This Software License Agreement is a binding contract between Terma and Licensee.

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1. Definitions
As used in this Software License Agreement, the following terms shall have the following meaning:

“API” means Application Programming Interface.

“Agreement” means this Software License Agreement

“Day” means a calendar day according to the Gregorian calendar.

“End User” means Licensee or employees of Licensee (whether named or not), for whom Licensee has rightfully obtained a License to use or access the Software regardless whether the individual is named or not), for whom Licensee has rightfully obtained a License to use or access the Software disregarding whether the individual is actively using the Software at any given time.

“Effective Date” has the meaning assigned to this term in Clause 5.1

“Intellectual Property Rights” means inventions, patents, patent applications, trademarks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know-how, trade secrets and rights in confidential information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

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“Licensee” means an entity or person intending to download, install or otherwise use the Software in accordance with the terms of this Agreement.

“Party” means Terma or Licensee individually.

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“Terma” means Terma B.V., a company incorporated under the laws of The Netherlands with its registered address at Schuttersveld 9, 2316XG Leiden, The Netherlands.

“Terma A/S” means Terma A/S, a company incorporated under the laws of the Kingdom of Denmark with its registered address at Hovmarken 4, DK-8520 Lystrup, Denmark.

“Terma Group” means the group of affiliated entities either controlled by Terma A/S or under the ultimate control of the same entity which controls Terma A/S.

“TGS” means Tema Ground Segment Suite tools.

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2.7 Restrictions. Licensee agrees not to perform, cause the performance of or permit the reverse engineering, disassembly or de-compilation of the Software.

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2.9 European Space Agency (ESA) Software. In addition to the above, where the third-party software includes (or consists of) ESA software, Licensee’s ability to use the Software is subject to Licensee or Terma (as the case may be) obtaining an ESA license applicable to the specific End-User. For purposes hereof, ESA may require additional information from Licensee, including but not limited to the nature of the project where the Software will be used. In such case(s), Licensee commits to support Terma as necessary in order for Terma to apply for such ESA license. Software which includes ESA software cannot be delivered before the ESA license has been obtained, which normally takes 2-4 weeks. See Table A for an overview of which Software has ESA software included. For more information on licensing of ESA Software, please use the following link: http://www.esa.int/Enabling_Support/Operations/esa/ESA_operations_software_licensable_products_overview.

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3.2 Terma may assign or transfer its rights and obligations under the Agreement at any time without the approval of Licensee.
4. Verification
4.1 By accepting this Agreement, Licensee warrants that Licensee will use only the number of Licenses acquired and paid for under the Agreement and otherwise use the Software in strict conformance with the terms herein. Upon Terma’s reasonable request, Licensee shall provide Terma with a signed statement warranting and reasonably documenting that the Software is being used only in the number of Licenses acquired and paid for by Licensee and in accordance with the Agreement.

4.2 If at any time the number of Licenses installed exceeds the number of Licenses purchased, future license and support and maintenance fees are adjusted accordingly (according to Terma’s then applicable price list), and Licensee will pay Terma a sum equal to the standard License fees and standard support and maintenance fees covering the unlicensed installations during the period from their respective installation.

5. Term and Termination
5.1 The Agreement shall come into effect upon the first to occur of the following events: (i) when the Agreement is accepted by Licenses(by clicking on the “accept” button at the end of this document) or (ii) Licensee’s use of the Software (the “Effective Date”).

5.2 Terma may terminate the Agreement or any Licensee upon written notice to Licensee if Licensee becomes in breach of the Agreement and fails to remedy such breach within thirty (30) Days following Terma’s written notice.

5.3 Termination of the Agreement or any License will not prevent either of the Parties from pursuing any other remedies available to it, nor shall such termination relieve Licensee’s obligation to pay all fees that have accrued prior to such termination.

5.4 If a License granted under this Agreement terminates, for whatever reason, Licensee shall: (a) cease using the Software, and (b) certify to Terma within one (1) month after termination that Licensee has destroyed or has returned to Terma the Software and all copies hereof. This requirement applies to copies in all forms, partial or complete, on all types of media and computer memory, and whether or not modified or merged into other materials.

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6.5 Terma shall indemnify Licensee against third party claims that the Software licensed and used within the scope of the Agreement infringes a proprietary right, patent, trademark, copyright, etc., occurring in The Netherlands and/or Licensee’s country (each a Claim), provided that:
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   b. Terma be allowed to retain control over any litigation proceedings regarding such Claim or action;
   c. Terma be provided such assistance from Licensee as may be required in connection with the settlement or contesting of such Claim or action;
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7. Warranty
7.1 Unless otherwise expressly provided for in the Agreement, the Software is provided without warranty of any kind.

7.2 As part of the license fee, Terma will provide support and maintenance with respect to the Software for a period of one (1) year following the Effective Date or for such other period as may be agreed to by Terma in writing. The support and maintenance will include corrective maintenance, telephone and e-mail support (during Terma’s normal working hours), and access to new Releases or bug fixes (as such may be offered by Terma from time to time). If Licensee desires to continue the support and maintenance agreement beyond the initial one (1) year period, annual/multi-year extensions to the support and maintenance agreement can be purchased either at the time of purchase of the License or prior to the expiration of the initial one (1) year support and maintenance period. Upon Licensee’s written request minimum three (3) months in advance, Terma may (at its sole discretion) offer Licensee to reactivate a previously expired or terminated support and maintenance agreement. Such notice shall include the effective date of the reactivation (“Reactivation Date”). The reactivation is subject to Licensee paying a reactivation fee calculated as the accumulated amount that Licensee would have paid as regular support and maintenance fee as per the Reactivate Date had Licensee been signed up to the support and maintenance up until this date without interruption, less an amount equal to what Licensee has actual paid in regular support and maintenance fee.

7.3 Licensee accepts the Software “as is”. Terma does not warrant that the Software will meet Licensee’s requirements or operate in the combinations which may be selected for use by Licensee, that the operation of the Software will be uninterrupted or error free, or that all Software errors will be corrected. Unless otherwise expressly stated in the Agreement, Licensee assumes full responsibility for the selection of the Software to achieve its intended purposes, for the proper installation and use of the Software.

7.4 No warranty under this Agreement applies if the Software has been modified or misused.

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8. Limitation of Liability

8.1 In no event regardless of any negligence shall Terma be liable, in contract, tort (including negligence and strict liability) or otherwise howsoever, and whatever the cause thereof, (i) for any direct loss of profit, business, contracts, revenues, wasted expenditure, anticipated savings, loss of data including their re-establishment or loss of goodwill or (ii) for any special (including multiple or punitive), indirect or consequential losses or damages of any nature whatsoever. Terma’s total accumulated liability for damages related to the Software or any transaction contemplated herein shall in no event exceed the License fee actually paid by Licensee for the Software, however not more than EUR 100,000.

9. License Fee

9.1 The License fee payable by Licensee for use of the Software will constitute the Software, and support and maintenance agreement as provided in Clause 7.2 of this Agreement.

9.2 Licensee is not entitled to download or use the Software until the License fee has been paid in full.

9.3 Unless otherwise stated, the License fee does not include taxes. If Terma is required to pay import, sales, use, property, value added, withholding or other taxes based on the Licenses granted or services rendered under the scope of the Agreement or on Licensee’s use of the Software, then such taxes shall be invoiced to and paid by Licensee. The aforementioned shall not apply to taxes based on Terma’s income.

10. Export Control

10.1 The Software may be subject to export restrictions of governments of multiple jurisdictions, and such restrictions may apply to Licensee and pose important legal requirements as to the use, handling and disposal of the Software. See table A for an overview of export control restrictions applying to the Software. Table A is for information purposes only and Licensee is encouraged to seek current information from Terma in order to make sure that Licensee understands what export restrictions apply to the specific Software acquired by Licensee.

10.2 Licensee undertakes to comply with all applicable export regulations and expressly represents to observe each and every requirement with regard to use, handling and disposal. Specifically, if the Software requires an export license, it may require export control or other document shall not be construed as a waiver of the terms of the Agreement.

11.5 Upon completion or termination of the Agreement all such Proprietary Information (including copies) shall be promptly destroyed or returned to the Disclosing Party upon written request. If destruction is requested, the Receiving Party shall provide written certification of compliance within thirty (30) Days of such request.

11.6 The undertakings according to this Clause 11 are not limited in time and shall remain in effect also in case of the termination of the Agreement by any Party for any reason whatsoever.

12. Miscellaneous

12.1 Notice. Any notice by one Party to the other Party under this Agreement must be sent by post, fax, e-mail with delivery receipt or by hand to the person and address designated in the Agreement or such other person and address as may be advised in writing for the purposes of the Agreement.

12.2 No representation. It is understood that Licensee is not an agent of Terma and has no authority to and shall not enter into any agreements on Terma’s behalf or in Terma’s name, make any warranties or representations with respect to the Software or otherwise bind Terma to any obligation.

12.3 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect.

12.4 Waiver. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver or any other or subsequent default or breach.

12.5 Entire Agreement. This Agreement represents the entire agreement between the Parties regarding the Software and supersedes all previous agreements or representations, written or oral, with respect hereto. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. It is expressly agreed that any terms and conditions of any purchase order, order confirmation or other document submitted by either party conflicting with the terms and conditions of this Agreement shall be of no force and effect, and that the terms and conditions of this Agreement shall prevail unless otherwise expressly agreed to in writing by the Parties. A Party’s failure to object to provisions contained in any such purchase order, order confirmation or other document shall not be construed as a waiver of the terms of this Agreement nor an acceptance of any such provisions.

12.6 Force Majeure. Terma shall not be liable for any delay or failure in performing hereunder if caused by factors beyond its reasonable control, such as acts of God, acts of any government, pandemic or epidemic, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, failure of...
telecommunications or Internet services, industrial or labor dispute, inability to obtain necessary supplies and the like.

12.7 Point of Contact. On purchase of a License, Licensee agrees to storage of contact details for a specific point of contact, which includes an email address of Licensee's choosing. Terma may use this contact point exclusively for the purpose of providing technical or administrative support to Licensee, as relevant to its purchase.

13. Governing Law and Venue

13.1 The Agreement shall be governed by and interpreted in accordance with the laws of The Netherlands, excluding its conflict of law provisions.

13.2 Any dispute or claim arising out of or in connection with the Agreement, or the breach, termination, or invalidity thereof, shall be settled by The International Chamber of Commerce in accordance with the rules of arbitration procedure adopted by The International Chamber of Commerce at the time when proceedings are commenced. The arbitration tribunal shall be composed of a sole arbitrator. The arbitrator shall be appointed by the arbitration institute. The arbitrator and the legal counsels of the Parties shall be fluent in English. The place of arbitration shall be The Hague, The Netherlands. The language of the arbitration shall be English. The decision(s) of the arbitration tribunal shall be final and binding upon the Parties.

13.3 Notwithstanding the above, Terma shall have the right to undertake legal proceedings and to obtain provisional or ancillary remedies in a court of competent jurisdiction or other appropriate authority before, after, or during the pendency of any arbitration, in order to enforce or protect any patent, trademark, copyright or other intellectual property right or trade secret, or to demand payment based on the Agreement. The institution of such action shall not constitute a waiver of the right of Terma to submit the dispute, controversy or claim to arbitration.

REVISIONS TO THIS AGREEMENT. This Agreement will be made available on the website: https://www.terma.com/space/ground-segment/terma-ground-segment-suite/ (the "Website"). Terma may make changes to the terms of this Agreement from time to time by posting an updated version of the Agreement on the Website. Licensee is encouraged to visit the Website to review the latest published Agreement from time to time to be aware of changes. Changes to this Agreement will be effective upon the earlier of (i) Licensee's first use of the Software with actual knowledge of such change, or (ii) thirty (30) Days from amended Agreement being published on the Website. The installation and use of any of updates, upgrades or modifications to the Software or continued use of the Software following notice of changes to this Agreement, shall conclusively demonstrate Licensee's acceptance of such changes. If Licensee does not agree to abide by these or any future Agreement(s), do not use (or continue to use) the Software.

Table A:

<table>
<thead>
<tr>
<th>Software (TGSS Product name)</th>
<th>ESA software (cf. Clause 2.9)</th>
<th>Export Control restrictions (cf. Clause 10)</th>
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<td>TSC</td>
<td>None</td>
<td>Yes – EU Dual Use</td>
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<tr>
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</tr>
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