# BINARY CODE LICENSE AGREEMENT

# SIMONS/ALLPURPOSE GMVAD 31460/24

# FOR

# SIMONS

GMV has developed and is the exclusive owner of a vessel detection and classification system called SIMONS (specific version defined as Software below). GMV Software employs copyright, trade secret, confidential information, as well as other Intellectual Property Rights that is licensed or is proprietary to GMV.

Under the terms and conditions of this Agreement GMV is willing to license the Software to You upon the condition that you accept and continuously comply with all of the terms and conditions contained in this Agreement.

Please read the Agreement carefully. By selecting the "accept license agreement" (or the equivalent) button and/or using the Software you acknowledge that you have read the terms of the Agreement and agree to them. If you are agreeing to these terms on behalf of a company or other legal entity, you represent that you have the legal authority to bind the legal entity to these terms. If you do not have such authority, or if you do not wish to be bound by these terms, then select the "decline license agreement" (or the equivalent) button and you must not use the Software.

You may have another written agreement directly with GMV that supplements of supersedes all or portions of this Agreement. However, the Software is licensed, not sold, only in accordance with the terms and conditions of this Agreement.

## 1. DEFINITIONS

The following words have the following meanings when used in this Agreement:

1.1. "Agreement" means this Binary Code License Agreement SIMONS/ALLPURPOSE GMVAD 31460/24 for SIMONS.

1.2. "Designated Devices" shall mean the device(s) where you are authorized under this Agreement to install the Software. The

Designated Device(s) is(are) as detailed in the related GMV's commercial offer.

1.3. "Designated Number of Copies" of the Software shall mean the number of licenses, including server and client licenses as applicable, as detailed in the related GMV's commercial offer.

1.4. "Designated Satellite(s)" means the Satellite(s) for which you are authorized to use the Software under this Agreement in accordance with the related GMV's commercial offer.

1.5. "Designated Site(s)" means your facilities at which your use of the Software is authorized under this Agreement in accordance with the related GMV's commercial offer.

1.6. "Documentation" means designs, owner's manuals, user's manuals, installation instructions, operating instructions, flow charts, logic diagrams and other similar items regardless of storage medium, that explain the capabilities of the Software or provide instructions for using the Software.

1.7. Effective Date means the earlier of the following events: (i) you select the "accept license agreement" (or the equivalent) button (ii) you start using the Software.

1.8. "GMV" means GMV Aerospace and Defence S.A.U. a corporation organized and existing under the laws of the Kingdom of Spain, with offices located at Isaac Newton 11, PTM Tres Cantos, 28760 Madrid, Spain.

1.9. "Intellectual Property Rights" or "Intellectual Property" means all of the following anywhere in the world and all legal rights, title, or interest in the following arising under the laws of Spain, the United States, any state, or any other country or international treaty regime, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including all renewals:

a) all patents and applications for patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part;

b) all copyrights, copyright registrations and copyright applications, copyrightable works, and all other corresponding rights;

c) all mask works, mask work registrations and mask work applications, and all other rights relating to semiconductor design and topography;

d) all industrial designs, industrial models, utility models, certificates of invention and other indices of invention ownership, and any related registrations and applications;

e) all trade dress and trade names, logos, Internet addresses and domain names, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin, and all goodwill of the person's business associated with any of the foregoing;

f) all inventions (whether patentable or not and whether or not reduced to practice), invention disclosures, invention notebooks, file histories, know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation, and other proprietary information of every kind;

g) all computer software including but not limited to all source code, object or executable code, firmware, software compilations, software implementations of algorithms, software tool sets, compilers, software models and methodologies, development tools, files, records, technical drawings, and data relating to the foregoing;

h) all databases and data collections and all rights in the same;

i) all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known or referred to as "moral rights", in any of the foregoing;

j) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property;

k) all tangible embodiments of any of the foregoing, in any form and in any media, in the possession of the person (or other persons engaged or retained by the person);

l) all versions, releases, upgrades, derivatives, enhancements and improvements of any of the foregoing; and

m) all statutory, contractual and other claims, demands, and causes

of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing which are accrued and unpaid as of, and/or accruing after, the date of this Agreement.

1.10. "Licensee" means You.

1.11. "Licensee Purposes" means the internal use of the Software by you for (i) installing one single copy of the Software per device in the Designated Devices and using the Software so installed in the Designated Devices for the exclusive purposes of vessel detection, vessel classification, plastic detection of solely the Designated Satellite(s) at the Designated Site(s). Except as provided elsewhere herein, Licensee Purposes shall not include, without limitation, (a) any delivery or disclosure of the Software, either in whole or in part, to any third party, (b) making the Software available to any third party by any means for any purpose whatsoever. Further, Licensee Purposes does not include any use for competitive procurements involving the Software or the commercial benefit of any third parties. Licensee Purposes may be supplemented of superseded by the related GMV's commercial offer.

1.12. "Modifications" means derivative works, modifications, adaptations, compilations, porting, translations and any work or software that is based upon or derived from the Software (or portions thereof) or a modification of the Software (or portions thereof), the Documentation. For the avoidance of doubt, merging the Software with other software results in a Modification.

1.13. "Object Code" means any non-Source Code form of the Software, in particular the binary machine readable version of the Software.

1.14. "Price" means the license fees as detailed in the related GMV's commercial offer.

1.15. "Software" means the version of GMV's SIMONS software program(s) in executable form and related Documentation, as detailed in the related GMV's commercial offer.

1.16. "Source Code" means the human-readable computer programs and other documentation from which the Object Code form of the Software may be compiled.

1.17. "You", "you", "your", means you and any legal entity that obtained the Software and on whose behalf it is used; for example, and as applicable, your employer.

## 2. LICENSE

2.1. Except as expressly provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other Intellectual Property Rights, express or implied, are granted by GMV to You.

2.2. Subject to (i) the terms and conditions contained herein, including (ii) all terms and conditions of all relevant export license documentation, as applicable, (iii) your continuous compliance with this Agreement, and (iv) payment in full of the Price, GMV grants You, during the Term of this Agreement, a limited, non-exclusive, non-transferable, limited license to use the Software solely for the Licensee Purposes at the Designated Site(s) for the Designated Satellite(s); subject to the following limitations:

a) The Software licensed hereunder is protected and covered by applicable Spanish, United States and international copyright and/or patent laws and international treaty provisions. Unauthorized copying, reprinting, transcribing, or reproducing of the Software in part or in whole is expressly forbidden without the written consent of GMV. Subject to these restrictions, You shall have the right to make the Designated Number of Copies of the Software for the Licensee Purposes.

b) You shall not sell, sublicense, rent, lease, assign, electronically distribute, or timeshare the Software, or market the Software by interactive cable or remote processing services or otherwise use, reproduce or distribute the Software other than as expressly authorized in this Agreement.

c) You shall not transfer the Software from the Designated Sites without the prior written consent of GMV. Such consent shall not be withheld unreasonably, assuming that a reasonable compensation is agreed upon.

d) You shall use the Software only for the Designated Satellites. You may not use the Software for additional satellites without the prior written consent of GMV. Such consent shall not be withheld unreasonably, assuming that a reasonable compensation is agreed upon.

e) You shall not de-compile, disassemble or attempt to disassemble (i.e. reverse engineer) or otherwise design-around the Object Code or in any other manner attempt to uncover the Source Code for the Software.

f) You shall not make or allow to be made any Modifications of the Software whenever making such Modifications would create a new work in which the copyright and other Intellectual Property Rights are not either (i) owned exclusively by GMV, (ii) automatically assigned to GMV under the terms of this Agreement, or (iii) as set forth below:

All copyrights and other Intellectual Property Rights in and to all Modifications to the Software made by anyone other than GMV are hereby assigned and conveyed to GMV as of the date of their creation in whole or part.

g) You shall not export the Software.

## 3. TERM AND TERMINATION

3.1. This Agreement shall be effective as of the "Effective Date" and shall remain in effect unless and until terminated as set forth herein (the "Term").

3.2. You may terminate this Agreement at any time by destroying all copies of the Software. This Agreement will terminate immediately without notice from GMV if You fail to comply with any provision of this Agreement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any Intellectual Property Rights. Upon termination, You must destroy all copies of Software.

## 4. PRICE AND PAYMENTS

4.1. Price and payment conditions are detailed in the related GMV's commercial offer.

## 5. TITLE

5.1. The Software is and shall remain the sole and exclusive property of GMV. You acknowledge and agree that you are only acquiring the right to use the Software solely as licensed hereunder. All rights, title and interest in and to the delivered Software shall at all times remain the exclusive property of GMV. The copies of the Software are licensed, not sold to You, and You are not an owner of any copy thereof. In no event, whether expressly or by implication, estoppel or otherwise, shall any term of this Agreement be construed to require the transfer of title of any of GMV's Software to You.

## 6. THIRD PARTY SOFTWARE AND LICENSES

6.1. Third party software may be necessary for use with the Software and is specified in the Documentation; You must acquire any third party licenses corresponding to such third party software in order to use the Software.

## 7. COPYRIGHT

7.1. You acknowledge that You have been advised that the Software constitute unpublished works. You agree that as between You and GMV, GMV holds the sole and exclusive copyright in and to the Software and that You shall not contest or aid others in contesting GMV's ownership or other rights thereto. You shall maintain GMV's copyright notice on the Software and shall reproduce such notice on any copies of all or any part of the Software.

## 8. UNITED STATES GOVERNMENT RESTRICTED RIGHTS

8.1. The Software and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government of the United States of America is subject to restrictions in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense ("DFARS") 227.7202 for military agencies. The Software and Documentation are "commercial items," as that term is defined in 48 CFR. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 CFR. 12.212. Consistent with 48 CFR. 12.212 and 48 CFR. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire Software and Documentation with only those rights set forth in this Agreement. Manufacturer is GMV Aerospace & Defence, Isaac Newton 11, PTM Tres Cantos 28760 Madrid, Spain.

## 9. CONFIDENTIALITY

9.1. You understand and agree that the Software licensed hereunder is valuable trade secrets of GMV and that GMV shall be irreparably harmed by any unauthorized disclosure of such. The Software shall be maintained as confidential by You and shall be used only as expressly authorized by this Agreement. You shall be obligated to ensure that You and your employees who have access to the Software are advised of its confidential and trade secret nature, are obligated to protect such in the same way that You are obligated hereunder, and are to use such only as licensed hereunder for Licensee Purposes. You agree to secure and protect the Software against theft, loss,

breach or compromise, or against any violation of GMV's rights in and title to the Software. You shall promptly notify GMV of any unauthorized disclosure or use of the Software or any part thereof.

## 10. WARRANTY

10.1. GMV warrants to You that to its knowledge the Software and any maintenance and support provided will not infringe or otherwise violate the Intellectual Property Rights of any third party. GMV warrants to You that the Software will conform to GMV 's published specifications as detailed in the Documentation. In the event of defects in the Software, GMV shall seek to correct such defects so that the Software conforms to GMV's published specifications at no charge to You during the paid warranty period and during any extensions of the paid warranty period if You elect to extend such warranty period and pays GMV the required fee.

10.2. The Software is provided on an "as is" basis. GMV does not warrant that the Software will run properly on or in connection with all hardware, that the Software will meet all of your requirements or operate in all the combinations which may be selected for use by You, that the operation of the Software will be uninterrupted or error free, or that all Software errors will be corrected.

10.3. Except for the limited warranties as set forth herein there are no other conditions or warranties, express, implied, statutory or otherwise with respect to the Software and Documentation, technical information and technical assistance provided by GMV, and GMV expressly disclaims all other conditions and warranties, including, without limitation, any implied conditions or warranties of merchantability, fitness for a particular purpose, non-infringement, and the warranties arising out of the course of dealing or usage of trade. In particular and without limiting the general applicability of the foregoing, GMV does not warrant the results to be obtained from use of the Software. The stated warranties herein above are in lieu of all other obligations or performance liabilities arising out of or in connection with the provision of the Software, Documentation, technical information and technical assistance provided by GMV under this Agreement.

## 11. CONSEQUENTIAL DAMAGES

11.1. GMV and its affiliates and each of their respective officers, directors, employees, agents and insurers shall, in no event be liable, whether in contract, tort or otherwise (including negligence, warranty,

indemnity, or strict liability), for any costs of substitute products, or for any special, speculative, indirect, incidental or consequential damages whatsoever resulting from, or in any way connected with, the use of or inability to use the Software or any material or thing provided hereunder or the provision of or failure to provide support services (including specifically, but without limitation, any computer costs, loss of profits or revenue, loss of data, business interruption, loss of business information, loss of full or partial use of any equipment or facility, cost of replacement power, cost of capital, loss of goodwill, claims of customers, governmental entities or other third parties, damage to property or equipment, or similar damages, or any other pecuniary loss, even if said parties have been advised of the possibility of such damage or loss). This limitation of liability and risks is reflected in the Price of the Software, Documentation, technical information and technical assistance provided by GMV pursuant to this Agreement.

## 12. REMEDIES AND LIMITATION OF LIABILITY

12.1. Nothing contained in this Agreement shall limit any remedies which GMV may have for default by You. You understand and agree that this Agreement creates a confidential relationship between the Parties upon which GMV is relying, and that violation of your obligations pursuant to this Agreement may cause GMV irreparable harm and damage, which may not be recovered at law. You agree that GMV's remedies for breach of the terms of this Agreement shall include injunctive relief and any other relief available, whether at law or in equity.

12.2. The total liability of GMV and its employees, in contract, tort, or otherwise (including negligence, warranty, indemnity, and strict liability) howsoever arising from, or in connection with, this Agreement and/or your use of the Software shall be limited to the Price paid to GMV by You in connection with this Agreement.

## 13. LANGUAGE OF THE AGREEMENT, COMMUNICATIONS

13.1. The official language of this Agreement is the English language and all notices, reports, orders, instructions, documentation, literature, records and other written materials pertaining to this Agreement shall be maintained and delivered in the English language, unless there are circumstances which warrant the use of another language as can be mutually agreed by the Parties.

13.2. If You have any questions regarding this Agreement or if You wish to

request information from GMV please use the following address and contact information:

GMV Aerospace and Defence S.A.U.
Isaac Newton 11
PTM Tres Cantos, 28760 Madrid, Spain

simons@gmv.com

## 14. ASSIGNMENT

14.1. GMV may assign or otherwise transfer its rights and obligations hereunder to any parent, affiliate or subsidiary corporation of GMV, or to any successor of GMV by way of merger, consolidation, stock purchase or the acquisition of substantially all of the business or assets, or to any successor in interest to all of the Software licensed hereunder, and wherein any such successor agrees to assume the obligations of GMV hereunder.

14.2. You shall not have the right to rent, lease, sell, sublicense, or otherwise distribute the Software to third parties or to transfer or assign its rights hereunder without the prior written consent of GMV. Such consent may be withheld at GMV's sole discretion. Any assignment without such prior written consent shall be void.

## 15. WAIVER

15.1. No delay or omission by either Party to exercise any right or remedy hereunder shall be construed as a waiver of such right or remedy unless such waiver is in writing. Further, the waiver by a Party of a particular breach of this Agreement by the other Party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

## 16. RESOLUTION OF DISPUTES, ARBITRATION AND GOVERNING LAW

16.1. The validity, construction, interpretation and performance of this Agreement, as well as the legal relations of the Parties arising hereunder, will be governed by and construed in accordance with the laws of Spain without giving effect to any choice or conflict of law provision or rule (whether of Spain or any other jurisdiction). The application of the United Nations Convention on Contracts is explicitly excluded.

16.2. All disputes arising in connection with the interpretation or implementation of this Agreement shall be amicably settled. Failing such an amicable settlement within two (2) months from written notification by one Party to the other of the existing dispute, then said dispute shall be finally settled by arbitration in accordance with the provisions below.

16.3. The arbitration proceedings shall take place in Stockholm, at the Arbitration Institute of the Stockholm Chamber of Commerce and shall be governed by the provisions of the Rules for Expedited Arbitrations of such corporation. The arbitration award shall be final and binding on both Parties and can be enforced in any court of the competent jurisdiction.

## 17. SEVERABILITY AND REFORMATION

17.1. If any provision(s) of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the illegal, invalid or unenforceable provision(s) shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability, and shall not affect or impair the remaining provisions of this Agreement. To this end the provisions of this Agreement are hereby declared to be severable.

17.2. If such illegality or invalidity becomes known or apparent to the Parties, the Parties agree to negotiate promptly in good faith in an attempt to make the appropriate changes and adjustments necessary to achieve, as closely as possible and consistent with applicable law, the intent and spirit of such illegal or invalid provision(s).

## 18. ENTIRE AGREEMENT AND AMENDMENTS

18.1. This Agreement and all exhibits and appendices contain the entire understanding and Agreement between the Parties with respect to the subject matter herein and supersedes any prior representations, undertakings, discussions, understandings, oral or written, and all communications between the Parties relating to the subject hereof.

18.2. No representations, agreements or understandings not contained herein shall be valid or effective unless agreed to in writing and signed by both Parties.

18.3. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by You, and GMV hereby gives notice

of objection to any terms and conditions on any said purchase order or written instrument that are additional to or at variance with any of the terms and conditions hereof.