

CORRECTION SERVICE AND POSITIONING ENGINE TERMS AND CONDITIONS

These terms and conditions of GMV services and products are the only terms which govern the license to software and/or subscription to the GMV GSharp[®] Correction Service and Positioning Engine. (From now on GMV services and products) If you do not agree to these Terms of Use, you may not subscribe to GMV products and services.

The following are the terms of the agreement between you ("you", "your") and GMV Aerospace and Defence S.A.U. ("GMV"). By subscribing GMV products and services, you agree to follow and be bound by the following terms and conditions concerning your access to and use of GMV services and products and the Information provided through ("Terms of Use"). GMV may revise the Terms of Use at any time without notice to you.

1. SCOPE

- 1.1. The following Terms of Use of GMV Aerospace and Defence S.A.U. located at Isaac Newton, PTM Tres Cantos, 28760 Madrid, Spain (hereinafter referred to as "GMV") apply to the Correction Service and Positioning Engine.

2. DEFINITIONS

Terms not defined in these General Terms and Conditions have those meanings as defined in the Commercial Terms.

"Customer" means the company identified on the first page of this Agreement that uses GMV GSharp[®] Correction Service and/or Positioning Engine.

"Documentation" means and includes any related user manuals, functional specifications, or other technical documentation that GMV may provide to be included with the Product and/or Service.

"Information" Raw and navigation data provided by the data provision service.

"GNSS" means Global Navigation Satellite System.

"Marks" means trademarks, service marks, names, logos, insignias, and other proprietary trade designations protected by law.

"Parties" means Customer and GMV, collectively.

"Support Services" means the support provided by GMV under this Agreement as described.

"Data Protection Legislation" The General Data Protection Regulation ("GDPR") (Regulation (EU) 2016/679) and any applicable laws in the jurisdictions relevant to the Customer relating to the protection of personal data, and terms relating to data protection shall, unless the context otherwise requires, have the meanings given to them in the GDPR.

"Effective Date" The date on which this Agreement takes effect.

"The Initial Term" The number of months as specified in the subsequent agreements signed by the parties, the agreements shall remain in full force and effect prior to renewal or termination.

3. PRODUCT AND SERVICES TERM

- 3.1. **Correction and product provision services.** Subject to the terms and conditions of this agreement, GMV hereby grants to the Customer a Nonexclusive, nontransferable, time limited license to use the Service provided to Customer hereunder solely for Customer's use as permitted in this Agreement and within the limits specified below.
- 3.2. **Software positioning engine.** Subject to the terms and conditions of this agreement, GMV hereby grants to the Customer a Nonexclusive, nontransferable, time limited license to use the Product provided to Customer hereunder solely for Customer's use as permitted in this Agreement and within the limits specified below.
- 3.3. **Exclusion of Customer Terms.** These service terms are GMV's condition of acceptance to enter into an agreement with the customer, and they apply to the exclusion of any other terms that the Customer seeks to impose or to incorporate, or which are implied by trade, custom, practice or course of dealing, except where GMV enters into a separate, written agreement with the customer, signed by both parties in which case such agreement shall prevail over these Service Terms.

4. RIGHT TO USE

- 4.1. Subject to these Terms of Use you are authorized to personally use GMV services and products and the Information provided through, for the purpose of GMV GSharp[®] Correction Service and Positioning Engine as further detailed in <https://www.gmv.com/en-es/products/space/gmv-gsharp..>
- 4.2. You are authorized to include GMV services and products results in any publication provided you also include an explicit and clear reference to GMV and the product or service referred.
- 4.3. **Except** as provided elsewhere in these Terms of Use, your right of use of GMV services and products and the Information provided through shall not include:
- a) any delivery or disclosure of any kind of software, either in whole or in part, in any form whatsoever, to you or to any third party;
 - b) making the Service available to any third party by any means for any purpose whatsoever;
 - c) making use of any Information with a commercial purpose;
 - d) providing services making use of GMV services and products or the Information provided through this Service to any third party.
 - e) any use of GMV services and products or the Information provided through this Service in competitive procurements or for the commercial benefit of any third party.

5. CUSTOMER OBLIGATIONS

- 5.1. You agree not to access or use GMV services and products in any manner that could damage, disable, overburden, or impair any GMV accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to GMV services and products or any GMV accounts, computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of GMV services and products or any GMV accounts, computer systems or networks.
- 5.2. For subscribing the Service, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable registration form. You may also be required to choose a password and a user name. You agree not to share your user(s) and password(s), account information, or access to the Service with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Service. You agree to notify GMV immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.
- 5.3. **Limitations.** Except as expressly provided in this Agreement, Customer shall not (and will not authorize or in any way assist others to) sell, rent, lease, share, copy, rebroadcast, transfer or sublicense your Service subscription or the Information provided through GMV services and products to any third party without the express written permission of GMV. GMV reserves the right to cancel the access to GMV services and products without any compensation or payment refunding if you do not comply with these obligations.

6. GMV OBLIGATIONS

- 6.1. GMV will make reasonable efforts to procure that the Information, in particular the GMV services and products, are always available and perform as defined in <https://www.gmv.com/en-es/products/space/gmv-gsharp>, interruptions in the Service and degradation of its performance may occur from time to time and therefore the availability and quality of the data service is not guaranteed. Therefore, GMV accepts no responsibility for the availability or quality of the Service under any circumstances.
- 6.2. **Conduct.** GMV shall comply with all applicable laws and conduct itself in a manner consistent with the highest standards of fair trade, fair competition, and business ethics.

7. PAYMENT AND FEES

- 7.1. Prices for Software Licenses or Service subscriptions shall become effective on the commencement date of the Subscriptions Services and shall remain effective during the term specified in a confirmed agreement. Renewals of the subscription services shall be subject to GMV's the current pricing and pursuant to any new confirmed agreement.

8. SOFTWARE LICENSE

- 8.1. For the avoidance of doubt and notwithstanding anything to the contrary, Software is licensed and not sold under any circumstance. Any Software delivered with the Products shall at all times remain the property of GMV or any respective third-party (if

applicable). Software is licensed in accordance with the terms of the end user license agreement provided with the Software. Any third-party Software is licensed in accordance with the license provided with the third-party Software. GMV Software that is not accompanied by an end user license agreement is provided under a limited, non-exclusive, revocable, nontransferrable license to copy and use the software, in object code form only, strictly for the customer's internal purposes in connection with the use of GMVs Products. No other use is licensed. '

8.2. Customer agrees not, nor authorised others to:

- a) Modify, enhance, or otherwise change the software, or prepare derivative works based upon the software
- b) translate, decompile, disassemble, reverse-engineer, or otherwise re-create the software or determine its source code (except to the extent expressly permitted by applicable law)
- c) rent, lease, sell, sub-license, distribute to, or allow access to, or otherwise provide or transfer the software to third parties
- d) merge all or any part of the software with another program
- e) reproduce the software (except to the extent necessary for back-up or disaster recovery purposes)
- f) remove, alter, or cancel from view any copyright or other notices of proprietary rights, marks, or legends appearing on the physical medium or contained in the software. The customer will reproduce and include the same on any permitted copy. Privacy and Contact Information

9. **COPYRIGHT AND TRADEMARKS**

- 9.1. **Copyright.** Copyright© (GMV Aerospace and Defence S.A.U.. All rights reserved.) The customer is advised that unauthorized copying, distribution, modification, public display, or public performance of copyrighted works may be an infringement of the rights of the copyright owner
- 9.2. **Trademarks.** GMV is registered trademark of GMV and/or its affiliates. Other names appearing on the Site may be trademarks of their respective owners.
- 9.3. **Infringement and Claims.** Customer agrees to notify GMV immediately of any apparent infringement of or challenge or claim (collectively, "Claim") to Customer's use of any of the Names and Marks. Customer shall not communicate with any person other than GMV and its counsel in connection with any Claim. GMV has sole right and authority to take such action in respect of any Claim as it deems appropriate and has the exclusive right to the carriage of any litigation or administrative proceeding regarding any Claim before any court or tribunal of competent jurisdiction. Customer agrees to cooperate fully in any action taken by GMV in respect of any Claim. The Customer agrees that will not use the Service or the Information to infringe GMV's Intellectual Property rights or the Intellectual Property rights of third parties. The Customer may not remove, deface, or overprint any notice of copyright, trademark, logo, or other notice of ownership from any Information or copies thereof.

10. CONFIDENTIAL INFORMATION

- 10.1. **Confidential Information.** Each party (“Receiving Party”) agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party (“Disclosing Party”) constitute the confidential property of the Disclosing Party (“Confidential Information”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by GMV (or its agents) and these Terms will be deemed Confidential Information of GMV without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.
- 10.2. **Exclusions.** The Receiving Party’s nondisclosure obligation will not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).
- 10.3. **Use and Protection of Confidential Information.** The Receiving Party may use the Confidential Information of the Disclosing Party only in pursuance of its business relationship with the Disclosing Party under these Terms. Except as expressly provided hereunder, the Receiving Party will not disclose Confidential Information of the Disclosing Party to anyone without the Disclosing Party’s prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the Disclosing Party’s Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information of a similar nature. The Receiving Party will restrict the possession, knowledge and use of the Confidential Information to its employees, contractors, legal and financial advisors who (i) have a need to know such Confidential Information in connection with the parties’ business relationship, and (ii) have executed written nondisclosure agreements obligating them to protect the Confidential Information.
- 10.4. **Legally Required Disclosure.** The Receiving Party may disclose Confidential Information to the extent reasonably required to comply with court, administrative, or binding orders of governmental entities, provided that the Receiving Party gives prompt notice to the Disclosing Party of the receipt of the order and cooperates fully in any effort to obtain an order preserving the confidential nature of the Confidential Information.
11. **DEACTIVATION/TERMINATION OF SIGNAL SERVICES:** GMV shall be entitled to de-activate and/or terminate the Signal Services with immediate notice in

the following circumstances:

- (a) where the Signal Services are utilized outside of the market sector subscribed to;
- (b) where the Signal Services are supplied in circumstances which are contrary to applicable laws controlling export, imports, and re-sale in terms of restricted countries, restricted individuals or entities and/or restrictions on end use;
- (d) where the Signal Services are used by any thirdparty which has not subscribed to their use;
- (e) where the Signal Services are used in or on any offshore application or are used in or on any offshore dynamic positioning application.
- (f) where the Signal Services are copied, sold, transferred, re-broadcast, sub- licensed, rented or leased to third parties by Purchaser; or

- 11.1. Where de-activation or termination is applicable GMV shall have no liability to customer or to any third-party and customer shall be responsible for and shall save, indemnify, defend and hold harmless GMV and its affiliates on demand, from and against any and all claims, losses, damages costs (including legal costs) expenses and liabilities which GMV may suffer in connection with the de-activation and/or termination of the Signal Services under any of the circumstances listed above.

12. DISCLAIMER

- 12.1. Except where expressly provided otherwise, GMV product and services, and all Information provided, is provided on an "as is" and "as available" basis. GMV expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to GMV services and products and all Information provided. GMV makes no warranty that: (a) the products, services or Information will meet your requirements; (b) the products and Services will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of GMV products and services or any Information provided will be accurate or reliable; or (d) the quality of any Information provided through GMV product and services will meet your expectations.
- 12.2. Any Information accessed, downloaded, or otherwise obtained on or through the use of GMV products and services is used at your own discretion and risk. GMV shall have no responsibility for any damage to your computer system or loss of data that results from the download or use of Information. The user understands and acknowledges that Information, products, and Service are not to be used for any life-critical or safety-critical related use or application.
- 12.3. GMV reserves the right to make changes or updates to, and monitor the use of, the GMV services and products and Information provided at any time without notice.

13. LIMITATION OF LIABILITY

- 13.1. To the maximum extent permitted by the applicable law, in no event shall GMV be liable for any direct, indirect, incidental, special or consequential damage, or damages for loss of profits, revenue, data or data use, incurred by you or any third party, whether

in an action in contract or tort, arising from your access to, or use of GMV services and products or any Information provided.

14. TERMINATION

- 14.1. In addition to any remedies that may be provided in this Agreement, GMV may terminate this Agreement with immediate effect upon written notice to customer, if customer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. GENERAL PROVISIONS

- 15.1. **Waiver and Severability.** The failure of GMV to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified legal and enforceable and shall not affect or impair the remaining provisions of this Terms of Use. To this end the provisions of these Terms of Use are hereby declared to be severable.

- 15.2. **Applicable Law and jurisdiction.** These Terms of Use and all matters relating to your access to, and use of, GMV services and products and the Information provided shall be governed by the Spanish Law.

You and GMV agree to submit to the exclusive jurisdiction of, and venue in, the courts of Madrid in Spain in any dispute arising out of or relating to these Terms of Use and all matters relating to your access to, and use of, GMV services and products and the Information.

- 15.3. **Entire Agreement.** This agreement contains the entire agreement and understanding between GMV and the customer relating to the provision and the use of GMV Services and products. It supersedes and cancels all prior negotiations, representation, proposals statements, agreements, and undertakings, written or oral, relating to the provision or the use of GMV services and products.

- 15.4. **Force Majeure.** Neither party will be liable for failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labour disputes, transportation stoppages or third-party dependencies reasonably outside of the control of such party including third party data provided to GMV. These causes will not excuse Customer from paying any accrued amounts due to GMV, If applicable.

- 15.5. **Contact Information.** GMV informs you that your information is automatically stored in our subscribers' database. The information supplied by you may be used by GMV for research and marketing purposes and for the provision of the Information. You can edit your personal information or exercise your rights of access, correct or cancel this information, according to applicable law, contacting us at the following address:

GMV Aerospace and Defence S.A.U.



Isaac Newton 11 P.T.M. Tres Cantos
28760 Madrid - Spain
Tel.: +34 91 807 21 00
Fax.: +34 91 807 21 99