

Supplement F

PRODUCT & SERVICES (Usage Rights)

1. USING THE PRODUCTS AND SERVICES

1.1 Right to Use. Subject to Section 1.2 with respect to our Imagery Products and Section 1.3 with respect to our RIO Licensed Software, and subject to your ongoing compliance with the Order Agreement, including your payment obligations, we grant you and the Licensed Users, in each case solely for your internal Non-Commercial Use, a limited, non-exclusive, non-transferable, non-sublicensable license:

(a) To access and use the Products specified in an Order Agreement for the applicable Order Term in accordance with the Documentation.

(b) To use the API Materials to develop, create, and modify Customer Authored Items, provided that such Customer Authored Items are not obtained or used in a manner that is unauthorized or illegal, or that violates a third party's rights, including such party's privacy rights or Intellectual Property Rights.

1.2 Rights to Use Imagery Products. We generally follow industry practice in establishing license rights to Imagery Products by customer type and in particular currently have three established customer categories:

(a) **U.S. Government (USG):** This category applies if you are a U.S. government entity.

(b) **International Government (ING):** This category applies if you are a non-U.S. government customer who forms part of your home country's defense and intelligence services.

(c) **Commercial:** This applies for all other customers not covered by the preceding USG and International D&I categories. This would include, for example, commercial entities, academic and educational institutions, non-governmental organizations (NGOs), non-profit organizations (NPOs) and global development organizations (GDOs).

Each customer type has its own license rights and associated licensing levels that are set forth in applicable supplements.

Your purchased license level may be designated in the Order Agreement, and you may move to a higher license level at any time upon written notice to us and payment of the price differential between your then-current level and the higher license level. See the Pricing List for more information.

1.3 RIO Licensed Software Rights. For our RIO Licensed Software, we grant you and the Licensed Users the additional usage rights set forth in Supplement G.

1.4 Group Members. If you so choose in the Order Agreement and pay the corresponding fees, you may designate Group Members who may exercise your same access and use rights with respect to the Products and Services. We currently offer two pricing tiers in the Order Agreement, one to designate 2-5 Group Members and one to designate an unlimited number of Group Members. Once provided in writing by you, you may not switch a Group Member, but you may upgrade from the first tier to the second one at any point during the Term to add additional Group Members. You are not required to seek our preapproval when designating each Group Member, but you are solely responsible (a) for ensuring that they understand the Order Agreement terms and conditions and comply fully with them as if they were you and (b) for any breach by any of them. You and they acknowledge that we may also seek rights and remedies directly against them as well for any breach. If they do not agree to abide by the Order Agreement, including by this paragraph, they may not use the Products and Services. Upon our request, you agree to provide the name and address of each Group Member to us for our own compliance purposes.

1.5 Licensed Users. We will establish an account for you (which we refer to generally as an “organization” within the Platform) to access and use the applicable Products and will create user accounts for the Licensed Users and, if you have designated Group Members and, their respective Licensed Users, in each case as reasonably requested by you. All such Licensed Users may exercise your access and use rights on your behalf and, as applicable, on behalf of your respective Group Members provided that their access and use is in conformance with the terms of the Order Agreement, and you are solely responsible for ensuring that all such Licensed Users comply with the Order Agreement and for any breach by such users. You agree to:

- (a) Keep all account information up to date.
- (b) Discontinue an applicable Group Member’s access and use rights during the continuation of any breach by them of the Order Agreement.
- (c) Discontinue a Licensed User’s access and use rights upon completion of work for you.
- (d) Use commercially reasonable efforts to prevent unauthorized access to or use of the Products and Services, including using reasonable means to protect your account information, passwords and login credentials.
- (e) Cooperate with our reasonable requests in implementing any additional technological systems for the purpose of preventing or reducing unauthorized reproduction of our Licensed Materials, including inclusion of a “digital watermark” system for our Imaging Products.
- (f) Promptly notify us of any known or suspected unauthorized use of or access to your account.

1.6 Your Usage Restrictions. Except as otherwise expressly permitted by the Order Agreement, including an Order Agreement or a Supplement, or as made in accordance with the Documentation, you will not, and you will not allow any Licensed User or any third party to:

- (a) Knowingly or negligently use any Licensed Materials for any improper or illegal purpose, including but not limited to (i) violating applicable law, (ii) harmful or fraudulent activities, (iii) compromising information and data security or confidentiality, including by seeking to re-identify Personal Information and other data, or (iv) violating any right of a third party, including an individual’s privacy rights or by infringing or misappropriating any third-party Intellectual Property Right.
- (b) Transfer, sell, sublicense, monetize or otherwise distribute the Licensed Materials to any third party or to the general public, including use for timesharing or service bureau purposes, software as a service, cloud or other technology or service.
- (c) Gain or attempt to gain unauthorized access to any Licensed Materials or infrastructure, or any element thereof, or disable, circumvent or otherwise interfere with any of our authentication or security measures and any measures we take to prevent or limit use or copying of our Imaging Products.
- (d) Use the Licensed Material outside the minimum environment requirements necessary to allow such Licensed Material to operate in accordance with its specification as amended by us from time to time, including failure to complete installation and configuration requirements specified by us, and use of the Licensed Materials on hardware, software and/or technology not approved or supported by us.
- (e) Fail to upgrade the Licensed Materials with new versions to the extent provided and required by us.
- (f) Intentionally interfere with other customers’ access to and use of any Licensed Material or with its security or facilitate the attack or disruption of our Licensed Materials, including through a denial-of-service attack, unauthorized access or the distribution of Harmful Code.

- (g) Decompile, disassemble, scan, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Licensed Materials or any sample thereof (except to the extent that applicable law expressly prohibits such a reverse engineering restriction).
- (h) List or otherwise display or copy any code of any Licensed Materials, except for API Materials to the extent necessary for your use of the Products.
- (i) Copy any Licensed Materials (or component thereof) or develop any improvement, modification, or derivative work thereof, except for (a) API Materials to the extent necessary for your use of the Products, including the development of Customer Authored Items, and (b) the development of Value-Added Products and Derived Products as permitted by the Order Agreement.
- (j) Remove, obscure or alter any trademark, copyright notice or other notices or disclosures contained in the Licensed Materials.
- (k) Make any Licensed Materials available under any open source software, open database, open database licenses (including ODbL) or other similar licenses where such licenses or terms would (a) cause the disclosure or distribution of the Licensed Materials or any part thereof, (b) authorize derivative works of any Licensed Materials or any part thereof, (c) cause redistribution of the Licensed Materials or any part thereof at no charge, as a condition for use, modification or distribution of such other material, or (d) otherwise restrict or impact the licensing or other use of the Licensed Materials or any part thereof.
- (l) Use the BlackSky Data other than as part of your permitted use of the Products.
- (m) Use the Licensed Materials to perform any competitive benchmarking such as monitoring availability, performance or functionality or for the purposes of developing, using or providing competing products or services.
- (n) Attempt to do any of the foregoing acts or assist or permit any person or entity to engage in any of the foregoing.

1.7 Limitation on Imaging Rights. You acknowledge and agree:

- (a) We operate our Satellites pursuant to the Government Requirements and the rights and licenses granted to you are subject to the terms and conditions of those Government Requirements. Among them, the Government Requirements require us to operate the Satellites in a manner that preserves the national security of the United States and to observe international obligations and policies, and we may be required to cease or limit imaging operations in certain areas for certain periods of time. Nothing in the Order Agreement is intended to nor will it be construed as (a) granting you any license to, direct access to, control of, or rights in any Satellite or (b) preventing us from adding or removing Satellites or otherwise making changes to our Satellites.
- (b) To the extent other customers subscribe for Products that allow access to specified Satellite capacity over specific areas of interest at higher levels of priority tasking, your subscribed tasking services may in turn be impacted or preempted.
- (c) To notify us promptly if you discover any unenhanced or unprocessed imagery data in the Imagery Products we deliver or make available to you.
- (d) We may retain copies of Imagery Products and associated data we deliver or make available to you.

1.8 Customer Data. We do not acquire any rights to Customer Data other than as needed for us to provide the Products and Services to you. With respect to your Customer Data, you agree:

- (a) You will not transmit, store, integrate, import, display, distribute, use or otherwise make available any Customer Data that is, or is obtained in a manner that is, unauthorized, improper, or illegal, and that you are responsible for providing all necessary notifications and obtaining all necessary consents, authorizations, approvals, and/or agreements

as required by any applicable Privacy Laws in order to enable us to receive and process Customer Data, including Personal Information, according to your scope, purpose and instructions.

(b) All Customer Data that you transmit, store, integrate, import, display, distribute, use, or otherwise make available through use of the Products and the conclusions drawn therefrom are done at your own risk and you will be solely liable and responsible for any damage or losses to any party resulting therefrom.

1.9 Our BlackSky Data. You do not acquire any rights to BlackSky Data other than as needed to access and use the Products and Services in accordance with the Order Agreement.

1.10 Third Party Services. Each of our Service Providers is an independent contractor and not our agent. You authorize us and our Service Providers to access, store, transmit and use your account information and the Customer Data as necessary to provide the Products and Services to you in accordance with our and their respective privacy policies. You further understand that we and our Service Providers may monitor or record telephone conversations you or anyone acting on your behalf has with us or any of our Service Providers for recordkeeping, training and quality control purposes.

1.11 Third Party Content. Any Third Party Content included in any Licensed Materials is subject to the Separate Terms. You will comply with the Separate Terms and notify us promptly of any actual or suspected violation of them.

1.12 Third Party Software. You acknowledge that the Licensed Materials may access or be provided with third party software, including open source software. Open source software not owned by us is subject to Separate Terms. The licensor of any third party software accessed or provided with the Licensed Materials has a proprietary interest in such software and may impose Separate Terms applicable to the use of that software and our Service Providers may also impose Separate Terms applicable to the procurement of that software. You agree to be bound by and fully comply with such Separate Terms, and any licenses or access granted hereunder will not alter any duties or obligations you may have under such Separate Terms.

1.13 Third Party Interconnections. The Products may from time to time support connections or integrations with third party products, services or applications. You may use or discontinue using supported connections or integrations at your discretion and at your own risk, and we may discontinue supporting them at any time and at our sole discretion. You acknowledge that we may be required to exchange information with the third party provider about you in order to establish that connection or integration and that, as shared, such information will be governed by the receiving party's applicable terms of use and privacy policy. We do not control those third parties. You acknowledge that we make no representations or warranties about, and will not have any legal, equitable or other liability of any kind relating to, such third party product, service or application or the connection or integration with them.

1.14 Trial Use. If we grant you the right to access or use any Products or other BlackSky technologies on a trial, evaluation, pre-release or other free-of-charge basis (understanding that we reserve the right to apply a charge for beta releases) ("**Evaluation Materials**"), you acknowledge that the right is being granted solely for the purpose of your internal, non-production, non-commercial evaluation. We reserve the right to terminate the evaluation period at any time for any or no reason. If you fail to stop using the Evaluation Materials by the end of the trial period, you may be invoiced for its list price and agree to pay such invoice. The Evaluation Materials may not have been subject to our usual testing and quality assurance processes and may contain bugs, errors or other issues. We provide Evaluation Materials "as is" without Support Services or any express or implied warranty or indemnity for any problems or issues, and we will not have any liability relating to your use of the Evaluation Materials.

1.15 How We Use Data. We will access, process and use data, including Customer Data, in connection with your use of the Products and Services in accordance with applicable Privacy Laws. We follow generally accepted industry standards and have put in place reasonable administrative, technical and physical security measures that are designed to safeguard personal information against unauthorized access, use, disclosure, destruction or alteration, recognizing that no measure can be 100% secure. You bear sole responsibility for confirming that our security and privacy controls are sufficient for your requirements and the protection of your data. You grant us and our licensors and Service Providers the irrevocable, perpetual right to compile statistics about your use of our Licensed Materials, and to otherwise evaluate and improve the Licensed Materials based on your usage of them, and to make such statistics available to third parties only in de-identified form. Please see our [Privacy Statement](#) for additional information.