

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

**IMPORTANT. The Software and the Documentation remain the property of Terma and relevant third-parties. By clicking on the “accept” button at the end of this document or by accessing, executing or otherwise using the Software, Licensee acknowledges to have read and understood this Agreement, and agrees to be bound by its terms. If Licensee is not willing to be bound by the terms of this Agreement, the Software may not be accessed or used.**

## 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.

“Documentation” means all documentation and other materials related to the Software and provided by Terma, including manuals, help files and other instructions, specifications, documents, and materials that describe the functionality, installation, testing, operation, use, maintenance, support, technical features, or requirements of the Software.

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

“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 actively using the Software at any given time.

“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.

“License” means a machine bound license allowing the Software to be loaded onto no more than one computer at a time. Transfer of the License from one machine to another can be done inside the tool or via the dedicated product support site accessed through [tqss.terma.com](http://tqss.terma.com) and requires that the Software is uninstalled from the previous machine.

“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.

“Parties” means Terma and Licensee collectively.

“Release” means any subsequent update(s) of the Software, including error corrections and/or improvements, made available by Terma to those Licensees having in place an active Software support and maintenance agreement with Terma.

“Software” means the Terma owned computer software program(s) purchased by Licensee and for which this Agreement applies as well any related Documentation and subsequent Releases.

“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.

“TGSS” means Terma Ground Segment Suite tools.

## 2. License grant

2.1 The Software is licensed, not sold. Subject to the terms and conditions set forth in this Agreement, Terma hereby grants to Licensee a non-exclusive, perpetual, limited, non-transferable license to install and use the Software in accordance with the Documentation, provided that the corresponding License fee has been received in full by Terma.

2.2 Delivery of the Software shall be made by electronic means and such delivery shall be deemed to have been made upon Terma making the Software available to Licensee for download or by providing Licensee with a license key for such usage. Licensee shall be sole responsible for the installation, supervision, management and control of its use of the Software, including, without limitation, assuring proper machine configurations, audit controls, security and operations methods.

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2.5 Configuration. Licensee may configure the Software using the configuration tools or configuration functionality made available by Terma together with or as part of the Software.

2.6 Combination. Licensee acquires the right to combine the Software through the published APIs, if any, with other software products, provided that the Software or such portions thereof included in such derivative software product remains subject to the provisions of this Agreement. Furthermore, it is a condition that the software being combined with the Software is not subject to freeware or open-source software licenses or similar terms, if these in any way inflict with or are contrary to this Agreement or Terma’s rights.

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

2.8 Third-party components. Licensee acknowledges that certain third-party software (including commercial, open-source and freeware software) for which additional terms apply may be incorporated in the Software. Current information about the additional terms are set forth in the relevant Documentation provided by Terma. Licensee’s ability to use third-party software included in the Software is subject to Licensee agreeing to the licensing terms of such third-party software.

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/gse/ESA\\_operation\\_s\\_software\\_licensable\\_products\\_-\\_overview](http://www.esa.int/Enabling_Support/Operations/gse/ESA_operation_s_software_licensable_products_-_overview).*

## 3. Sublicensing, Assignment and Transfer

3.1 The rights granted herein are personal to Licensee, are restricted for use solely by Licensee and may not be assigned, transferred, or sublicensed, in whole or in part, to any third party without the prior written authorization of Terma. Licensee shall not make the Software or any part thereof available to any third party without Terma’s prior written authorization. The aforementioned shall not prevent Licensee from having a third party operate the IT system on which the Software is installed, provided, however, that such third party are bound by confidentiality obligations not less stringent than those stipulated in Clause 11. Any such arrangement remains Licensee’s sole responsibility.

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"). Licenses granted hereunder shall remain in effect perpetually (unless terminated according to Clause 5.2 or if otherwise agreed in writing between the Parties).

5.2 Terma may terminate the Agreement or any License 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 shall 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.

#### 6. Intellectual Property Rights

6.1 All Intellectual Property Rights in the Software are owned or licensed by Terma and shall remain the property of Terma or Terma's third party vendor(s) (as applicable). Any rights granted to Licensee and/or the End User are licensed, not sold. Neither Licensee nor the End User acquires any Intellectual Property Rights under the Agreement.

6.2 Neither Licensee nor any of its affiliates in any country shall attempt to register any of the trademarks or trade names held or used by Terma or any combination of similar words or phrases.

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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:

- a. Terma be promptly notified in writing of any such Claim or action;
- b. Terma be allowed to retain control over any litigation proceedings regarding such Claim or action;
- c. Terma be rendered such assistance from Licensee as may be required in connection with the settlement or contesting of such Claim or action;

- d. the Software has been used for the specific use for which Terma supplied the same;
- e. the infringement is not due to Terma having followed a design or instruction furnished by Licensee;
- f. the infringement is not caused by use of a superseded or altered Release if such infringement would have been avoided by the use of a current, unaltered Release that Terma provides to Licensee;
- g. the infringement is not caused by the combination or use of the Software with materials not furnished by Terma if such infringement would have been avoided by use of the Software alone;
- h. the infringement is not based on Licensee's negligence or willful misconduct.

6.6 Terma shall not be bound by any settlement or agreement made, accepted or otherwise approved by Licensee (whether in or out of court) regarding a Claim, nor any costs, damages, losses, etc. associated therewith, unless Terma has provided its express written approval of such settlement or agreement.

6.7 If, due to a Claim, Licensee is enjoined from using the Software, Terma will, as soon as is reasonably possible, using all reasonable efforts and at its expense, do one of the following: (a) modify the Software to be non-infringing; or (b) procure for Licensee the right to continue using the Software free from any liability for that infringement; or (c) terminate the License (and any related support and maintenance) for the infringing Software and return to Licensee the License fees paid to Terma for acquiring such Software. Terma disclaims all other liability for violation, misappropriation or infringement of intellectual property rights and further disclaims any liability for incidental or consequential damages relating thereto.

#### 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.

7.5 UNLESS OTHERWISE EXPRESSLY STIPULATED IN THE AGREEMENT NO OTHER WARRANTIES ARE PROVIDED, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE FURNISHED PURSUANT TO THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR

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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 cover the Software License, 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 that Licensee provides the following to Terma in order for Terma to apply for any pre-requisite export license:

(i) an International Import Certificate prior to delivery and a Delivery Verification Certificate (DVC) from the relevant national authorities, to confirm delivery of the Software. In such cases, Licensee expressly undertakes to obtain such documents at the request of Terma and specifically undertakes to obtain the DVC as soon as possible and no later than sixty (60) Days after delivery has been completed and forward the original document to Terma within said timeframe;

(ii) an End User Statement from the relevant national authorities. In such cases Licensee expressly undertakes to obtain or issue (as applicable) such document at the request of Terma and forward such original document to Terma; or

(iii) a Statement of Supply from Licensee. In such cases Licensee expressly undertakes to obtain or issue (as applicable) such document at the request of Terma and forward such original document to Terma.

## 11. Confidentiality

11.1 Each Party (as a "Receiving Party") undertakes to keep in confidence and not to transfer or convey to any third party any proprietary and/or technical information, including technical information, software products, business plans, marketing plans, future potential business relationships, and/or financial information of the other Party (as a "Disclosing Party"), or other data which the

Disclosing Party treats as company private and which is identified in writing as proprietary at the time of disclosure or which, in case of orally disclosed information, is identified as proprietary at the time of disclosure and is reduced to writing within thirty (30) Days thereafter (hereinafter referred to as "Proprietary Information").

11.2 The obligation of confidentiality, cf. Clause 11.1 shall not apply to the extent that information:

- has been published or was otherwise publicly known when disclosed by the Disclosing Party;
- was in the possession of the Receiving Party free of any obligation of confidence when disclosed to it;
- was dispersed into the public domain through no fault of the Receiving Party; or
- is disclosed by the Receiving Party pursuant to governmental or judicial order or request provided that the Receiving Party shall, whenever practicable, promptly notify the Disclosing Party. The Receiving Party shall co-operate to all reasonable extents with the Disclosing Party in contesting such order or request.

11.3 The Proprietary Information disclosed shall be and remain the property of the Disclosing Party.

11.4 The Proprietary Information shall not be used by the Receiving Party for any purpose except as specifically required by the Agreement and shall only be disclosed within the organization of the Receiving Party to employees with a need to know and who are bound by obligations of strict confidentiality. Subject to the limitations in the foregoing, Terma may share Licensee Proprietary Information with other parts of the Terma Group strictly for purposes of Terma's performance of its obligations pursuant to 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 Notices. 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:**

Software (TGSS Product name)	ESA software (cf. Clause 2.9)	Export Control restrictions (cf. Clause 10)
TSC	None	Yes – EU Dual Use
CCS5/SCS5	None	Yes – EU Dual Use
uNIS	ESA License	None
TRACK	None	None
TEMU	None	None
ORBIT	Not released yet	
STAT	Not released yet	
PLAN	Not released yet	