

EXHIBIT A: End-User License Agreement (EULA)

The constellr End-User License Agreement governing Customer use of Data Products (including license scope, restrictions, ownership, disclaimers, export compliance, limitation of liability, termination, and survival) is hereby incorporated by reference.

Reseller shall ensure acceptance of the then-current EULA by each Customer. Company may update the EULA from time to time upon notice to Reseller, and Reseller shall implement such updates for new Customer orders.

End-User License Agreement

(the "EULA")

The EULA between constellr and End-User governs the granting of rights to constellr's earth observation data and any additional content, such as, but not limited to, imagery, data, product, value-added product, service or analysis (the "**Data**") provided by constellr GmbH, a German limited liability company with registered seat at Freiburg im Breisgau, Germany, registered in the commercial register of the local court Freiburg im Breisgau under HRB 721985 (hereinafter referred to as "**constellr**") to any End-User.

"**End User**" means any individual or entity that accepts the terms and conditions of this EULA and is provided with, directly uses, accesses or benefits from the Data.

The following terms and conditions represent a legally binding contract between the End-User and constellr. The End-User agrees to be bound by the terms of this EULA.

1. Data Licensing

- 1.1. constellr provides to End-User, i.e. allows End-User to access, process and use the Data in accordance with the provisions of this EULA, in particular Section 2 below.
- 1.2. All information, including, but not limited to any technical specifications, regarding the Data provided by constellr is dependent on external factors over which constellr has no control. End-User is aware that the Data, in particular, but not limited thereto, is cloud coverage dependent and that cloud cover and overcast sky can lead to spatial incompleteness of thermal infrared (TIR) based land surface temperature (LST) data, which can hinder the applications of the Data.
- 1.3. constellr shall use all reasonable care and skill in providing the Data and shall comply with all applicable laws thereto. Notwithstanding the aforesaid, the Data is provided by constellr on an "as is" basis without any warranties of any kind, either expressed or implied, including but not limited to any warranties of fitness for a particular purpose. Accordingly, constellr does not guarantee that End-User will be able to achieve the goals he is aiming for with the Data, nor that End-User acquires exclusive rights to the Data with the consequence that he can assert rights against third parties.

2. Rights to the Data

- 2.1. constellr hereby grants to End-User a non-exclusive, worldwide, fully paid, non-transferable and non-sublicensable right during the term of the respective agreement, to: (i) access, download, store and run the Data on any system and/or delivery platform; and (ii) reproduce,

copy, aggregate and otherwise process and use the Data as may be, in End-User's sole discretion, necessary or useful to serve the permitted use of the Data as specified in Section 2.2 below.

- 2.2. The Data may be used exclusively for environmental monitoring for civil purposes, e.g. agriculture, forestry, pasture, maritime, and urban applications. This includes (i) vegetative health monitoring, (ii) monitoring of water, energy and carbon balances / circles over land and sea and (iii) monitoring of key environmental variables such as temperature over selected areas.
- 2.3. The usage rights to the Data granted under this Section 2 do in particular include, but is not limited to, the following processing operations in connection with all or part of the Data: (a) testing and developing of own products and services; and (b) the creation of derivative works, e.g. reports, research papers, documentations, calculations models, schemes, concepts, including but not limited to AI models, as a result of modifying, combining, adapting, merging or aggregating (wholly or in part) the Data with other data or information provided that such data is not readily identifiable as deriving directly from the Data (or readily reverse-engineered such that it can be so identified); such data will be referred to as "**Derived Data**" and shall be treated in accordance with Sections 2.4 and 2.4 below.
- 2.4. All rights in the Derived Data (including all intellectual property rights) shall vest exclusively in End-User. constellr acknowledges that all End-User's products and services incorporating Derived Data, including the solution, and their compilation and composition, and any changes thereto, or changes to the format, names, content, or frequency of distribution are and will be in the sole control and discretion of End-User. End-User acknowledges that all such results, services and usage are and will be performed in End-User's sole responsibility.
- 2.5. Any other use or application of the Data not specifically listed in this Section 2, including use for other research projects, commercial purposes or otherwise, is only permitted with constellr's prior written approval. In particular, End-User shall not sell, copy, distribute, publish or otherwise grant third parties access to the Data. For the aims of this Section 2.5, affiliated enterprises within the meaning of § 15 of the German Stock Corporation Act (*AktG*) of End-User shall not be considered third parties.
- 2.6. All right, title, and interest in and to the Data and any third-party material incorporated therein or associated therewith, including all intellectual property rights therein, are and will remain, respectively, with constellr and the respective rights holders in the third-party materials. End-User has no right or license with respect to any those constellr properties or third-party materials except as expressly licensed under this Section 2, subject to the requirements and restrictions set forth in the Agreement. All other rights in and to the constellr properties and third-party materials are expressly reserved by constellr and the respective third-party licensors.
- 2.7. End-User will not add to or vary the form or specification of any content, or make any representation, warranty, undertaking, or contract in relation to any content on constellr's behalf, except as expressly set forth in an agreement with constellr or to the extent required to ensure compliance with applicable laws.
- 2.8. The use of the Data for any unlawful or unethical purposes is strictly prohibited. Such unlawful or unethical purposes include, but are not limited to the following:
 - privacy invasion, e.g., to gather detailed information about individuals, their activities, and their private properties without their consent;
 - surveillance and profiling, e.g., by analyzing thermal patterns to infer sensitive information about individuals, such as their habits, routines, health conditions, or even emotional states;

- industrial espionage, e.g., to gain an unfair advantage or steal trade secrets by identification of heat signatures related to specific processes or equipment, potentially revealing proprietary information;
- criminal activities, e.g., to identify security vulnerabilities, locate hidden items, or monitor law enforcement movements;
- environmental harm, e.g., to identify loopholes in environmental regulations or to assess areas with a high risk of illegal resource extraction;
- psychological manipulation, e.g., to target vulnerable populations with tailored advertisements or to exploit such vulnerabilities;
- discrimination and bias, e.g., when used as the sole factor in determining employment, insurance coverage, or access to resources; and
- targeting, e.g., for the localization and characterization of military targets.

3. Attribution

End-User will include an attribution that identifies constellr as the licensor of the Data in all internal and external documentation that shows the Data. End-User will use the phrase "powered by CONSTELLR" in a visible way.

4. Liability

- 4.1. constellr's liability for damages shall be limited in accordance with the provisions of this Section 4.
- 4.2. constellr shall not be liable in the event of negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless this involves a breach of material contractual obligations. Material contractual obligations are the obligation to provide the Data in accordance with the Technical Data Specifications and fulfil obligations in good time, and – if and insofar as agreed or intrinsic to the purpose of the contract – obligations to provide advice, protection and care that are intended to enable the End-User to use the performances in accordance with the Agreement or to protect the life and limb of the End-User's personnel or to protect the End-User's property from significant damage.
- 4.3. Insofar as constellr is liable on the merits for damages pursuant to Section 4.2, this liability shall be limited to damages that are foreseeable as a possible consequence of a breach of contract at the time of the conclusion of the contract or which it should have foreseen by exercising due care. The above provisions of this Section 4.3 shall not apply in the event of intentional or grossly negligent conduct on the part of members of the governing bodies or executive employees of constellr.
- 4.4. In the event of liability for negligence, constellr's obligation to pay compensation for damage to property and further financial losses resulting therefrom shall be limited per case of damage to the amount equivalent to twenty percent (20 %) of the annual contractual volume price, even if this involves a breach of material contractual obligations.
- 4.5. Further, in the event of liability for negligence, constellr shall not be liable for loss of profit, loss of business, loss of anticipated savings, loss of or damage to goodwill and indirect or consequential loss of End-User.
- 4.6. The above exclusions and limitations of liability shall apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of constellr.
- 4.7. The limitations of this Section 4 shall not apply to liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

5. Miscellaneous Provisions

- 5.1. The laws of the Federal Republic of Germany (without reference to its conflicts of law principles) apply. The provisions of the United Nations Convention on Agreements for the International Sale of Goods (CISG) shall not apply.
- 5.2. The courts of Munich, Germany, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA.

Should one or more provision(s) these terms and conditions be or become fully or partially invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. The same shall apply if these terms and conditions should not contain a provision which is necessary or appropriate with regard to the existing provisions, or if these terms and conditions should otherwise contain a contractual gap. In place of the invalid or unenforceable provision such valid and enforceable provision shall be deemed to have been agreed, which reflects as closely as possible the legal and commercial purpose of the invalid, unenforceable or missing provision. To fill a contractual gap, such valid and enforceable provision shall be deemed to have been agreed, which corresponds to the Parties' reasonably assumed intention. The preceding provisions shall apply accordingly if any provision should be or become fully or partially invalid or unenforceable due to the scope of performance or the time provided for therein. It is the express intention of the Parties that the preceding provisions of this clause 0 shall not merely shift the burden of proof (*keine bloße Beweislastumkehr*) but that Section 139 BGB shall not apply in its entirety, so that none of the Parties will have to argue (*darlegen*) and prove (*beweisen*) the Parties' intent to uphold the Agreement even without the invalid, unenforceable or missing provision.