

Terms of Use [Usage Policy]

THESE TERMS OF USE (THE “TERMS”) OUTLINE YOUR RIGHTS AND RESPONSIBILITIES WHEN USING SATELLOGIC’S (“SATELLOGIC,” “WE,” “OUR,” “US”) WEBSITE(S), PRODUCTS, SERVICES, APPLICATIONS, AND MATERIALS (COLLECTIVELY, THE “SERVICES”). BY ACCESSING, DOWNLOADING, OR USING THE SERVICES, YOU, ON BEHALF OF YOURSELF OR YOUR ORGANIZATION, ARE EXPRESSLY AGREEING TO BE BOUND BY ALL OF THESE TERMS. SATELLOGIC IS WILLING TO GRANT THE RIGHTS AS OUTLINED HEREIN AND MAKE THE MATERIALS AVAILABLE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT THESE TERMS.

These terms include the provisions in this document, as well as those in our [Privacy Policy](#).

Changes to Terms

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the www.satellogic.com website, by sending you an email, and/or by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

Basics of Using the Services & End-User License

Satellogic may provide or display Services Materials which may include: raw satellite images; processed satellite images; and data derived from the processing of satellite images, including vector data, aggregated data, prediction models, etc. (collectively, the “Materials”).

Subject to the terms and conditions of these Terms, we hereby may grant you a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Materials and Services in the following ways, in each case solely for your internal, ordinary-course-of-business purposes at your facilities that are not located in a Sensitive Location (as defined below):



- (a) Make an unlimited number of copies of the Materials for your sales and marketing efforts;
- (b) Modify the Materials;
- (c) Provide the Materials to your contractors to create a derivative work thereof;
- (d) Release hardcopy prints of the Materials on a limited, non-commercial basis in research reports or similar publications, provided that you conspicuously identify Satellogic as the source of such Materials;
- (e) Post Materials and derivative works thereof to Internet web sites, provided that you shall:
 - 1. Use your best efforts to ensure that your end users are precluded from downloading, creating, or otherwise obtaining any image data or screen capture of such Materials or derivative works, except that you may permit end users to download such derivative works that are displayed and downloadable at less than 8 bits in resolution and are not georeferenced,
 - 2. Provide prior written notice to Satellogic of the URL(s) for such web sites, and
 - 3. Conspicuously identify Satellogic as the source of any such Materials or derivative works;
- (f) View and annotate maps; and
- (g) Create KML files and map layers.

Any display, distribution, or other provision of the Materials to a third party in accordance with the foregoing license must include the following notice: "Powered by Satellogic ©Year" or "Copyright © Satellogic Year."

If you are an entity or organization, the foregoing license applies to multiple users within your organization, where a single entity or organization means one of the following:

- A corporation (but excluding affiliates thereof);
- A federal government agency (only below the Executive Cabinet level);
- A county government (across all departments thereof);
- A state or provincial government agency; or
- A city or municipal government (across all departments).

Use Restrictions

The Services that Satellogic provides are intended for **peaceful use only**, and shall not be used to aid in offensive aggressions, terrorism, violations of law, or discrimination.

You represent, warrant, and agree that you will not contribute any Materials or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that aids or implements practices violating basic human rights or civil liberties of any person; that may further a military or political objective; or creates, or assists in the creation of, databases of identifying information for any government to abrogate any human rights, civil rights, or civil liberties of individuals on the basis of race, gender or gender identity, sex, sexual orientation, religion, or national origin, age, disability, marital status, citizenship, genetic information or any other characteristic.

In addition, you represent, warrant, and agree that you will not contribute any Materials or User Submission (defined below) or otherwise use the Services or interact with the Services in a manner that:

- (i) infringes or violates the intellectual property rights or any other rights of anyone else (including Satellogic);

- (ii) violates any law or regulation, including any applicable export control laws;
- (iii) disseminates material that is abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, malicious, or otherwise objectionable;
- (iv) jeopardizes the security of your Satellogic account or anyone else's (such as allowing someone else to log in to the Services as you);
- (v) attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (vi) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (vii) runs maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (viii) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Materials (through use of manual or automated means);
- (ix) copies or stores any significant portion of the Materials (even if merged with other materials), other than as expressly permitted herein;
- (x) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services (except to the extent the foregoing reverse-engineering prohibition is prohibited by applicable law);
- (xi) transmits viruses, trojan horses, or any other malicious code or program;
- (xii) is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (xiii) engages in any other activity reasonably deemed by Satellogic to be objectionable and/or to be in conflict with the spirit or intent of these Terms;
- (xiv) sells, licenses, transfers, or discloses the Materials or Services in any manner not expressly permitted herein;



- (xv) alters or removes any copyright notice or proprietary legend contained in or on the Materials or Services, or removes, obscures, or alters any terms of service or any links to or notices of those terms (including without limitation these Terms), or any copyright, trademark, or other proprietary rights notices;
- (xvi) redistribute or sell any part of Satellogic's products or services or creates a new product or service based on Satellogic's products or services (unless you use the Satellogic APIs in accordance with their terms of service);
- (xvii) mass downloads or creates bulk feeds of the Materials;
- (xviii) creates or augments any other mapping-related dataset (including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in a product or service that is a substitute for, or a substantially similar service to, Satellogic's products or services;
- (xix) uses any part of the Materials or Services with other people's products or services for or in connection with real-time navigation or autonomous vehicle control, except through a specific Satellogic-provided feature;
- (xx) permits anyone to do any of the foregoing.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services. For purposes hereof, the term "User Submission" means anything you post, upload, share, store, or otherwise provide through the Services.

Service Account

You represent and warrant that you are an individual of legal age to form a binding contract. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Services for your own internal commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you and in accordance with the terms of use outlined herein. If your use of the Services is prohibited by applicable laws, then you are not authorized to use the Services. We cannot and will not be responsible for your use of the Services in a manner that breaks the law.

You may be required to sign up for an account, and select a password and username ("Satellogic User ID"). If you do so, you agree to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Satellogic User ID a name that you do not have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. You're responsible for any activity



associated with your account.

Sensitive Locations

In an effort to guarantee your compliance with these Terms, Satellogic may keep a list of sensitive locations and apply extra controls and provisions regulating access to Services, Materials and data that reference locations in this list. This list may change from time to time at our sole discretion. The company reserves the right to delay delivery of images and data pertaining to sensitive locations.

Availability

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Materials from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Materials in violation of these Terms), in our sole discretion, and without notice.

Term and Termination

Satellogic is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. Satellogic has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Materials associated with your account, so keep that in mind before you decide to terminate your account. Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership of intellectual property rights, and terms regarding disputes between us.

Use of the Materials

The Materials are protected by copyright and/or other intellectual property laws. You agree to abide by all copyright notices, trademark rules, information, and restrictions contained in any Materials you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Materials not owned by you, (i) without the prior consent of the owner of those Materials or (ii) in a way that violates someone else's (including Satellogic's) rights.

You understand that Satellogic owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

DISCLAIMER

THE SERVICES AND MATERIALS ARE PROVIDED BY SATELLOGIC (AND OUR LICENSORS AND SUPPLIERS) "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND SATELLOGIC (AND OUR LICENSORS AND SUPPLIERS) EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE,



NON-INFRINGEMENT, ACCURACY, UNINTERRUPTED PERFORMANCE OR SECURITY.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, SATELLOGIC (AND OUR LICENSORS OR SUPPLIERS) WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR (I) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, GOODWILL, REVENUE, OR PROFITS, OR (II) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (A) \$100.00 USD OR (B) THE AMOUNTS PAID BY YOU TO SATELLOGIC IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. THESE LIMITATIONS APPLY TO ANY THEORY OF LIABILITY AND EVEN IF A REMEDY DEFINED HERE IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Compliance With Laws

With respect to the use of the Services or the disposition of the Materials, you shall comply fully with all applicable laws and regulations. Without limiting the foregoing, you shall ensure that neither the Materials nor any part or derivation thereof is (a) exported, reexported, transferred, retransferred, or released, directly or indirectly, in violation of any applicable export controls, economic sanctions, trade control laws or regulations, or other applicable laws or regulations (including U.S. export controls laws or regulations), (b) used for any purpose that could render you or Satellogic subject to potential sanction or impairment under economic, trade or financial sanctions or embargoes enacted by the United Nations Security Council, Her Majesty's Treasury, the European Union or its Member States, or the United States (including U.S. secondary or retaliatory sanctions), or any other similar sanctions imposed by an governmental body to which your or Satellogic is subject (collectively "Sanctions") or (c) provided to or the subject of any transaction or dealing, directly or indirectly, with or related to an Embargoed Jurisdiction or Sanctioned Person. "Embargoed Jurisdiction" means a country, region, territory or government with respect to which the U.S. government imposes a trade or investment embargo (presently the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria), and any official government agencies, representatives or agents of any of the foregoing, and any country, region, territory or government that otherwise is or becomes subject to comprehensive U.S. sanctions and any official government agencies, representatives or agents of any of the foregoing. "Sanctioned Person" means any legal entity, individual or group that is currently the subject or target of any Sanctions or with respect to which or whom U.S. citizens or lawful permanent residents are generally forbidden to transact under economic sanctions including, without limitation, persons on the U.S. Department of Commerce's Entity List or Denied Persons List, persons on the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons ("SDN List") or Sectoral Sanctions Identifications List ("SSI List"), and any affiliates of any persons on the SDN List or SSI List. By agreeing to these Terms, you agree to the foregoing and represent and warrant that you are neither a Sanctioned Person nor located in, under the control of, or a national or resident of any Embargoed Jurisdiction.

Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Satellogic's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.



Indemnification

You will hold harmless and indemnify Satellogic and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to your use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees.

Choice of Law & Dispute Resolution

These Terms are governed by and will be construed under the laws of New York, New York and the United States, without regard to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in New York, New York USA, in English, in accordance with the Arbitration Rules of the International Chamber of Commerce ("ICC") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of ICC arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the courts located in New York, New York USA.

Miscellaneous

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Satellogic may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Satellogic, and you do not have any authority of any kind to bind Satellogic in any respect whatsoever.

You and Satellogic agree there are no third party beneficiaries intended under these Terms.