

END USER LICENSE AGREEMENT

IMPORTANT LEGAL NOTICE TO ALL USERS: CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LEGAL AGREEMENT BEFORE INSTALLING OR USING THE SOFTWARE OR DOCUMENTATION.

THE RIGHT TO USE THE SOFTWARE OR DOCUMENTATION IS CONDITIONED ON ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS AND CONDITIONS.

This End User License Agreement (“EULA”) is a legal agreement between the End-User and GomSpace A/S (“GomSpace”) to give the End-User a license to use the Software under the terms and conditions set forth in this Agreement.

If products are not returned to GomSpace, the Software is installed and/or otherwise used, End-User acknowledges to have read this EULA, understood its terms and conditions and agrees to be bound by such terms and conditions. If the End-User is accepting this EULA on behalf of a corporation or other legal entity, End-User declares to be authorized to do so.

If the End-User does not accept these terms and conditions, End-User must return the software and material unused to GomSpace or cease any and all attempts to download and install the Software and delete any material downloaded.

1. Definitions

“Legal Entity” – means a person or organization that can enter into contracts, and take part in legal action.

“Effective Date” – means the date where Order Confirmation (based on End-User’s Purchase Order) is issued to End-User.

“End-User” – means the legal entity to whom the Software License is granted.

“License” – means the rights granted to the End-User to use the Software on a given number of devices.

“Order Confirmation” – means a written accept and confirmation of the End-User’s Order.

“Purchase Order” – means first official offer issued to GomSpace, indicating types, quantities, and agreed prices for products or services.

“Software” – GomSpace owned software which the terms of this Agreement apply.

2. License Grant

Provided that:

- a. The End-User has legally acquired the ownership of the data carrier containing the Software
- b. Paid the applicable price, and
- c. Is using an authorized copy of the Software

GomSpace grants, during the term of this Agreement, the End-User a non-exclusive, non-transferable, limited license to the End-User, to install, run, use, operate and perform (“Use”) the Software and documentation on the computer system or file server for local use within the End-User’s network. This network must be owned, leased and/or controlled by the End-User or a member of the End-User’s corporate group, which includes a corporate End-User, a corporate End-User's majority-

owned subsidiaries, any parent company having a majority-owned interest in such corporate End-User, and such parent's majority-owned subsidiaries.

The license grants no rights whatsoever to the source code for the Software. The Software must only be used on the number of devices agreed upon according to the Purchase Order.

3. License Restrictions

The End-User may not, and agree not to or enable other to; translate, copy, decompile, reverse engineer, disassemble, isolate, separate, or otherwise attempt to derive source code from any Software or documentation, except and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation.

The End-User agrees to use the Software in compliance with all applicable laws, including local laws of the country or region in which End-User resides or in which End-User download or use the Software.

Restriction of Transfer

The End-User may not rent, lease or sublicense the Software either on a temporary or permanent basis. End-User may transfer the license to use the Software to another person or entity within the End-User's corporate group provided that:

- i) End-User transfers this EULA with the Software and
- ii) Any such transferee will be bound by this EULA and the End-User remains secondarily liable

If End-User transfers possession of any copy of the Software licensed under this Agreement to another person or entity except as described above, the license is automatically terminated.

Student License

Software intended for educational purposes is provided under "Student License". This license may only be acquired in an educational context by schools, universities, teachers, instructors and students. Student Licenses may only be transferred to a transferee meeting the requirements for licensing such version of the Software. This license may only be used for non-commercial purposes.

In Orbit Demonstration (IOD) License

Software intended for testing purposes is provided under "IOD License". This license may only be acquired in an IOD context and may only be used for non-commercial purposes.

4. Ownership/Intellectual Property Rights

The End-User does not acquire any ownership to the Software through downloading, installing or using of the Software. All right, title and interest in and to the licensed Software and Documentation, including without limitation, copyrights and trade secrets, are, and will, at all times, remain, the exclusive property of GomSpace and/or those parties who have licensed third-party Software and other Software for incorporation into the licensed Software, and nothing in this Agreement can be construed as transferring any aspects of such rights to End-User or any third party.

End-User acknowledges that the Software contains trade secrets and other valuable and confidential information of GomSpace, and End-User may not act or fail to act, in any way or manner to intentionally or negligently harm GomSpace's intellectual property rights.

5. Updates

In order to update the Software, a valid license to use the previous version of the Software is required. If the license to a previous version of Software is transferred to another person or entity, no updates will be made to it.

6. Disclaimer of warranties

THE END-USER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE IS PROVIDED AS IS, AND THE USE OF OR RELIANCE UPON THE SOFTWARE AND ANY THIRD-PARTY CONTENT AND SERVICES ACCESSED THEREBY IS AT THE END-USERS SOLE RISK AND DISCRETION.

GOMSPACE HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SOFTWARE AND THIRD-PARTY CONTENT AND SERVICES, WHETHER EXPRESSED, IMPLIED OR STATUTORY AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS LICENSED "AS-IS" AND "AS AVAILABLE", WITH ALL FAULTS. IN NO EVENT WILL GOMSPACE OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to End-User. To the extent that GomSpace may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of GomSpace's liability will be the minimum permitted under such applicable law.

GomSpace is not responsible or liable for the deletion of or failure to store or process any information or other content provided by End-User or transmitted in the course of using the Software. End-User is solely responsible for securing and backing up such submissions.

8. Waiver

Failure or neglect by the GomSpace to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the GomSpace's rights hereunder nor in any way affect the validity of the whole or any part of this License nor prejudice the GomSpace's rights to take subsequent action.

9. Third-party Content and Software

Certain software included in, distributed with or downloaded in connection with the Software may include third-party proprietary software products that are subject to separate license terms ("Third-Party Software"). All such Third-Party Software may include software or software components that are derived, in whole or in part, from software that is distributed as free software, open source software or under similar licensing or distribution models ("Open Source Software")

End-User's use of Open Source Software is subject in all cases to the applicable licenses from the Third-Party Software provider, which shall take precedence over the rights and restrictions granted in this EULA solely with respect to such Third-Party Software. End-User's shall comply with the terms of all applicable Third-Party Software and Open Source Software licenses, if any. Copyrights to Open Source Software are held by their respective copyright holders indicated in the copyright

notices in the corresponding source files. License terms for third-party content and software is made accessible with the software provided by GomSpace.

FOR THE AVOIDANCE OF DOUBT, GOMSPACE PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO SUCH THIRD-PARTY SOFTWARE, INCLUDING WITH RESPECT TO FUNCTIONALITY OF SUCH THIRD-PARTY SOFTWARE. GOMSPACE does not provide any warranty, maintenance, technical or other support for any Third-Party Software. Accordingly, GomSpace is not responsible for End-User's use of any Third-Party Software or any personal injury, death, property damage (including, without limitation, to End-User's home), or other harm or losses arising from or relating to End-User's use of any Third-Party Software.

10. Termination

The End-User may terminate this EULA at any time. Immediately upon termination for any reason, End-User's rights will cease and all rights granted will automatically revert to GomSpace.

Upon termination End-User must stop (a) using the Software and Documentation; (b) erase all copies of licensed Software and Documentation from computers and deliver to all tangible copies of the Software and Documentation to GomSpace; (c) pay all amounts due; and (d) take such acts and execute all documents reasonably requested to register or effect the termination.

GomSpace can terminate this EULA if the End-User is in material breach of this Agreement. It is considered a material breach if the End-User is not compliant with provisions 2 (License Grant), 3 (License Restrictions), 4 (Ownership/intellectual Property), 9 (Third-Party Content).

This EULA will automatically terminate;

- (a) when a new version of the EULA has been made available at <https://gomspace.com/home.aspx>. The End-User will be bound by all rights and obligations of the newest EULA, if it has been made available to the End-User, or
- (b) when the license has expired

GomSpace reserves the right to change the terms and conditions of this Agreement at any time without prior notice. In the event any changes are made, the revised version shall be posted on the above-mentioned website immediately.

11. Applicable Law, Jurisdiction and Dispute Resolution

The laws of Denmark will govern all matters arising out of or relating to this Agreement and all the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

All disputes, claims or controversies arising under or relating to this Agreement and its interpretation or performance, including the validity, scope and enforceability of this paragraph shall be finally settled by arbitration in Copenhagen, Denmark under the rules of the Danish Arbitration Act in effect at the time the proceedings begin by one (1) arbitrator appointed in accordance with said rules. The arbitration proceedings and all communications related thereto shall be conducted in English. Any decision resulting from such arbitration shall be final and binding upon the Parties.

Each party shall bear their own attorneys' fees and costs expended relating to the arbitration. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award.

12. Miscellaneous

This agreement constitutes the complete and exclusive agreement between GomSpace and the End-User with respect to the subject matter hereof and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other related communication between the parties. All rights not explicitly granted in this agreement are reserved. Any clause in this agreement, which is found to be invalid or unenforceable shall be deemed deleted and the rest of this agreement shall remain unaffected. The failure or delay of the GomSpace to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach

Unless otherwise provided, this Agreement may not be changed, waived, discharged, or terminated orally, but only by a written document signed by duly authorized officers of each of the parties hereto.

End-User agrees that regardless of any statute or law to the contrary, any claim or cause of action End-User may have arising out of or related to use of the Software or this EULA must be filed within 6 (six) months after such claim or cause of action arose or be forever barred.