Derivatives thereof to train machine learning algorithms for feature extraction or any other purpose;
- e. remove, bypass or circumvent any electronic or other forms of protection included on or with the Product;
- f. alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Product;
- g. modify or use the Product and Derivatives in any manner that infringes upon the Intellectual Property Rights of another entity or individual, or violates any applicable laws;
- h. reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Product is based, but only to the extent this restriction is permitted by law; or
- i. otherwise use or access the Product or any Derivative for any purpose not expressly permitted under this License Agreement, including, without limitation, for Commercial Purposes.

5. OWNERSHIP. Customer agrees that the Product is a valuable property right of IO and its licensors, and that each all shall continue to own the Products, respectively, as well as any copyright, trade secret, or any other intellectual property right related to the Product, and shall have the exclusive right to sell, trade, loan, copy, disclose, distribute, transfer, or otherwise make available the Product to others, except as provided herein. All intellectual property rights, title and interest in and to the Product, and any updates or modifications thereto, are owned by IO or IO's licensors and shall remain with IO or IO's licensors. Customer shall not take any action inconsistent with the rights granted herein and no rights are granted to Customer except as expressly set forth in this Agreement and the End User License Agreement for the underlying Product. All intellectual property rights, title and interest in and to enhancements or modifications made by Customer in the creation of a Derivative and any new material contributed by Customer in the creation of a Derivative, but specifically excluding materials owned by IO or its suppliers (including, without limitation, Products integrated, referenced, recast, transformed or adapted in the Derivative) are the exclusive property of Customer. However, notwithstanding the ownership rights of Customer in the enhancements, modifications and contributed materials, use of a Derivative by Customer is subject to the license and use restrictions set forth in Sections 1, 2, and 4 of this License Agreement. All rights not expressly granted to Customer in this Agreement are reserved by IO.

6. ATTRIBUTION. Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by IO on or in the Products and will ensure that all notices are reproduced on all copies. All Derivatives must include the

following copyright notice on or adjacent to the Derivative: IO Monitor [YEAR] Impact Observatory ©.

7. INDEMNIFICATION.

7.1 Customer's Indemnity.

IO shall defend at its own expense any legal action brought against Customer to the extent that it is based on a claim or allegation that the Product (excluding any open source data) infringes a U.S. patent or copyright of a third party, and IO will pay any costs and damages awarded against Customer in any such action, or agreed to under a settlement signed by IO, that are attributable to any such claim but shall not be responsible for any compromise made or expense incurred without IO's consent. Such defense and payments are subject to the conditions that Customer (a) gives IO prompt written notice of such claim, (b) tenders to IO sole control of the defense and settlement of the claim, and (c) reasonably cooperates with IO when requested in connection with the defense and settlement of the claim. IO will have no liability to so defend and pay for any infringement claim to the extent it (i) is based on modification of the Product other than by IO, with or without authorization; (ii) results from Customer's failure to use an updated version of the Product; or (iii) is based on the combination or use of the Product with any software or data (including, without limitation, open source software or data), program or device not provided by IO if such infringement would not have arisen but for such use or combination; or (iv) results from use of the Product by Customer after the license was terminated.

7.2 IO's Indemnity.

Customer agrees to hold harmless and indemnify IO and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any third party claim arising from or in any way related to Customer's breach of this License Agreement or violation of applicable laws, or use of the Product, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, IO will provide you with written notice of such a claim, suit or action.

8. LIMITED WARRANTY AND DISCLAIMER.

8.1 Limited Warranty.

IO warrants to Customer only that the Product, as delivered by IO, will (a) be of the area of interest set forth in the applicable Order Form; and (b) comply in all material respects with the applicable Product Specification. IO's sole obligation and

Customer's exclusive remedy for a breach of this warranty is for IO, at its option and expense, to: (i) repair or replace the non-conforming Product; or (ii) terminate the applicable license and refund all fees paid by Customer for the non-compliant Product. Any claim under this warranty must be made within thirty (30) days following the initial delivery of the Product. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication or modification of or to the Product by anyone other than IO or any breach by Customer of this License Agreement.

8.2 Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IO DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE PRODUCT AND ANY SERVICES RELATED THERETO. THE PRODUCT AND THE SERVICES RELATED THERETO PROVIDED BY IO ARE PROVIDED "AS-IS." IO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR TERMS AND CONDITIONS OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY AND NON-INFRINGEMENT, ALL OF WHICH ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMED BY IO.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL IO, OR ITS AFFILIATES, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHICH MAY BE SUFFERED BY THE CUSTOMER (OR ANY PERSON CLAIMING UNDER OR THROUGH THE CUSTOMER) IN CONNECTION WITH THIS AGREEMENT OR FOR LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL, OR DATA (INCLUDING CORRUPTION OF OR DAMAGE TO DATA), WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE; AND WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY THE OTHER (WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE DATE OF THE EVENT FOR WHICH THE LIABILITY ARISES.

10. TERMINATION.

10.1 Termination by IO.

In addition to those termination rights set forth in Section 8, IO may terminate this License Agreement and associated license rights upon written notice to Customer if Customer (a) breaches Sections 1, 2, 4, 5, 7, 11.7, 11.8, or 11.9 of this License Agreement; or (b) materially breaches any other provision of this License Agreement or the Customer Agreement and fails to cure the breach within thirty (30) days after receiving written notice to do so.

10.2 Termination by Customer.

Customer may terminate this License Agreement and associated license rights at any time by (a) permanently deleting the Product and Derivatives (excluding Data Derivatives, which are owned by Customer) from all devices and systems and destroying any copies on disk; and (b) certifying to IO in writing that all copies of the Product and Derivatives (excluding Data Derivatives, which are owned by Customer) have been deleted or destroyed; however, Customer is still responsible for paying all license fees in full.

10.3 Obligations upon Termination.

Upon termination or expiration of this License Agreement, all rights to use the Product granted to Customer under this License Agreement will immediately cease and Customer will (and will cause all Authorized Users to) (a) stop all use of the Product and Derivatives (excluding Data Derivatives) and (b) permanently delete the Product and Derivatives (excluding Data Derivatives) from all devices and systems and destroy any copies on disk. Within ten (10) days following termination or expiration, Customer will certify to IO in writing that all copies of the Product and Derivatives (excluding Data Derivatives) licensed under this License Agreement have been deleted or destroyed. The expiration or termination of this License Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

11. GENERAL TERMS.

11.1 Entire Agreement.

This License Agreement together with any applicable Order Form(s) sets out the entire agreement and understanding between Customer and IO relating to its subject matter. This License Agreement applies in place of and prevails over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any additional terms of business or other terms and conditions set out in any other document, including any purchase orders, issued by Customer (whether issued directly or via any automated systems or

otherwise) and whether such order is accepted by IO or not, in connection with this License Agreement shall not be binding on IO.

11.2 Assignability.

Except as permitted herein, neither Party may assign this License Agreement, in whole or in part, without the prior written consent of the other, not to be unreasonably withheld or delayed. Any attempt by either Party to assign or transfer this License Agreement without the prior written consent of the other will be null and void. Notwithstanding the foregoing, IO may at any time upon notice to Customer assign or otherwise transfer its rights and obligations under this License Agreement to any of IO's Affiliates or successors in business. We may further at any time involve any of IO's Affiliates as subcontractors under this License Agreement.

11.3 Amendment.

This License Agreement may be amended or supplemented only by a writing that refers to this License Agreement and that is signed by both parties.

11.4 Severability.

If any provision of this License Agreement is held prior to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the original intent of the parties, and the remaining provisions of this License Agreement will remain in full force and effect.

11.5 Survival.

The following Sections will survive the termination or expiration of this License Agreement: 4, 5, 6, 7, 9, 10.3, and 11 and any other provisions of this Agreement that by reasonable interpretation are intended by the parties to survive the termination or expiration of this License Agreement.

11.6 No Waiver.

The failure of either party to exercise any of its rights under this License Agreement for a breach thereof will not be deemed to be a waiver of such rights nor will the same be deemed to be a waiver of any subsequent breach.

11.7 Compliance with Laws.

Customer is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this License 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.

11.8 International Trade Compliance.

The Customer agrees that its obligations under this License Agreement include compliance with all applicable laws and regulations, including, without limitation, export control, import laws, and economic sanctions laws and regulations as applicable to each jurisdiction where the parties operate (collectively, "Trade Control Laws"). Unless legally authorized by the competent authority, the Customer shall not directly or indirectly, through any third party or country, export, re-export, transfer, or otherwise provide (by sale, loan, or gift) or dispose of any commodities, software (including source code), technology, services, or products subject to this License Agreement to or for use in or by any entity or person located, headquartered, registered in a sanctioned country/region, by any restricted party, for any activity or end-use restricted under Trade Control Laws or otherwise in violation of applicable Trade Control Laws.

11.9 Data Protection.

If delivery, creation, or Customer's use of the Product will involve the Processing of Personal Data, Customer is solely responsible for its compliance at all times with applicable laws, regulations and other legal requirements related to such use. Additionally, Customer will employ adequate technical and organizational security measures to protect Personal Data against a Personal Data breach.

11.10 Applicable Law.

This License Agreement and questions regarding the validity, interpretation, performance or breach hereof shall be governed, construed and enforced in accordance with the laws of the State of Delaware, excluding its conflicts of law rules. The Parties agree that all disputes arising out of this License Agreement shall be subject to the exclusive jurisdiction and venue in the federal and state courts within Washington D.C. The Parties hereby consent to and waive defenses of the personal and exclusive jurisdiction and venue of these courts. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

11.11 Equitable Relief.

Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under this License Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction,

specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

11.12 Force Majeure.

Neither party will be liable to the other under this License Agreement if delayed or prevented from performance by causes beyond its control including, but not limited to, fires, floods, strikes, acts of God, war, insurrection, governmental restrictions, or other causes of a like or different nature beyond the control of such party.

11.13 Notices.

Except as otherwise specified in this License Agreement or below, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon the date: (i) of personal delivery, (ii) of receipt of registered mail, (iii) which is two business days after sending by e-mail (provided that e-mail shall not be sufficient for notices of termination for cause or an indemnifiable claim). E-mail notices to IO shall be directed to: legal@impactobservatory.com. E-mail notices to Customer shall be addressed to Customer's nominated contact as set out in the Order Form (and Customer shall keep IO informed of any changes to such contact).

12. DEFINITIONS.

"Affiliate" means any organization or other legal entity that directly or indirectly is controlled by a party. Control means ownership, directly or through one or more affiliates, of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or more than fifty percent (50%) of the equity interests in the case of any other type of legal entity.

"Authorized User" means an employee or Contractor that is authorized by Customer to use the Product on behalf of Customer.

"Agreement" means an Order Form together with these Product Terms and Conditions, the End User License Agreement and all exhibits.

"Commercial Purpose" means redistribution, retransmission or publication in exchange for a fee or other consideration, which may include, without limitation: (a) advertising; (b) use in marketing and promotional materials and services on behalf of a

customer, client, employer, employee or for Customer's benefit; (c) use in any materials or services for sale or for which fees or charges are paid or received; and (d) use in any books, news publication or journal.

“Contractor” means an individual contracted by Customer, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Customer. For avoidance of doubt, "Contractor" includes a volunteer who is under contract with Customer to provide services on behalf of Customer, provided that the Customer maintains direct control over all access to, and copies of, Products and/or Derivatives, and the volunteer is not permitted to use the Products or Derivatives for any purpose other than Customer's permitted uses.

“Customer” means that individual, legal entity or government agency identified as “Customer” on the applicable Order Form.

“Data Derivative” A Data Derivative is a Derivative of the Product that is irreversible and uncoupled from the data and metadata in the source Product. However, Data Derivatives specifically exclude the following Derivatives: orthorectified datasets; spatially sharpened or enhanced maps; and topographically enhanced datasets that are produced by combining the Product with Digital Elevation Models (DEM), Digital Surface Models (DSM), Digital Terrain Models (DTM), Triangulated Irregular Network (TIN) and Point Cloud elevation models (including, without limitation, 3D and building models, bathymetry and sea floor mapping).

“Derivative” means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to a Product in accordance with the applicable End User License Agreement, including, without limitation, reformatting of the Product into a different format or media from which it is delivered to Customer; any addition or extraction of data, information or other content to or from the Product; or any copy or reproduction of the Product.

“Documentation” means user manuals, tutorials, documentation and help and training materials provided by IO for the IO Data product identified in the applicable Order Form.

“Intellectual Property Rights” means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, methods, processes, information and technology.

“Internal Use” means use of the Product and permitted Derivatives solely for the internal business purposes of Customer (subject to those restrictions set forth in Section 4 of this License Agreement) and not for any Commercial Purpose.

“Order Form” means that agreement or other document prepared by IO, including the Order Summary in an online transaction, that sets forth the Product(s) IO offers to license to Customer and related terms, and that is presented to Customer for acceptance. A quotation that includes an estimated fee is not an Order Form. Following acceptance by Customer, the Order Form along with these Product Terms and Conditions and the End User License Agreement, comprise the Agreement.

“Personal Data” means any information that directly or indirectly identifies an individual, such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Processing” means any operation that is performed on Personal Data, whether or not by automated means, such as collection, storage, alteration, use, dissemination or destruction.

“Product Specification” means, with respect to each Product, the description and specification published by Impact Observatory and available upon request.

“Product(s)” means those product(s) and/or service(s) licensed by Customer, as described in the Agreement and Product Specification, which may include, without limitation, Data Products, Information Products, and Subscription Services Products.

“Third Party” means any individual, legal entity, corporation, limited liability company, partnership, other organization or government agency that is not a party to this Agreement and is not an Affiliate of Impact Observatory.

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