

## Satellogic Terms and Conditions of Services – March 14, 2022

### 1. Scope

These Terms and Conditions of Service ("Terms and Conditions") apply exclusively to the ordering and rendering of services ("Services") from suppliers ("Supplier") to Urugus S.A., dba Satellogic, or designated affiliate, including, but not limited to, Satellogic Netherlands B.V. ("Satellogic") as the recipient of these Services pursuant to a service order.

### 2. Acceptance

Deviating or supplementary Terms and Conditions of Suppliers are not binding for Satellogic even if Satellogic does not expressly object to them or the Supplier declares that they only deliver based on their Terms and Conditions. Any performance by Supplier pursuant to Satellogic's service order, including, without limitation, performance of services, shall be deemed to be an acceptance solely upon these Terms and Conditions. Terms and Conditions of the Supplier are only binding for Satellogic if they have been expressly confirmed in writing by Satellogic.

### 3. Entire Agreement

3.1. A service order placed by Satellogic is an offer to the Supplier to perform the Services specified in the service order subject to these Terms and Conditions. Satellogic may revoke the service order at any time.

3.2. The acceptance of a service order shall contain all required service information, in particular the exact description of the Services ordered, order number, order date, delivery date and price. Any modifications or additions to a service order shall be expressly confirmed by Satellogic in writing for them to be binding.

3.3 Unless a written service agreement has been executed by both parties, these Terms and Conditions and Satellogic's service order

together constitute the entire agreement of the parties covering the Services rendered by Supplier to Satellogic. These Terms and Conditions supersede all other written or oral agreements between the parties with respect to the rendering of Services pursuant to Satellogic's service order. Supplier and Satellogic may modify these Terms and Conditions only by an express written agreement signed by both parties.

### 4. Supplier Warranties

4.1 Supplier represents and warrants to Satellogic that: (i) all Services shall conform to the specifications and/or other descriptions furnished or approved by Satellogic, shall be of good quality, shall be fit and sufficient for the purpose intended; (ii) Supplier will comply with all applicable laws, rules, regulations, orders or other directives in the provision of Services; (iii) the Services do not infringe or constitute a misappropriation of any right of any third party, including any intellectual property or confidentiality rights; and (iv) Services are conducted with due skill, care and diligence. These warranties shall be in addition to any other warranties customarily extended by Supplier to its customers and shall survive inspection, test, acceptance, and payment.

### 5. Changes to Service Orders

No changes or substitutions shall be made in the service order without the prior written consent of Satellogic. Satellogic shall, by submission of a written change order to Supplier, have the right to make changes to a service order at any time with respect to specifications, places, and times of delivery. If Supplier reasonably believes that a change requested by Satellogic affects the price or delivery date for Services, Supplier shall notify Satellogic in writing (with adequate supporting documentation) within 5 business days after receipt of Satellogic's change order, and Supplier shall not perform the requested changes without the prior written consent of Satellogic. Satellogic and Supplier shall mutually agree in writing on

## Satellogic Terms and Conditions of Services – March 14, 2022

any adjustments in the price and/or delivery date resulting from the requested change. Supplier's claim for an adjustment in price or delivery date will be deemed to have been waived unless asserted by Supplier within 5 business days after receipt of Satellogic's change order. In no event shall Supplier stop performance of any unaffected portion of the service order while Satellogic and Supplier are in the process of making any changes and adjustments.

### **6. Late Delivery**

TIME IS OF THE ESSENCE. It is a condition of Satellogic's service order that deliveries conform to the schedule set forth in such order. Therefore, the agreed delivery dates shall be firm deadlines and shall apply to the entire delivery. Supplier shall promptly notify Satellogic of any actual or anticipated delays in delivery and shall, at Supplier's expense, take all reasonable steps to avoid or end such delays. If Supplier fails to deliver all or any portion of Services on or before the promised delivery date, Satellogic shall have the right to cancel the service order, without liability, for any Services not yet delivered. In addition, Supplier agrees to indemnify and hold Satellogic harmless from any losses, penalties, liabilities, and obligations, including, without limitation, the cost of cover and any other costs, expenses, and attorneys' fees, arising out of or relating to Supplier's failure to deliver in accordance with the schedule set forth in the service order.

### **7. Late Delivery Penalties**

Without prejudice to Satellogic's additional rights and remedies available in law or by virtue of these Terms and Conditions, in the event a Supplier breaches a firm delivery deadline, Satellogic will be entitled to claim a pre-liquidated late delivery penalty of 0.25% of the total net service order value per calendar day the delivery date is exceeded, capped at 5% of service order invoice value. Late delivery penalties may be

offset by Satellogic in Supplier invoices.

### **8. Additional work or less work**

8.1 As set out in Section 5, Satellogic shall be entitled to change the contents and scope of the service order, including any additional or less work. In the case of additional work, Supplier will issue a written offer regarding the price and the delivery term associated with this, as well as the consequences for the other work to be carried out by the Supplier.

8.2 Additional work will not be carried out by the Supplier until it has been instructed in writing by Satellogic. Additional work does not in any case include additional work that the Supplier could or should have foreseen in order to deliver the agreed performance(s) and functionality(s) or that is the result of an attributable shortcoming on the part of the Supplier.

### **9. Indemnity**

Supplier agrees to indemnify and hold harmless Satellogic, its subsidiaries, affiliates, successors and assigns, against any and all claims, demands, losses, damages, liabilities and obligations, including, without limitation, costs, expenses and attorneys' fees, arising out of or relating to:

(i) any claim that Services or the use of Services constitutes an infringement of any patent, copyright, trademark, trade name, service mark or other proprietary right; (ii) any claim that Services are insufficient; (iii) any breach of warranty by Supplier; (iv) any breach of confidentiality by Supplier (v) any claim for injury, death and/or damage to property arising from or related to the Services and/or caused by the negligence of Supplier.

### **10. Prices, Taxes and Payment Terms**

10.1. Prices for Services shall be as set forth in Satellogic's service order, and Satellogic shall not be liable to Supplier for any charges other than those specified on

## Satellogic Terms and Conditions of Services – March 14, 2022

Satellogic's service order. Notwithstanding the foregoing, the price to be paid by Satellogic for Services under the service order shall not be greater than the price paid by Supplier's similarly situated customers purchasing similar services in similar quantities.

10.2. Except as otherwise specified in Satellogic's service order, the price for Services includes all taxes, duties or assessments with respect to the Services or their sale hereunder. In the event Satellogic becomes liable to pay any such taxes, duties or assessments, the Supplier will indemnify Satellogic therefor.

10.3. Increase in prices shall be limited to at most once a year, but not within one year of the placing of the service order. Satellogic will be informed in writing by the Supplier of any increase in prices, stating the basis and method of calculation, at least one month before the effective date. The maximum percentage of change will be the CBS consumer index. Price reductions may be implemented at any time.

10.4. Due dates for the payment of invoices will be computed from the date of receipt by Satellogic of a correct and complete invoice. Unless otherwise agreed by the parties in writing, terms of payment shall be 30 days from the receipt of such an invoice for all Services accepted by Satellogic.

### **11. Force Majeure**

11.1. Force majeure refers to an event which is unforeseeable, unavoidable, and external at the time of its occurrence, beyond the control of the affected party and renders the performance of the service order impossible for the affected party, including but not limited to, Acts of God, governmental administrative acts or omissions, consequences of natural disasters, epidemics, war hostilities, and terrorist attacks.

11.2. The party claiming the occurrence of an event of force majeure shall send a written notice within 10 business days to the other party with a description of the event and workaround and mitigation plans. If the delivery date or delivery period is exceeded due to force majeure, Satellogic may either request the delivery obligation be performed at a later time or, if these circumstances cannot be remedied within a reasonable time, Satellogic may terminate the service order without notice. In this case Satellogic shall be only liable for payment of those already delivered in accordance with the service order.

### **12. Work at Satellogic's location**

12.1. In so far as work is performed at locations where Satellogic's or Affiliates of Satellogic are located, the Supplier will ensure that the applicable rules of conduct applicable there are known to his employees and any third parties working for Supplier and that these rules are strictly observed. Satellogic will supply these rules of conduct to the Supplier before the start of the work. If and in so far as the performance of the service order may cause nuisance or damage in any way at a location of Satellogic, Supplier will notify this to Satellogic beforehand.

12.2. If an employee of Supplier or a third party working for him is not satisfactory in Satellogic's opinion, Satellogic will enter into consultation on the subject with Supplier. At Satellogic's request Supplier will replace this employee or this third party as soon as possible. This replacement will be at least equivalent in expertise, education and experience to the person or third party to be replaced and will not lead to a cost increase or a delay for Satellogic. Satellogic is entitled to deny anyone access, which also comprises the power to remove anyone from the location.

12.3. Supplier will report the arrival of employees and third parties working for him at a location of Satellogic to the responsible officer of Satellogic. Supplier will see to it that these employees and third parties working for him have a document showing that this person works for or on behalf of Supplier.

### **13. Self-employed persons**

13.1. The following provisions shall apply in the case of self-employed persons (in Dutch: *“zelfstandigen”*) who perform Services for Satellogic.

13.2. Supplier is obliged to be registered as an independent professional with the Chamber of Commerce. As such, Supplier shall perform paid work at his own expense and risk on the instructions of others, not being the realization of a work of material nature, the storage of goods, the publishing of works, or the transporting of persons or goods or having them transported.

13.3. Satellogic and the Supplier have entered into the service order under which the Supplier, in his capacity as an independent professional, performs services for Satellogic, whereby Satellogic is not obliged to withhold and pay income-related contributions under the Healthcare Insurance Act, employee insurance premiums and payroll tax and national insurance premiums (“Pay-roll Taxes”). Supplier shall indemnify Satellogic for any claims in relation to the withholding and payment of Pay-roll Taxes, including any fines from the tax authorities or benefit agencies.

### **14. Subcontracting of work**

14.1. If there is subcontracting of work (in Dutch *“onderaanneming van werk”*), the Supplier’s obligations shall include:

(i) presenting on request sufficient proof of a valid registration certificate with a trade association; (ii) submitting, upon request,

proper (payroll) records of all employees deployed by him from week to week for the purposes of the work; (iii) allowing inspection of the payroll records on request; (iv) upon request, presenting an original statement of payment history from the tax authorities, not older than three months, as referred to in the Liability of subcontracts Act (in Dutch: *“Wet Ketenaansprakelijkheid”*), which forms part of the Collection of State Taxes Act 1990 (in Dutch: *“Invorderingswet”*) and any implementing regulations (more specifically the *“Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004”*).

14.2. The Supplier must have a G-account at his disposal. Satellogic is always entitled to pay the Supplier the Pay-roll Taxes owed in respect of the work by depositing the amount in its blocked account within the meaning of the Liability of subcontracts Act.

14.3. Where appropriate, Satellogic is entitled to remit the part of the contract sum relating to the Pay-roll Taxes due for employees of the Supplier directly to the tax authorities and the benefit agencies.

14.4. If Satellogic is held liable for pay roll taxes (income-related contributions under the Healthcare Insurance Act, employee insurance premiums and payroll tax and national insurance premiums) that have not been paid by the Supplier or contractors of the Supplier, Supplier shall indemnify Satellogic for any claims in relation to the withholding and payment of pay-roll taxes, including any fines from the tax authorities or benefit agencies.

### **15. Materials**

15.1. All materials provided by Satellogic, including on a loan basis, including but not limited to, designs, specifications, documentation, models, material, equipment, components, production resources, packaging, tools, measuring instruments, devices, or the other items

## Satellogic Terms and Conditions of Services – March 14, 2022

("Materials") which are provided to the Supplier as intended for the performance of the service order shall remain the property of Satellogic, unless otherwise expressly agreed.

15.2. The Supplier may only use the Materials for performing the service order, excluding any other purposes. Materials will be considered Satellogic proprietary and confidential information. Supplier will not allow third party access to the Materials or dispose of them without the prior written agreement of Satellogic.

15.3. Materials shall be clearly identified as the property of Satellogic, and the Supplier shall keep them secure and apply the same standard of maintenance and care as Supplier would for its own materials. The Supplier shall bear the risk of loss and damage for materials and items provided unless the Supplier was not responsible for the loss or damage. The Supplier is obligated to insure the Materials at its own cost against all insurable risks (all risk cover) for the amount of their replacement value and to provide evidence of this to Satellogic on request. The Supplier will fully indemnify Satellogic in the event of loss or damage to the Materials. Promptly upon request, the Supplier shall return all documents received from Satellogic in full including any copies and drawings made thereof or shall securely destroy these at Satellogic's request. Unless otherwise provided by law, the Supplier does not have any rights of retention or pledging rights with regard to any Materials or other items provided by Satellogic.

### **16. Intellectual Property Rights**

16.1. Everything delivered by Supplier under a service order or delivered as a result of a service order will become the property of Satellogic. To the extent that Satellogic does not already own the copyright to the work produced, the Supplier will transfer this to Satellogic at

Satellogic's first request and take the necessary delivery actions.

16.2. Any transfer of copyrights shall always include the relinquishment of the Supplier's rights as referred to in article 25, first sentence, under a, b, and c, as well as in article 25, penultimate sentence, of the Copyright Act 1912 (in Dutch: "Auteurswet") for the benefit of Satellogic, all this to the extent permitted by the Copyright Act.

16.3. Models, techniques, instruments, including software, used for the execution of the Agreement and included in an advice or research result are and remain the property of the Supplier. Satellogic is, however, entitled to make unlimited use of the advice or research result based on such models, techniques and instruments, without being required to pay any further compensation for this.

16.4. Supplier shall not acquire any intellectual property rights from Satellogic under these Terms and Conditions, the service order or otherwise.

16.5. The Supplier shall indemnify and hold Satellogic harmless against any claims by third parties regarding intellectual property claims in accordance with Section 9.

### **17. Confidentiality**

17.1. The Supplier shall treat the existence of the business relationship with Satellogic and all information and documents (including but not limited to, drafts, samples, production resources, models, data carriers, prototypes, diagrams, drawings, calculations, knowledge) of Satellogic which become known to the Supplier as a result of the business relationship, and which was not already generally known to the public, as confidential and to not use it for purposes other than those expressly determined by

## Satellogic Terms and Conditions of Services – March 14, 2022

Satellogic. The information in orders from Satellogic shall also be kept confidential. Any Supplier subcontractors are also to be accordingly bound by confidentiality. The confidentiality obligation shall continue after the end of the business relationship in perpetuity.

17.2. The Supplier may only reference Satellogic within the scope of advertising, when providing references or in other publications if this has been expressly agreed in writing by Satellogic in advance. Supplier shall provide the draft of the proposed copy, the location(s) and the dates to Satellogic for review and decision on approval.

17.3. Both parties agree that the terms of any Non-Disclosure Agreement (“NDA”) signed between the parties shall govern disclosures between the parties. In the event the NDA expires or is terminated prior to the expiration or termination of a service order, the terms of the NDA shall remain in full force and effect.

### **18. Insurance**

Supplier shall maintain adequate employer liability and commercial general liability insurance covering risks that are typically covered within the industry, including products and contractual liability coverage. Upon request by Satellogic, Supplier shall provide satisfactory evidence of such insurance.

### **19. Assignment and Subcontractors**

These Terms and Conditions are binding upon, and inure to the benefit of Satellogic, Supplier and their successors and permitted assigns. Supplier may not assign, delegate, or subcontract its obligations under Satellogic’s service order, in whole or in part, without Satellogic’s prior written consent. Any purported assignment, delegation or subcontract made without Satellogic’s

consent shall be void.

### **20. Termination**

Satellogic may terminate the service order any time. Termination shall be without prejudice to all other indemnification rights and remedies available in law or under these Terms and Conditions.

### **21. Data protection**

21.1. The Supplier will comply with all applicable Data Protection law as and regulations (“Applicable Data Protection Law”). The Supplier warrants that (i) it will process personal data as well as confidential data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and (ii) it will take appropriate technical and organizational measures against the unauthorized or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data, including, but not limited to, technical and organizational security measures.

21.2. If the Supplier processes personal data under the instruction of Satellogic, parties will enter into a separate Data Processing Agreement.

21.3. The Supplier agrees that Satellogic is entitled to store, edit, and process all order-related personal data received in compliance with Applicable Data Protection Law.

### **22. Compliance with Laws and Satellogic’s Internal Policies**

22.1. The Supplier hereto agrees to comply with the laws and regulations of its own country including but not limited to non-discrimination of employees and/or contractual partners, combating corruptibility and bribery of domestic and foreign public officials, protection international human rights and

## Satellogic Terms and Conditions of Services – March 14, 2022

environmental responsibility. Supplier undertakes to comply with Satellogic's Anti-Corruption and Anti-Bribery Policy and Satellogic's Sanctions Compliance Policy available on its website.

Supplier unconditionally accepts and commits to comply with Satellogic's Supplier Code of Conduct.

### **23. No Partnership or Joint Venture**

The parties agree that nothing in these Terms and Conditions will create any agency, employment, partnership, joint venture, or fiduciary relationship between Supplier and Satellogic.

### **24. Waiver**

Satellogic's waiver of any breach, act or omission of Supplier is not to be deemed a waiver of any subsequent similar breach, act or omission. Satellogic's delay or failure to enforce its rights under these Terms and Conditions shall not be deemed a waiver of such rights.

### **25. Severability**

The invalidity of any portion of these Terms and Conditions shall not invalidate any other portion of these Terms and Conditions and, except for such invalid portion, these Terms and Conditions shall remain in full force and effect. If for any reason any portion of these Terms and Conditions is illegal or unenforceable, such provision will be severed, and the remainder of these Terms and Conditions shall be interpreted in a manner that will not affect the enforcement of the remaining provisions.

### **26. Governing Law and Jurisdiction**

The law of The Netherlands shall govern exclusively all legal relationships between Satellogic and the Supplier, without giving effect to the choice of law provisions thereof. The parties agree to submit any controversies and disputes to ICC arbitration in Amsterdam (The Netherlands), after first having attempted to resolve them in good faith.