## GHGSAT

## GHGSat Inc. End-User License Agreement ("EULA") 2023

THIS END USER LICENSE AGREEMENT ("LICENSE") IS A LEGAL AGREEMENT BETWEEN YOU ("CUSTOMER") AND GHGSAT INC. ("GHGSAT"), LOCATED AT 500-3981 ST-LAURENT, MONTREAL, QC, CANADA H2WIY5. UNLESS A SEPARATE LICENSE AGREEMENT HAS BEEN EXECUTED BETWEEN CUSTOMER AND GHGSAT, CUSTOMER WILL BE DEEMED TO HAVE ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THIS LICENSE IF CUSTOMER INSTALLS AND/OR USES ANY SATELLITE OR AIRCRAFT IMAGERY OR DATA GENERATED FROM GHGSAT ("PRODUCT"). IF CUSTOMER DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE AND NO SEPARATE LICENSE AGREEMENT HAS BEEN EXECUTED BETWEEN CUSTOMER AND GHGSAT, CUSTOMER MUST IMMEDIATELY DESTROY THE ENCLOSED PACKAGE WITHOUT INSTALLING AND/OR USING THE PRODUCT.

- 1. OWNERSHIP: The Product is protected by copyright law and is also confidential information; it is licensed, not sold to you for limited purposes. All title in and to the Product, its elements and all intellectual property rights in or related thereto are and will remain the exclusive property of GHGSAT INC. ("GHGSAT"). GHGSAT owns and will continue to own all title in any copy, translation, modification, or adaptation of the Product, including any kind of output that contains the pixel structure and information of the original imagery data from the delivered Product.
- 2. GRANT OF LICENSE: GHGSAT grants to Customer a limited, non-transferable, non-exclusive, revocable, perpetual license to use the Product and any accompanying written materials, and anything derived therefrom, solely as set forth in this License (the "Grant of License"). Except as specifically set out herein, no other rights in or to any of the Product or any other intellectual property of GHGSAT, is granted by this License.
- 3. PERMITTED USES: Customer agrees and understands that it MAY: a. make an unlimited number of soft and hard copies of the Product for the internal use of Customer and internal backup purposes only; b. provide the Product to Customer's employees and/or contractors or consultants directly related to Customer's internal use of the Product all of whom must agree (i) to maintain confidentiality of the Product under terms no less restrictive than Customer's duty hereunder and (ii) that they will not retain the Product or copies thereof after completion of Customer's internal use; c. store, post or process the Product in a system that is not accessible by the public through the use of sufficient information assurance measures commensurate with industry standards regarding the protection of sensitive data; and d. derive analyses from the Product, but only where such derived analyses do not contain the pixel structure and information of the original imagery data from the delivered Product and such derived analyses irreversibly modify and uncouple the work from the Product source, such that extraction of the principal features and characteristics of the licensed Product is impracticable (the "Derived Analysis"). A Derived Analysis is not considered as licensed under this License. Customer shall follow the requirements of copyright marking noted in Section 9. below.
- 4. PROHIBITED USES: Without limiting the generality of the foregoing, Customer agrees and understands that it MAY NOT: a. sell, lease, rent, distribute, sub-license, or transfer the Product; b. reverse engineer, disassemble, decompile or adapt the Product; c. post the Product to Internet websites or to any other form of network storage or system in a non-secure format that allows unauthorized access and/or manipulation of the Product; or d. alter or remove any Copyright notice or proprietary legend contained in or on the Product.
- 5. WARRANTY: The Product is licensed "as is" with no express or implied warranty of any kind. GHGSAT EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE OR AGAINST INFRINGEMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR SELECTION OF THE PRODUCT TO ACHIEVE CUSTOMER'S INTENDED RESULTS OR FOR CUSTOMER'S PARTICULAR APPLICATIONS, AND NO WARRANTIES, GUARANTIES OR REPRESENTATIONS ARE MADE REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCT IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE.
- 6. LIMITATION ON LIABILITY: IN NO EVENT WILL THE LIABILITY, IF ANY, OF GHGSAT FOR DAMAGES RELATING TO THE PRODUCT OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THIS LICENSE EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00),



## GHGSat Inc. End-User License Agreement ("EULA") 2023

REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY, TRADE PRACTICES, OR OTHERWISE. IN NO EVENT WILL GHGSAT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND. THE LIMITATIONS CONTAINED IN THIS SECTION ARE NOT MADE WHERE PROHIBITED BY LAW.

- 7. SATELLITE REGULATIONS & EXPORT CONTROL LAWS: Customer will comply with all applicable satellite licensing, import and export and any other applicable laws, restrictions and regulations of all applicable jurisdictions that may be in effect during the term of this License. For information purposes only, and to the best of GHGSAT's knowledge, applicable laws and regulations may non-exhaustively include *Canada's Remote Sensing Space Systems Act* (S.C. 2005, c. 45) and associated regulations (SOR/2007-66), as amended from time to time, which stipulate that any one of several ministers may at any time restrict the use of the Products.
- MISCELLANEOUS: (1) This License is the complete and exclusive agreement between Customer and GHGSAT as to the matters set forth herein and integrates all prior discussions and understandings. (2) GHGSAT will be entitled to terminate this License in the event of a breach by the Customer of any of the terms of this License. (3) This License cannot be modified or rescinded, nor may any of its terms be cancelled or waived, unless clear prior written approval has been given by GHGSAT. (4) Acceptance of this License is expressly limited to the terms and conditions set forth herein; any additional or inconsistent terms provided by Customer in any other documents such as a Customer purchase order, that purport to be applicable to the License, will not have any legally binding effect unless GHGSAT expressly agrees otherwise. (5) The failure of GHGSAT to insist upon strict performance of any of the terms and conditions of this License will not be deemed a waiver of any rights or remedies that GHGSAT may have and will not be deemed a waiver of any subsequent default of the terms and conditions of this License. (6) Neither this License nor any of the rights or obligations hereunder may be assigned or transferred by Customer without the prior written consent of GHGSAT. This restriction on assignment or transfer will apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation. (7) In the event that any provision of this License is declared invalid or unenforceable, the remaining provisions of this License will continue in full force and effect. (8) The laws of the Province of Ontario, Canada govern this License. (9) Upon providing five (5) days written notice to Customer, GHGSAT or inspection staff appointed by GHGSAT may inspect Customer's records, accounts and books relating to the use of the Product to ensure that the Product is being used in accordance with this License. (10) Customer acknowledges that any actual or threatened breach of Section 2 would likely cause GHGSAT irreparable harm that could not be fully remedied by monetary damages. So, Customer agrees that GHGSAT will have the right, in addition to any other remedy available to it, to seek injunctive or other equitable relief from a court of competent jurisdiction, without proof of actual damage, as may be necessary to prevent such breach.
- 9. COPYRIGHT MARKING: Any copyright notice(s) inscribed on/in the Product must not be altered, covered, removed or otherwise interfered with. Any work that incorporates the Product must conspicuously acknowledge the following: "GHGSAT Data and Products Copyright © 2023 GHGSAT Inc. All rights reserved."
- 10. CONFIDENTIALITY: The Customer acknowledges that the Product and the data contained therein are extremely valuable intellectual property and that part of the value therein derives from maintaining confidentiality of the Product and the associated data. Accordingly, the Customer agrees that it shall hold the Product and the associated data in the strictest confidence and will not disclose same to anyone other than as permitted herein.

If the Customer or any authorized party as noted above is required by law to make any disclosure of the Product or the data associated therewith, it must first provide to GHGSAT the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made and an opportunity to seek a protective order in respect of such disclosure if deemed necessary or appropriate by the other party, provided that the opportunity to seek a protective order does not cause the party subject to the disclosure requirement to be in violation of the applicable law.