Evaluation License Agreement

This End User License Agreement (the "Agreement") is made between Blackshark.ai GmbH., an Austrian corporation, located at Am Eisernen Tor 1/3, Graz 8010, Austria ("Blackshark") and you ("you" or "Licensee"). This Agreement is entered into by Blackshark and Licensee. If you are entering into this Agreement on behalf of a company or other legal entity, you represent you have the authority to bind that entity and its Affiliates.

By signing or otherwise indicating acceptance of this Agreement or downloading, accessing, or using any Licensed Software covered under this Agreement, you, on behalf of Licensee, are accepting and agreeing to be bound by this Agreement.

This Agreement will be effective on the date you sign or otherwise agree to be bound by it (the "Effective Date") and valid for the term specified below (the "Term of the Agreement").

Term of the Agreement:	90 days

SECTION 1 Definitions

1.1 "Affiliate(s)" means any legal entity that owns, is owned by, or is commonly owned with a party. "Own" means having more than 50% ownership or the right to direct the management of the entity;

1.2 "Claim(s)" means all third-party claims, actions, demands, proceedings, damages, costs and liabilities of any kind;

1.3 "Intellectual Property" or "IP" means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including:

i) Copyrights, trade secrets, patents, inventions, designs, knowhow, trademarks and servicemarks, logos and trade dress, "moral rights," mask works, publicity rights, and privacy rights; and
ii) Any application or right to apply for any of the rights referred to in Section 1.3(i), and all renewals, extensions and restorations;

1.4 "Licensed Software" means all Blackshark software and related SaaS software services provided to Licensee by or on behalf of Blackshark under this Agreement which include(s) computer software in source and/or object code and may include "online" services provided by Blackshark or its Affiliates, all documentation related to such software or SaaS services whether in electronic, printed or other form, and including all updates, fixes, and other changes to any of the foregoing (collectively "Software Upgrade(s)"). The Licensed Software set forth in this Agreement specifically covers the Blackshark products and services listed in Exhibit A and Blackshark Materials as defined below;

1.5 "Source Imagery" means any image files in electronic format from satellite, LIDAR or other imaging techniques that can be used by the Licensed Software for the purposes of procedural 3D image generation, augmentation or image detection;

1.6 "Area(s) of Interest" or "AOI" means the geographical part(s) specified by a (set of) bounding box(es) of latitude and longitude coordinates in Exhibit A that contain the target area(s) for which rights granted under Section 2 apply. Only the Areas of Interest may be accessed, generated, reconstructed, observed, detected, used in Licensed Software, or used as Source Imagery by the Licensee. Blackshark may supply Licensee with Licensed Software that may contain or may access geographical data for a footprint larger than the Area of Interest;

1.7 "Blackshark Materials" means any tangible or intangible materials (including hardware, software, source code, documentation, methodologies, know how, processes, techniques, ideas, concepts, technologies, and data) provided by or on behalf of Blackshark to Licensee under this Agreement. Blackshark Materials further include any and all modifications to, or derivative works of, the foregoing materials. Blackshark Materials do not include:

a) Any Blackshark products obtained by Licensee outside of this Agreement and subject to their own license agreements; or
b) Any and all technology or Licensee IP (as defined below) in the Licensee's possession prior to the execution of this Agreement or that is developed by the Licensee independently of the Licensed Software; or
c) Any Source Imagery obtained directly by or on behalf of the Licensee;

1.8 "Enhancements" means any modification, upgrade or improvement to the Licensed Software or Blackshark Materials created or otherwise developed by the Licensor whether by request from Licensee or otherwise;

1.9 "Subcontractor(s)" means either a third party to whom Licensee delegates one or more of its obligations under this Agreement or a Licensee Affiliate not contracting directly with Blackshark;

1.10 "Licensee IP" means:

a) Licensee's pre-existing or independently developed proprietary tools, processes, or IP; and
b) Any modifications to or derivative works of the foregoing that Licensee creates as a part of the development of applications based on Licensed Software, to the extent such modifications or derivative works have no functionality separate from Licensee IP and do not include derivative works of the Licensed Software;

1.11 "Trademarks" means trademarks, servicemarks and logos identified and provided by Blackshark under this Agreement.

SECTION 2 Grant of Rights

2.1 Grant of Licensed Software
   i) Evaluation License: Subject to the terms and conditions of this Agreement, Blackshark hereby grants to Licensee, during the Term of the Agreement, a non-exclusive, non-transferable (except as provided in Section 9.5), revocable, not for export, limited right and license (without a right to sublicense) to install and operate the Licensed Software and Blackshark Materials solely in a non-production environment for internal evaluation of the suitability of the Licensed Software for Licensee's business needs (the "Evaluation");
   ii) These rights are granted with respect to the Area(s) of Interest only and therefore no right (except as provided in Section 2.2(a) below) is granted to the Licensee outside of the Area of Interest;
   iii) Blackshark and its Affiliates retain all other interest in Licensed Software and related IP. Licensee has no right to sublicense the right to use Licensed Software, except as necessary to any Subcontractor and subject to approval by Blackshark.

2.2 Additional provisions. Regarding Licensee's use of Licensed Software:

   a) Archival and Backup Copies: Licensee may create electronic copies of the Licensed Software installed or operating on Licensee's infrastructure for the sole purposes of archival and data protection. Licensee will destroy or return to Blackshark any Archival or Backup Copies upon termination of this Agreement;
   b) Rental: Licensee may not rent, lease or lend the Licensed Software;
   c) Licensee will not modify, reverse engineer, decompile, or disassemble Licensed Software;
   d) Licensee will leave in place, and not alter or obscure, all proprietary notices and licenses contained in Licensed Software;
   e) Licensee will not use the Licensed Software for the benefit of any third party including as part of any service bureau, time sharing or third-party training arrangement;
   f) Licensee will not publish any benchmark testing results on any Licensed Software without Blackshark's written consent;
   g) Support Services: Blackshark may provide Licensee with support services related to the Licensed Software for the purposes of assisting in the configuration and setup of the evaluation. Such support will be provided on a mutually agreed availability basis and only during the Term of the Agreement. Any supplemental software code or documentation provided as part of the Support Services will be considered Licensed Software and subject to the terms and conditions of this Agreement;
   h) Updates and Upgrades: Blackshark may from time to time release new Licensed Software containing Enhancements or new functionality and/or features as a Software Upgrade. Enhancements and Software Upgrades are part of Licensed Software. Licensee may be eligible to use such Enhancements and Software Upgrades during the Term of the Agreement;
   i) Licensee assumes the risk of loss, damage, unauthorized access or use, or theft or disappearance of Licensed Software in Licensee's (or Subcontractors') care, custody or control;

j) Licensee's use of non-Blackshark IP. Licensee will obtain Blackshark's express written consent before using any Licensee IP or third-party IP in the evaluation of Licensed Software in a manner that would:
(1) Alter or affect Blackshark's ownership interests in any Licensed Software and Blackshark Materials; or
(2) Be required for the Licensed Software to be used, modified, or distributed by Blackshark.

2.3 Ownership and Reservation of Rights. Except for the licenses granted Licensee in this Section 2, Blackshark or its Affiliates will retain all right, title and interest in and to the Licensed Software and all copies. Such right, title and interest will include ownership of, without limitation, all copyrights, patents, trade secrets and other intellectual property rights. Licensee will not claim or assert title to any portion of the Licensed Software or any copies. In the event Licensee modifies or authorizes the modification or translation of any Licensed Software, including any documentation, Licensee hereby assigns all right, title and interest in any derivative work to Blackshark and agrees to cooperate as reasonably requested by Blackshark to perfect any such rights.

SECTION 3 No Fees – The Evaluation License will be granted free-of-charge during the Term of the Agreement.

SECTION 4 Warranty Disclaimer

4.1 THE BLACKSHARK MATERIALS ARE PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE.

SECTION 5 Term and termination

5.1 Term. This Agreement commences on the Effective Date and will continue for the term on the first page of this Agreement (the "Term") unless it is:

i)   Terminated earlier according to its terms; or
ii) Terminated by Blackshark at its sole convenience; or
iii) Extended by a written and signed amendment.

5.2 Termination for cause: Either party will have the right to terminate this Agreement if the other party is in material breach of any term or condition of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice of such breach given by the non-breaching party.

5.3 Effect of termination. Each party will return the Confidential Information and property of the other within 10 calendar days of the effective date of termination of this Agreement unless otherwise instructed. Licensee will deliver to Blackshark any Licensed Software and Archival and Backup Copies.

5.4 Licensee will promptly return any Licensed Software on request or termination of Licensee's license.

5.5 Survival. The provisions of this Agreement which, by their terms, require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. The Confidentiality obligations of Section 6 and all indemnity obligations and any applicable indemnification procedures will be deemed to survive the termination or expiration of this Agreement.

5.6 Destruction of Materials Produced Using Licensed Software. Upon termination of this Agreement, Licensee shall destroy all output data and metadata produced by execution or utilization of Licensed Software or Blackshark Materials, including but not limited to images, vectorized models, terrain maps or tiles exported or copied from the Licensed Software.

SECTION 6 Confidentiality.

6.1 Confidential Information. During the Term, and for five years thereafter, Licensee will hold in strictest confidence, and will not use or disclose to any third party, any Blackshark Confidential Information. The term "Blackshark Confidential Information" means all non-public information that Blackshark designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Blackshark Confidential Information includes information relating to:

a) Released or unreleased Blackshark software products;
b) Blackshark source code;
c) Marketing or promotion of any Blackshark product;
d) Business policies or practices of Blackshark;
e) Customers or Licensees of Blackshark;
f) Information received from others that Blackshark must treat as confidential;
g) The terms of This Agreement; and

6.2 If Licensee has questions regarding what comprises Blackshark Confidential Information, Licensee will consult Blackshark. Blackshark Confidential Information does not include information known to Licensee prior to Blackshark's disclosure to Licensee, or information that becomes publicly available through no fault of Licensee.

SECTION 7 Limitations of Liability

7.1 SUBJECT TO SECTION 7.2 BELOW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THIS AGREEMENT REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

7.2 THE LIMITATIONS ON LIABILITY SET FORTH IN SECTION 7.1 DO NOT APPLY TO LIABILITY ARISING FROM:

    i)   A PARTY'S DUTY TO INDEMNIFY THE OTHER FOR THIRD-PARTY CLAIMS UNDER THIS AGREEMENT;
    ii)   A BREACH OF A PARTY'S CONFIDENTIALITY, PRIVACY, AND DATA PROTECTION OBLIGATIONS UNDER THIS AGREEMENT;
    iii)   ANY INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS; OR
    iv)   FRAUD.

SECTION 8 Indemnification

8.1 Each party. (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its officers, directors, employees and agents (the "Indemnified Party") from and against any and all losses and Claims, which result from, arise in connection with or are related in any way to any breach by the Indemnifying Party of any of its representations, warranties, covenants and obligations set forth herein. If a third party asserts any claim or allegation which, if proven, would constitute a breach by the Indemnifying Party of any of its representations, warranties, covenants, or obligations set forth in this Agreement, the Indemnifying Party shall be promptly notified of such claim by the Indemnified Party and given control of the defense and/or settlement thereof. In addition, Licensee shall indemnify Licensor and Licensor shall have no obligation to indemnify Licensees for:

    i)   Any Claims of intellectual property infringement that are based upon combinations of the Licensed Software with Licensee IP, or any other technology that is not a part of the Licensed Software;
    ii)   Any use of the Licensed Software by Licensee in a manner outside the scope of any right granted or in breach of this Agreement;
    iii)   Any modification, servicing or addition made to the Licensed Software or any part thereof by the Licensee.

SECTION 9 General Provisions

9.1 Government Users. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and

"Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

9.2 Export Restrictions. Licensee agrees that Licensee will not export or re-export the Licensed Software, any part thereof, or any process or service that is the direct product of the Licensed Software (the foregoing collectively referred to as the "Restricted Components"), to any country, person, entity, or end user subject to U.S. export restrictions. Licensee specifically agrees not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to the Crimea Region of the Ukraine Cuba, Iran, North Korea, and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any end user who you know or have reason to know will utilize the Restricted Components in the design, development, or production of nuclear, chemical, or biological weapons; or (iii) to any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked, or denied Licensee's export privileges.

9.3 Governing law; jurisdiction. The laws of the Republic of Austria govern this Agreement excluding its conflicts of law rules. The U.N. Convention on the International Sale of Goods (CISG) will not apply to this Agreement in whole or in part. Each of the parties irrevocably agrees, as far as legally permissible, that the competent court for Graz, Austria, shall have exclusive jurisdiction to hear and determine any suit action or proceedings and to settle any disputes which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.

9.4 No waiver. A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

9.5 Assignment. Licensee will not sell, assign, transfer, pledge or encumber this Agreement or any right, or delegate any duty or obligation under this Agreement, by assignment or operation of law, without Blackshark's prior written consent. Blackshark will not unreasonably withhold such consent. Licensee will be deemed to have assigned this Agreement if Licensee engages in a change of control transaction. Blackshark may assign this Agreement to any of its Affiliates. This Agreement will inure to the benefit of and bind all permitted successors, assigns, receivers, and trustees of each party.

9.6 Force majeure. Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party

within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

9.7 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

9.8 Modifications. This Agreement may not be modified except in writing and signed by authorized representatives of Blackshark and Licensee. Digital signatures are deemed to be equivalent to original signatures for purposes of this Agreement.

9.9 Notices. Notices may be provided either by electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective company. Each party may change the persons to whom notices will be sent by giving notice to the other.

9.10 Counterparts. The parties may execute this Agreement in any number of counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding on both parties. Facsimile and electronic signatures will be binding for all purposes.

9.11 Third Party Beneficiaries. Licensee acknowledges and agrees that as a supplier to Blackshark for Source Imagery, Maxar Technologies Inc., a Delaware corporation with offices at 1300 W 120th Avenue, Westminster, CO 80234 USA ("Maxar"), and its Affiliates, are third party beneficiaries of this Agreement, and that , upon the Licensee's acceptance of the terms and conditions of this Agreement, Maxar will have the right (and will be deemed to have accepted the right) to enforce the Agreement against the Licensee as a third party beneficiary thereof. Licensee agrees and acknowledges that Maxar provides no warranties and shall have no obligations to Licensee related to any intellectual property rights or the investigation, defense, settlement and discharge of any intellectual property infringement claim with respect to the Licensed Software. Blackshark is solely responsible for all maintenance and support (to the extent any are provided) with respect to the Licensed Software.

9.12 Construction. Neither party has entered this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.

///
/// Signature page follows
///

The duly authorized representative of the Licensee executes this Agreement as of the date stated below.

Licensee

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

EXHIBIT A: Licensed Software and Area(s) of Interest

Blackshark Product or Service Description	Platforms	AOI – Area(s) of Interest
Blackshark.ai New Orleans Demo for Unreal Engine 5	Windows	New Orleans, LA USA