Synspective

SYNS_002

Synspective SAR Data End User License Agreement

This Synspective SAR Data End User License Agreement (hereinafter referred to as "**EULA**") sets forth the terms and conditions governing the use by an End User (as defined under Article 1 of this EULA) of the Subject Data (as defined below) captured by satellites owned or operated by Synspective Inc., (hereinafter referred to as "**Synspective**" or the "**Company**") and processed or edited by Synspective (such data, hereinafter collectively referred to as "**Subject Data**"). The EULA shall apply in the event an End User is granted the right to use the Subject Data by the Company and/or its licensees (such licensees, hereinafter referred to as "**Licensees**") and the End User shall be deemed to have consented to all the terms and conditions of this EULA as of when such End User commences using the Subject Data.

Article 1 (Definitions)

The definitions of the terms in this EULA shall be as follows.

(1) "**Derivative Works**" means (a) any tangible, digital, electronic, or other form of data etc. created or developed from the Subject Data, and/or (b) any additions, improvements, updates, modifications, transformations of the Subject Data, or derivative works of the Subject Data, including, without limitation, reformatting to a different format or medium than that delivered to the End User, adding to or extracting from the Subject Data, data, information, or other content, or copying or reproduction of the Subject Data.

(2) "**End User Content**" means derivative works created by the End User using the Subject Data (a) which do not preserve (i) pixels (ii) meta data, and (iii) sensor configuration, sensor shape, and satellite ephemeris information, which describe or qualify the source SAR satellite image, and (b) are technically irreversible and disconnected from the Subject Data and cannot be reverse-engineered by the End User to reproduce the source SAR satellite imagery or the information described in subparagraphs (a), (i) and (ii) above.

As an explicit exception, Digital Elevation Models (DEM), Digital Terrain Models (DTM), Digital Surface Models (DSM), Triangulated Irregular Network (TIN) and Point Cloud elevation models (including, without limitation, 3D and building models, bathymetry and sea floor mapping) created from the Subject Data are not included in this definition of End User Content.

(3) "**Excerpt**" means an excerpt of the Subject Data or Derivative Works in a secure format that is set to be non-extractable or non-downloadable so that the pixels or meta data contained in the

Subject Data or Derivative Works cannot be tampered with and where such “Excerpt” meets all of the following criteria:

(i) 2048 x 2048 pixels;

(ii) At a resolution not exceeding the original resolution of the SAR image of the Subject Data;

(iii) In .png, .gif, .jpg, .jpeg, .jpe, .jfif, .bmp, .pdf or any format that does not contain georeferencing information;

(iv) Additional information other than the (a) date and time of acquisition of the SAR image of the Subject Data; (b) the satellite the SAR image was acquired from; and (c) the band information, is not included; and

(v) The following copyright notice is reasonably and conspicuously expressed:

“©Synspective ALL RIGHTS Reserved”

(4) "**End User**" means a person, business, NPO, NGO, agency, or legal entity, at the same address as where the Subject Data is provided, which is properly authorized by the Company by sending its designated purchase order or equivalent.

(5) "**Internal Purpose of Use**" means a purpose limited to the End User's organization but shall also include where the End User entrusts analysis of the Subject Data to a third party for the End User’s internal use.

(6) "**Educational Purposes**" means a purpose limited to education, surveys, or research at schools or other educational institutions.

(7) “**Subject License Agreement**” means any license agreement regarding the use of the Subject Data formed between the Company and the End User or between the Company and the Licenses, as the case may be.

(8) “**Subject Sublicense Agreement**" means any sublicense agreement regarding the use of the Subject Data formed between the Sublicensee and the End User.

Article 2 (Acceptance of this EULA)

1. This EULA forms part of any Subject License Agreement or Subject Sublicense Agreement, as the case may be, and irrespective of whether the End User enters into a Subject License Agreement or a Subject Sublicense Agreement, this EULA shall be directly effective between the End User and the Company. In commencing use of the Subject Data, the End User is deemed to have agreed to all the terms and conditions of this EULA and to have expressly accepted, acknowledged and agreed that the Company may exercise all rights contained in this EULA directly against the End User.
2. In addition to the provisions of this EULA regarding the license to use the Subject Data, the Company shall be entitled to create and stipulate various additional individual provisions (hereinafter referred to as "**Individual Provisions**") with respect to the Subject Data at its sole

discretion. In this case, the Individual Provisions shall form part of the contents of this EULA, and the End User shall also comply with the provisions of the Individual Provisions.

3. In the event of any conflict between the provisions of this EULA and the provisions of the Individual Provisions, the Individual Provisions shall take precedence unless otherwise agreed in writing between the Company and the End User.

Article 3 (Changes to this EULA, etc.)

The Company reserves the right to amend this EULA if and whenever the Company deems it necessary. In addition, if the End User uses the Subject Data after being notified of any such amendment to this EULA, the End User shall be deemed to have consented to and agreed to the amended EULA.

Article 4 (Permission to Use the Subject Data)

1. The Company shall grant or sublicense through the Licensee to the End User a non-exclusive right to use the Subject Data subject to the following:
   (1) Unless otherwise specified, the End User's right to access and use the Subject Data is not restricted to a limited period of time and will continue until such access is suspended for reasons, including but not limited to situations where there has been a breach of this EULA.
   (2) The End User shall use the Subject Data in accordance with the provisions of this EULA and may use the Subject Data to create Derivative Works.
   (3) The End User may obtain, store, reproduce, and use the Subject Data and create Derivative Works only for its Internal Purpose of Use.
   (4) The End User may process, modify, enhance, adapt and create Derivative Works for its Internal Purpose of Use only. However, End User Content may be used for the purposes set forth in Article 5.
   (5) No Subject Data, created Derivative Works nor any parts thereof may be reproduced, modified, displayed, rented, borrowed, for purposes other than an Internal Purpose of Use. Neither Subject Data nor Derivative Works may be sublicensed, transferred, or otherwise disposed.
   (6) No Subject Data or part thereof may be reproduced, modified, displayed, rented, borrowed, for purposes other than an Internal Purpose of Use. Subject Data may not be sublicensed, transferred, or otherwise disposed. In addition, when using the Subject Data, the following copyright notice shall be made or displayed in a reasonable and conspicuous manner.
   "©*Synspective ALL RIGHTS Reserved*"
   (7) In the event an individual is contracted by the End User, either directly or through a consulting company or other entity (such 'individual' hereinafter referred to as the "**Contractor**"), to provide services on behalf of or for the benefit of the End User, the End User shall cause the Contractor to agree in writing in advance (i) to comply with the terms of this EULA and be

bound by the same limitations on use as applicable to the End User, and (ii) to either return the Subject Data to the End User or otherwise dispose of the Subject Data, and to keep no copy thereof, upon completion of their engagement.

(8) The End User may create Excerpts from the Subject Data and Derivative Works and incorporate them into End User Content, insert into a research report or similar for contextualization/illustration purposes, or display them on publicly available websites, provided that:

(a) the End User shall not display and/or post any content which include the Excerpts and which may adversely affect the Company;

(b) the Company reserves the right to request the removal of any Excerpt posted online when deemed necessary to avoid harm, liability, or reputational damage;

(c) the End User shall not reproduce, transmit, disseminate, make available to any third party, other than those described in this Article 4, such Excerpts on a stand-alone basis; and

(d) in no event shall the End User be entitled to make revenues from Excerpts on a stand-alone basis.

(9) When using the Subject Data and Derivative Works, the following copyright notice shall be made or displayed in a reasonable and conspicuous manner:

"©Synspective ALL RIGHTS Reserved"

(10) The End User shall not distribute, transfer or otherwise provide the Subject Data to a third party without the prior written consent of the Company. In this case, the term "third party" includes any subsidiary or affiliate of the End User or any other person who has not received a license from the Company and/or the Licensee for the Subject Data.

2. Notwithstanding the provisions of the preceding paragraph, without the prior written consent of the Company, lawyers, certified public accountants, tax accountants, judicial scriveners, consultants, and other professionals who are obligated to maintain confidentiality under laws and regulations or contracts with the End User may view the Subject Data solely for Internal Purpose of Use.

Article 5 (End User Content)

1. End User Content may be provided to third parties. However, it cannot be provided for the purpose of detecting illegal embankments.

2. In the event that the Company determines that a third party who uses or receives the End User Content set forth in the preceding paragraph falls under any of the following items, the End User shall take all necessary steps to ensure that such third party is not able to use the End User Content.

(1) The government of an arms embargo State designated by a United Nations Security Council resolution, a legal entity or end user belonging to that country, or an individual or corporation acting on behalf of the government of that country;
(2) Persons, organizations, entities or legal entities designated on the ISIL/Al Qaeda sanctions list under United Nations Security Council Resolution 2368 and related resolutions;
(3) Individuals or corporations designated by the Japan government or the U.S. government as subject to terrorism-related sanctions;
(4) The government of a state sponsoring terrorism designated by the U.S. government, a corporation or end consumer belonging to that country, or an individual or corporation acting on behalf of the government of that country.
(5) In addition to the above items, a person designated by the Government of Japan or a person designated by other cases similar to the preceding items

3. The creation and use of End User Content shall be undertaken at the End User's own risk. In the event that a third party, including an End User's customer, raises an objection or claim regarding the End User Content, The End User shall respond to such objection or claim at its own responsibility and expense, and the Company shall be disclaimed and in no case be liable for any such objection. In addition, in the event that the Company incurs damages in connection with the End User Content, the End User shall compensate the Company for such damages.

Article 6 (Use for Education, Research, etc.)

1. If the End User is a school or other educational institution, the Company may apply an academic discount (hereinafter referred to as "Academic Discount") to the service fee in consideration of the purpose of use of the Subject Data. Notwithstanding the provisions of the preceding two Articles, if an Academic Discount is applied, the terms and conditions of use of the Subject Data and End User Content shall be governed by this Article.
2. If an Academic Discount is applied, the End User may use the Subject Data only for Educational Purposes and may create End User Content using the eligible Subject Data.
3. Educational Purposes shall include the End User entrusting the analysis of the Subject Data to a third party for Educational Purposes. In this case, the End User shall cause the trustee to comply with this EULA and to delete the Subject Data after the termination of the consignment.
4. When using the Subject Data and Derivative Works, the following copyright notice shall be made or displayed in a reasonable and conspicuous manner.

   "©Synspective ALL RIGHTS Reserved"
5. The End User may not distribute, transfer, use, or provide the Subject Data, Derivative Works or End User Content to a third party without the prior written consent of the Company. Such third

parties shall include all related organizations and corporations of the End User, and all other persons who have not received license permission for the Subject Data from the Company.

6. End Users shall create and use End User Content at their own risk. In the event that a third party makes an objection or request regarding the End User Content, the End User shall respond to the request at its own responsibility and expense, and the Company shall disclaim and in no case be liable for any such objection. In addition, in the event that the Company suffers damage in connection with the End User Content, the End User shall compensate the Company for such damage.

Article 7 (Prohibited Matters)

1. The End User shall not engage in any of the following acts:

(1) Reverse engineering, decompiling, disassembling, or other similar acts on the Subject Data

(2) Acts of copying, modifying, adapting, transmitting, or otherwise using all or part of the Subject Data without the prior written consent of the Company, except as expressly permitted in this EULA.

(3) Reproduction, modification, display, distribution, lending, and sale (including resale) of all or part of the Subject Data and/or Derivative Works for purposes other than internal use, sublicensing, transfer, or any other similar acts.

(4) Acts of distributing, transferring, using, or providing the Subject Data and Derivative Works to a third party without the prior written consent of the Company. In this case, the third party includes all subsidiaries and affiliates of the End User and any other person who has not received a license from the Company for the Subject Data.

(5) Acts that infringe or may infringe intellectual property rights such as copyrights, trademark rights, and patent rights of the Company or a third party.

(6) Acts that infringe or may infringe on the property, privacy, portrait rights, or other rights of the Company or a third party.

(7) Acts that violate laws and regulations under the Act on Securing the Proper Handling of Satellite Remote Sensing Records (Act No. 77 of 28) (hereinafter referred to as the "**SRSA** ") or acts that the Company deems to be misuse of satellite images in light of the legislative intent of the SRSA.

(8) Acts that violate or may violate economic security regulations (including export control-related regulations) not only in Japan but also in the target country in the unlikely event that the Subject Data is exported.

(9) In addition to the preceding items, acts that the Company deems inappropriate as a method of using the Subject Data.

2. In the event that the Company incurs damages due to the End User falling under any of the provisions of the preceding paragraph, the End User shall be liable to the Company for such damages.

Article 8 (Non-Warranty, Disclaimer)

1. The Company makes no warranty whatsoever as to the completeness, accuracy, fitness for a particular purpose of the End User, or the effectiveness of any functions. In addition, the Company shall not be liable for the correction of any errors in the Subject Data, and the Company shall not be liable for any damage caused to the End User, the End User's customer, or any other third party as a result of any such errors.
2. The type, content, etc. of the Subject Data may be changed or suspended at the sole discretion of the Company without prior notice to the End User, and the End User agrees to this in advance.
3. The End User shall use the Subject Data at its own risk, and the Company shall not be liable for any damage incurred by the End User as a result of the use of the Subject Data.
4. The Company shall not be liable to the End User in the event of delay or inability to use all or a part of the Subject Data due to accidents such as fire or power outage, a natural disaster such as an earthquake or flood, war, riot, labor dispute, or any other reason not attributable to the Company.
5. The Company shall not be liable for any damages incurred by the End User or a third party due to any of the following items:

(1) Damages caused by any discrepancy between the Subject Data and the current situation
(2) Damages caused by adaptation of the Subject Data by the End User (including format conversion)
(3) Damages caused by processing, modification, or combination with other data, programs, or equipment.
(4) Damages caused by reasons beyond the reasonable control of the Company

6. In the unlikely event that the Company happens to be liable for damages in connection with the license to use the Subject Data, the Company’s aggregate liability under this EULA shall in no event exceed the total amount paid by the End User either to the Company or a Licensee , as the case may be, or a service provider separately designated by the Company based on the service contract in relation with the use of the Subject Data executed prior to the use of the Subject Data
7. The Company's liability for defects in the use of the Subject Data shall be limited to those stipulated in this Article and the following Article.

Article 9 (Infringement of Intellectual Property Rights of Third Parties)

1. In the event a third party claims for an injunction against use, compensation for damages, etc. (hereinafter referred to as "Disputes") on the grounds that the Subject Data infringes the intellectual property rights of a third party the End User shall notify the Company of the occurrence of the Dispute without delay, and the Company shall seek to resolve the Dispute through consultation.

2. Notwithstanding the provisions of the preceding paragraph, the Company shall not be liable for any Disputes arising from a failure to comply with the matters set forth in this EULA, or for any combination with other data, programs, interfaces, or devices, or for any other reason not attributable to the Company.

Article 10 (Ownership of Rights)

1. The copyright and other rights of the Subject Data shall be reserved by the Company or any third party who has granted the rights to the Company, and the End User shall not be assigned or granted any rights beyond the scope expressly set forth in this EULA, provided, however, that the rights to the End User Content created using the Subject Data shall belong to the End User unless otherwise agreed to with the Company, and it shall be confirmed in this paragraph that the rights as the original author of the Subject Data belong to Synspective.
2. In the event that an End User wishes to create an invention, contrivance, or design related to the Subject Data permitted under this EULA and file an application for a patent, utility model, or design, the End User and the Company, shall discuss in advance the handling of the application and the relevant intellectual rights.

Article 11 (Audit)

The End User shall authorize the Company or a person designated by the Company to audit the use of the Subject Data by the End User if the Company makes such a request in writing to the End User.

Article 12 (Utilization)

The Company shall be free to use information such as the usage history of the Subject Data by the End User for the purpose of improving the services provided by the Company.

Article 13 (Confidentiality)

1. The End User shall use Synspective's confidential technical or business information obtained in the course of the performance of this EULA (such information, hereinafter referred to as “Confidential Information”) only for the purposes covered by this EULA and shall not disclose or divulge it to any third party without Synspective's prior consent. However, information that falls under any of the following items shall not be considered Confidential Information.

(1) Information that was already legally known or became public knowledge at the time of knowledge, or information that subsequently became public knowledge without the intention or negligence of the individual.
(2) Information developed and created independently, regardless of the confidential information of the other party.
(3) Information lawfully obtained from a third party without any obligation of confidentiality.

2. In the event that (i) the End User no longer requires the use of the Confidential Information, (ii) this EULA is terminated, or (iii) if the Company requests it, the End User shall promptly, and at the sole discretion of the Company, either return or dispose of all materials, goods, etc., and copies thereof containing such Confidential Information. Where Confidential Information is disposed of, a certificate of disposal in the form prescribed by the Company shall be submitted by the End User to the Company immediately after such disposal.
3. The obligations in Paragraph 1 of this Article 13 shall survive the termination of this EULA.

Article 14 (Termination of contract, etc.)

1. In the event that an End User falls under any of the following items, the Company may terminate all or part of this EULA:

(1) In the event of a violation of the provisions of this EULA that is not corrected within 10 days after the Company requests the correction of such violation.

(2) When the Company determines that the economic credit condition has deteriorated, such as when the bill or check is dishonored or payment is suspended.

(3) In the event that the End User receives a disposition such as suspension of business from a supervisory authority

(4) In the event of seizure, provisional seizure, provisional disposition, petition for compulsory execution or auction, or delinquent disposition of taxes and public dues.

(5) In the event that the End User receives a petition for the commencement of bankruptcy proceedings, special liquidation, civil rehabilitation proceedings, or corporate reorganization proceedings, or files such petitions by the applicant himself/herself;

(6) In the event of a merger, dissolution, or transfer of all or a significant part of the business, etc.

(7) When the End User uses or intends to use the Subject Data in a manner that discredits the Company's social credibility.

(8) When the End User falls under any of the items of Article 4, Paragraph 2

(9) When the Company determines that there is a risk of falling under any of the preceding items.

2. In the event that an End User falls under any of the items of the preceding paragraph, the End User shall forfeit the benefit of time for the obligations owed by the End User to the Company, and the End User shall immediately pay the full amount.
3. The Company may terminate this EULA by posting it on the Company's website in advance of termination or by otherwise notifying the End User in a manner that the Company deems appropriate.
4. This EULA shall be effective from the commencement of use of the Subject Data by the End User until the date of termination of this EULA.
5. The provisions of Article 5 (End User Content), Article 7 (Prohibited Matters) Paragraph 2, Article 8 (No Warranty, Disclaimer), Article 9 (Infringement of Intellectual Property Rights of

Third Parties), Article 10 (Ownership of Rights), Article 11 (Audit), Article 12 (Utilization), Article 13 (Confidentiality), Paragraphs 2, 6, 7 and 8 of Article 16 (General Conditions), and this Paragraph shall remain in full force and effect following the termination of this EULA.

6. Upon termination of this EULA, the End User shall immediately submit the Subject Data (including copies). Immediately after such disposal or erasure, a certificate of disposal or deletion in the form prescribed by the Company shall be submitted to the Company.
7. Upon termination of this EULA, the End User shall, in principle, not make any commercial use of the End User Content. If the End User wishes to use the End User Content for commercial purposes, the End User shall enter into a separate agreement with the Company and pay the agreed amount as a license fee for the Subject Data.

Article 15 (Elimination of Antisocial Forces, etc.)

1. The End User represents and warrants that he/she or his/her officers will not fall under any of the following items, both now and in the future.

(1) Organized crime groups, members of organized crime groups, persons who have not been a member of an organized crime group for less than five years, associate members of organized crime groups, people related to organized crime groups, organizations related to organized crime groups, and other antisocial forces (hereinafter referred to as "**Antisocial Forces**").
(2) Anti-social forces substantially control or are involved in management.
(3) Having a relationship that is recognized as unfairly using Antisocial Forces, such as for the purpose of making an unfair profit for oneself or a third party, or for the purpose of causing damage to a third party.
(4) Having a relationship that is recognized as being involved in providing funds, etc., or providing benefits to Antisocial Forces.
(5) Having a socially condemned relationship with Antisocial Forces

2. The End User undertakes not to engage in any of the following acts, either by himself or by using a third party.

(1) Violent demands.
(2) Act of unreasonable demand beyond legal responsibility.
(3) Acts of using threatening words or actions or violence in relation to transactions.
(4) Acts of spreading rumors, using fraudulent means or force to damage the credibility of the other party, and interfere with business.
(5) Act of letting Antisocial Forces use its name.
(6) Other acts equivalent to the preceding items.

3. If the Company determines that an End User falls under any of Paragraph 1 or Paragraph 2, the Company may immediately terminate this EULA without any notice.

4. In the event that the Company terminates this EULA pursuant to the preceding paragraph, the Company shall not be liable for any damages incurred by the End User as a result.

Article 16 (General Conditions)

1. The End User shall hereby expressly acknowledge and agree that governmental authorities may restrict this EULA for the acquisition, distribution and provision of the Subject Data that may require prior authorization, in particular in accordance with applicable export and space laws and regulations. The End User shall comply with any prohibitions or restrictions related thereto. In connection with this EULA, each party shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations. The End User acknowledges that the services available under the EULA, such as the transfer and processing of the User Content, may be subject to government export controls. Accordingly, the End User agrees not to export the Subject Data from the territory in which the payment for the Subject Data was made without incurring any costs and without prior written authorization from all regulatory authorities. The End User represents that the End User and its financial beneficiaries, or any party that owns or controls it or its financial beneficiaries, are not subject to sanctions and are not designated on any list of prohibited or restricted parties, including, without limitation, lists maintained by the United Nations Security Council, the Government of Japan, the Government of the United States, the European Union or any member state thereof, or any other applicable governmental authority. , guaranteed.
2. The End User agrees that the activities of the End User under this EULA shall be conducted in compliance with all applicable laws and regulations.

(1) The End User represents and warrants that the End User, its respective officers, employees, distributors, or persons or companies acting on its behalf have not violated any law and shall not allow any other party to violate any law with respect to any activity or transaction contemplated by this EULA.

(2) In particular, the End User agrees that it or its respective officers, employees, distributors, or any person or company acting on its behalf shall not provide, promise, arrange, or otherwise provide any person (including public officials) with anything of value (including, without limitation, money, gifts, entertainment, or special favors), directly or indirectly, in connection with their performance under this EULA, represents that it has not paid, and it does not provide, promise or arrange, and warrants that it shall not pay.

(3) The End User represents and warrants that it or its respective officers, employees, distributors, or any person or company acting on its behalf are not sanctioned parties and have not been convicted of fraud, corruption, bribery, sanctions, export control, or any other financial offense in any jurisdiction or country in the preceding five (5) years, unless disclosed to us in a separate written statement.

(4) The End User shall notify the Company as soon as reasonably practicable of any investigation or proceeding duly initiated by a public authority in connection with an alleged violation of the law by the End User or the End User's respective officers, employees, distributors, or any person or company acting on its behalf with respect to its business and activities under this EULA. The End User shall use reasonable endeavors to notify the Company of the progress and disposition of any such investigation or proceeding provided, however, that the End User shall not be obligated to disclose any information that would be considered legally privileged.

3. The End User shall not transfer or pledge any status, rights or obligations under this EULA to any other party without the prior written consent of the Company.
4. The Company and the End User are independent contractors, and this EULA shall not be construed as creating a partnership, joint venture, agency, or employment relationship. Neither party nor their respective affiliates are a distributor of the other for any purpose and has no authority to bind the other.
5. The Article headings used herein are used only for convenience and do not affect the interpretation of this EULA.
6. In the event of any doubt or dispute regarding the interpretation of this EULA or otherwise, the End User and the Company shall consult in good faith and endeavor to resolve it amicably.
7. The laws of Japan shall govern the interpretation of this EULA.
8. Any litigation between the End User and the Company regarding this EULA shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Enacted on June 16, 2021
Revised on April 1, 2023
Revised on February 1, 2024
Revised April 1,2025

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