

**ICEYE END USER LICENSE AGREEMENT  
FOR  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT INFORMATION HUB**

The terms, conditions and restrictions of ICEYE's End User License Agreement set forth herein (the "EULA") are fully effective and binding on you and apply to your use of any Product or Derivative you licensed either from ICEYE Oy, with its principal place of business at Maarintie 6, 02150 Espoo, Finland ("ICEYE"), directly or from an Authorized Reseller of ICEYE. This EULA is entered into by ICEYE and End User and contains the general terms, conditions and restrictions relating to End User's access to and use of the Product, Documentation and any Derivatives created by an Authorized Reseller or End User. The applicable Customer Agreement sets forth the terms and conditions pursuant to which End User acquired the Product governed by this EULA.

By signing or otherwise indicating acceptance of a Customer Agreement or downloading, accessing or using any Product, Derivatives or Documentation licensed under this EULA, you, on behalf of End User, are accepting and agreeing to be bound by the terms, conditions and restrictions of this EULA. If you are entering into this EULA on behalf of a company, other legal entity or government agency, you represent that you have the authority to bind that entity to the terms, conditions and restrictions of this EULA. Capitalized terms used in this EULA are defined in Section 11 below.

**1. Term.** The term of this EULA for use of each Product, Derivative and associated Documentation will begin upon delivery of the Product, Derivative and any associated Documentation to End User under a Customer Agreement and will continue perpetually or for the duration of the applicable subscription term (or any renewal of the subscription term), as set forth in the Customer Agreement unless terminated as set forth in Section 8 of this EULA.

**2. License, Permitted Uses, and Restrictions.**

**2.1 License.** Subject to the End User being in compliance with the terms, conditions and restrictions of this EULA and the applicable Customer Agreement, during the Term, ICEYE grants to End User a non-exclusive, non-transferable, non-sublicensable, limited and terminable license to:

- (a) store, access, reproduce and use the Products, Derivatives and Documentation solely for End User's Internal Use;
- (b) process, modify, enhance, adapt and create Derivatives of the Products solely for End User's Internal Use; and/or
- (c) make the Products, Derivatives and Documentation available to its End User Personnel, including, without limitation, those End User Personnel who or which are subcontractors of End User, solely for End User's Internal Use.

**2.2 Use Restrictions.** Except as expressly authorized in Section 2.1 of this EULA, or mandatory Applicable Law, End User shall not, and shall ensure that End User Personnel do not:

- (a) use, copy, perform, display, modify, create derivative works, merge, distribute, sublicense, transfer, assign, rent, sell, lease, loan, make publicly available, publish or otherwise exploit or commercialize the Products, Derivatives and/or Documentation;

- (b) use the Product or Derivatives for Commercial Purposes or for the business or organizational needs of any Third Party, including, without limitation, providing any services to any Third Party;

(c) store, post or process the Products or Derivatives other than in a system that is not accessible by Third Parties and the public;

(d) reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Products or Derivatives are based, but only to the extent this restriction is permitted by Applicable Law;

(e) alter, obscure or remove any ICEYE copyright or attribution notice, trademark, or any other proprietary legend required by this EULA to be contained in, on or adjacent to the Products, Derivatives or Documentation;

(f) modify or use the Product, Derivatives or Documentation in any manner that infringes the Intellectual Property Rights of another entity or individual or violates any Applicable Laws; and/or

(g) take any action that would result in any Third Party obtaining any ownership of or other intellectual property rights in or to any of the Products, Derivatives or Documentation or any ICEYE's Intellectual Property Rights embodied, incorporated or embedded in or as part of the Derivatives.

**2.3 Data Derivatives.** End User may (a) create Data Derivatives from the Products or Derivatives licensed under this EULA and use such Data Derivatives for any and all purposes; and/or (b) use the Data Derivatives acquired from an Authorized Reseller under a Customer Agreement for any and all purposes.

**2.4 Attribution.** All Products and Derivatives (other than Data Derivatives) shall include the following copyright notice on or adjacent to the Product or Derivative: [Product or Derivative] © [YEAR] ICEYE Oy. Copyright in all ICEYE Products and Derivatives is and will remain held by ICEYE Oy. End User shall display the following language on or adjacent to Data Derivatives or any copies thereof: [Data Derivative] Powered by ICEYE.

**2.5 Retained Rights.** All rights and uses of the Products, Derivatives or Documentation not expressly granted by this EULA are reserved by ICEYE. Any uses of the Products, Derivatives and/or Documentation beyond those expressly authorized herein requires prior written authorization from ICEYE.

### **3. Intellectual Property Rights and Reservation of Ownership.**

**3.1 ICEYE Products and Documentation.** The Products and Documentation, all ICEYE Pre-Existing IP embodied in the Products and Documentation and any Intellectual Property Rights created by ICEYE during the term of this EULA, are exclusively owned by ICEYE and protected by the laws of Finland and international laws, treaties, and conventions regarding intellectual property and proprietary rights inclusive of all patent, trade secret, copyright, know-how and other proprietary rights that may be secured in any place under Applicable Laws now or hereafter in effect. ICEYE retains all right, title, and ownership of any Products and Documentation licensed under this EULA, including all or parts of Products, Documentation, or any enhancements, modifications, improvements or derivative works thereof, embodied in any Derivatives (excluding End User Proprietary Materials and Data Derivatives). ICEYE is not obligated to provide to End User, and End User acquires no right of any kind with respect to, any ICEYE SAR satellites, SAR satellite ground stations, SAR satellite imagery production or processing hardware, software or systems infrastructure or algorithms, techniques and methodologies relating to the Data, Products or Documentation. All rights in any ICEYE intellectual property and proprietary rights not specifically granted herein are expressly reserved to ICEYE.

**3.2 End User Proprietary Materials in Derivatives.** End User shall be the exclusive owner of all right, title and interest in and to any End User Proprietary Material contributed to a Product, Documentation or Derivative under this EULA.

**3.3 Data Derivatives.** End User shall be the exclusive owner of all right, title and interest in and to any Data Derivatives created by End User in accordance with this Agreement.

**3.4 Infringement of Intellectual Property Rights.** Any infringement or misappropriation of ICEYE's intellectual property and/or proprietary rights in and to the Products, Documentation or Derivatives licensed under this EULA /or embodied in any Derivatives created by End User under this EULA shall constitute a breach and may result in termination of this EULA and the right of End User Personnel to access and use the Products, Documentation and Derivatives licensed hereunder.

**3.5 U.S. Government Rights.** The Products provided under this EULA are "commercial items" as that term is defined at FAR 2.101. If End User is the U.S. Federal Government (Government) Executive Agency (as defined in FAR 2.101), ICEYE provides the Products in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense ("DoD"), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this EULA. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.72023 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this EULA. In addition, if DFARS Subpart 227.72 is applicable, DFARS 252.2277015 (Technical Data - Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this EULA. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with ICEYE to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this EULA fails to meet the Government's needs or is inconsistent in any way with Federal law, and the Parties cannot reach a mutual agreement on terms for this EULA, the Government agrees to terminate its use of the Products and return the Products and any other software or technical data delivered as part of the Products, unused, to ICEYE. This U.S. Government Rights clause in this Section 3.5 is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this EULA.

**4. Confidentiality.** End User acknowledges that the ICEYE Pre-Existing IP embodied in the Products Derivatives or Documentation is ICEYE confidential information. End User shall, and shall ensure that End User Personnel, protect such ICEYE Pre-Existing IP as the confidential information of ICEYE in perpetuity, unless otherwise agreed in writing with ICEYE. Any breach of this Section 4 of the EULA shall constitute a breach of the EULA and result in termination of this EULA and the right of End User and End User Personnel to access and use the Products, Documentation and any whole or part thereof included in a Derivative to the extent allowed by Florida law.

**5. DISCLAIMER OF WARRANTY. DISCLAIMER OF ALL WARRANTIES. END USER HEREBY ACKNOWLEDGES AND AGREES THAT ICEYE HAS NOT MADE NOR SHALL IT BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, DERIVATIVES OR DOCUMENTATION BEING LICENSED OR PROVIDED TO AN END USER UNDER A CUSTOMER AGREEMENT EITHER WITH ICEYE OR AN AUTHORIZED RESELLER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ICEYE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS ARISING BY LAW, COURSE OF PERFORMANCE, CUSTOM OR USAGE IN THE TRADE OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS, DERIVATIVES OR DOCUMENTATION END USER LICENSES OR IS PROVIDED PURSUANT TO A CUSTOMER AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, DESIGN, FITNESS FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT OR THAT THE PRODUCTS, DERIVATIVES OR DOCUMENTATION WILL BE ERROR FREE OR NON-DEFECTIVE, EVEN IF ICEYE OR AN AUTHORIZED RESELLER HAS BEEN INFORMED OF SUCH PURPOSE. ANY AND ALL PRODUCTS, DERIVATIVES AND DOCUMENTATION ARE BEING LICENSED TO END USER ON AN "AS IS" BASIS AND ICEYE ASSUMES NO RESPONSIBILITY OR LEGAL LIABILITY FOR THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF SUCH PRODUCTS, DERIVATIVES OR DOCUMENTATION OR FOR DELAYS OR INTERRUPTIONS IN SUPPLYING OR DELIVERING SUCH PRODUCTS, DERIVATIVES OR DOCUMENTATION.**

**6. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ICEYE NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AFFILIATES, SUBCONTRACTORS, OR LICENSORS SHALL BE LIABLE TO END USER FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM END USER'S OR END USER PERSONNEL, OR ANY OTHER PERSON'S ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS, DERIVATIVES AND/OR DOCUMENTATION OR FOR COMMERCIAL LOSS OF ANY KIND UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY OF LIABILITY.**

**7. Intentionally deleted.**

**8. Termination.**

**8.1 By ICEYE.** ICEYE may immediately terminate this EULA and associated license rights upon written notice to End User if End User or End User Personnel (a) breach any of End User's obligations under this EULA; or (b) breach any of End User's obligations to ICEYE under a Customer Agreement, and End User fails to cure such breach within thirty (30) days after receiving written notice to do so from ICEYE or its agents. ICEYE may also immediately suspend or terminate this EULA and associated license rights with respect to specific Products and/or Documentation licensed to End User under this EULA upon written notice to End User if a government authority limits or restricts ICEYE from collecting and/or distributing such satellite imagery data and/or Products and/or Documentation.

**8.2 By End User.** End User may terminate this EULA and associated license rights at any time by (a) permanently deleting the Products, Documentation and any Derivatives from all devices and systems and destroying any copies on disk; and (b) certifying to ICEYE in writing that all copies of the Products, Documentation and any Derivatives have been deleted or destroyed; however, End User is still responsible for paying all license fees in full.

**8.3 Effect of Termination.** Upon expiration or termination of this EULA, all rights to use the Products, Documentation and any Derivatives granted to End User under this EULA will immediately cease and End User will (and will cause all End User Personnel to) (a) cease all use of the Products, Documentation and Derivatives; and (b) permanently delete the Products, Documentation and Derivatives from all devices and systems and destroy any copies on disk. Within thirty (30) days following expiration or termination, End User shall certify to ICEYE in writing that all copies of the Products, Documentation and Derivatives licensed under this EULA have been deleted or destroyed. The expiration or termination of this EULA does not relieve either party of any obligations that have accrued on or before the effective date of the expiration or termination.

**8.4 Survival.** The duties and obligations of the parties under Sections 2.2 (Restrictions on Use), 3 (Intellectual Property Rights and Reservation of Ownership), 4 (Confidentiality), 6 (Limitation of Liability), 7 (Indemnification), 8 (Termination), 9 (Compliance), 10 (General Terms) and 11 (Definitions) of this EULA will survive expiration or termination of the EULA. End User acknowledges that ICEYE has a substantial interest in the Products and Documentation and that ICEYE is a third party beneficiary to this EULA. As such, ICEYE has full right to bring any action directly against End User, including injunctive action, to enforce the terms of this EULA and by using the Products, Documentation and/or Derivatives End User consents to any such action.

**9. Compliance.**

**9.1 Certification.** Upon ICEYE's written request, and not more than once per calendar year, End User shall certify in writing its compliance with the licenses granted under this EULA. If End User is unable to provide this certification, End User shall work in good faith with ICEYE to remedy any non-compliance with this EULA, provided, however, that ICEYE reserves the right to terminate all of End User's licenses and rights under this EULA for such non-compliance in accordance with Section 8 of this EULA.

**9.2 Audit.** ICEYE or its authorized representatives shall have the right to perform an audit to determine End User's compliance with the terms, conditions and restrictions of this EULA and the licenses granted hereunder. End User will grant ICEYE's authorized representatives access to the business location(s), books and records, employees and/or contractors pertaining to End User's use of the Products, Documentation and any Derivatives. The audit will: (a) require a minimum of thirty (30) days prior written notice; (b) be conducted no more than once per calendar year; (c) be limited to a three (3) year audit period unless non-compliance findings are noted, in which case the audit period can be expanded; (d) be conducted during reasonable business hours; and (e) be subject to reasonable confidentiality requirements.

**9.3 Compliance with Applicable Laws.** End User is responsible for its own compliance with Applicable Laws and other legal requirements applicable to the conduct of its business, use of the Product, Documentation and any Derivatives, and agrees to comply with all Applicable Laws relating thereto.

## **10. General Terms.**

**10.1 Entire Agreement.** The terms, conditions and restrictions of this EULA together with the Customer Agreement, constitute the entire agreement between the parties with respect to use of the Product, Documentation and any Derivatives and supersede all previous and contemporaneous agreements, understandings and arrangements, whether oral or written.

**10.2 End User Assignment or Transfer Prior Notice Requirement.** End User shall not assign the EULA, or assign, subcontract or delegate any of its rights or obligations pursuant to the EULA (for purposes of this Section 10.2 "assign" shall include, without limitation, any transfer or assignment pursuant to a change in control, including a sale or transfer of a majority interest, a merger, by operation of law, or otherwise, or a sale of all or substantially all of End User's assets) without providing ICEYE with thirty (30) days' prior written notice of such assignment, transfer or delegation and provided that (a) the End User is not in breach of any of its obligations under the EULA and (b) such assignee, transferee or delegatee assumes all of End User's obligations under the EULA. Any attempted assignment, transfer or delegation without such prior written notice and/or the fulfillment of the conditions set forth in this Section 10.2 shall be of no force or effect. This EULA will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.

**10.3 Amendment.** This EULA may be amended or supplemented only by a writing that refers to this EULA and that is signed by ICEYE and End User.

**10.4 Waiver.** The failure or delay by a party to require performance of any provision of this EULA does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.

**10.5 Severability.** If any provision of this EULA is determined by an authority of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.

**10.6 International Trade Compliance.** The Products, Documentation and any Derivatives may be subject to the customs and export control laws and regulations of the European Union, Finland, the United States, and any country in which the Products, Documentation and any Derivatives are manufactured, processed, collected, received or used, including, without limitation, the United States Export Administration Regulations, the International Traffic in Arms Regulations, Office of Foreign Assets Control, National Oceanic and Atmospheric Administration, etc. End User represents and warrants that neither it nor any of its End User Personnel or Affiliates are listed on the EU Consolidated Sanctions List, UK Financial Sanctions (HMT) list or the U.S. Government's Consolidated Screening List. Further, End User shall not provide the Products, Documentation or any Derivatives to blocked, prohibited or restricted individuals and entities listed on the EU Consolidated Sanctions List, UK Financial Sanctions (HMT) list or U.S. Government's Consolidated Screening List. More information about the aforementioned lists can be found at:

1. <http://data.europa.eu/euodp/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>

2. <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets>

3. <https://www.export.gov/article?id=Consolidated-Screening-List>

4. End User shall not knowingly do business with criminal organizations, terrorist organizations or other people or groups, either directly or indirectly, that are likely to use the Products, Documentation and any Derivatives for purposes that are illegal or adverse to the interests of the European Union, Finland, the United States or ICEYE generally. Notwithstanding anything in Section 9 or elsewhere in this EULA, End User shall promptly provide ICEYE with the assurances and official documents that ICEYE may request periodically to verify End User's compliance with this Section 10.6.

### **10.7 Governing Law and Jurisdiction.**

(a) **Applicable Laws and Venue.** The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

(b) **Waiver of Jury Trial.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Contract and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

**10.8 Specific Performance; Injunctive Relief.** Each party recognizes that the other party would suffer irreparable harm if such party breached its obligations under this EULA and that monetary damages might not be adequate to compensate the other party for any breach hereof. Notwithstanding the arbitration of disputes pursuant to Section 10.7, in the event of a breach or attempted breach of any of the provisions herein, the non-breaching party, in addition to its other remedies, shall be entitled to specific performance and/or injunctive relief from any court of competent jurisdiction in order to enforce performance or prevent any violation of the provisions of this EULA

**10.9 Force Majeure.** Notwithstanding anything else in this EULA, and except for the obligation to pay money, no default, delay or failure to perform on the part of either ICEYE or End User shall be considered a breach of this EULA if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of a party charged with a default, delay or failure to perform, including, without limitation, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities, government imposed restrictions or limitations on collection, processing and/or distribution of SAR satellite imagery, Data or Products (or Derivatives thereof), any failure or delay caused by any national telecommunications network or Internet hardware or software infrastructure, systems or components thereof, any failure, delay or default by (a) an ICEYE contractor, including, without limitation, ground station and infrastructure service providers, in connection with performance of services for ICEYE or (b) a public carrier, if ICEYE's delivery of Products to an Authorized Reseller or End User is dependent on such ICEYE's contractor's services or the performance of such public carrier, medical crisis or epidemics, war, military action, acts of terrorism, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, partial or total loss, failure, malfunction, anomaly or delay of an ICEYE satellite or other Data supplier's satellite, any partial or total loss, failure, malfunction, anomaly or delay of any ground station, imagery processing system or other Data collection or gathering systems (each, an event or circumstance of "force majeure"). A party claiming the occurrence of a force majeure event shall promptly notify the other party in writing and describe the circumstances giving rise to the force majeure event and will be excused from further performance or observance of the obligation(s) so affected for as long as the force majeure circumstances apply and such party continues to use commercially reasonable efforts to recommence performance to whatever extent possible without delay.

**10.10 Notices.** All notices under this EULA must be in writing in English and addressed to the other party's legal department. The email address for notices sent to ICEYE is [legal@iceye.fi](mailto:legal@iceye.fi). Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.

**10.11 Controlling Language.** These EULA terms, conditions and restrictions are drafted in the English language only. English will be the controlling language in all respects, and all versions of these EULA terms, conditions and restrictions in any other language are for accommodation only and will not be binding on the parties.

**11. Definitions.** As used in this EULA, the following capitalized terms shall have the following meanings:

**11.1 "Affiliate"** means any legal entity controlling, controlled by or under common control with a party, where "control" means (a) the ownership of at least fifty percent (50%) of the equity or beneficial interest of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such party by any means.

**11.2 "Applicable Laws"** means anti-bribery legislation enacted in the European Union, Finland, United States and United Kingdom, including the Foreign Corrupt Practices Act and UK Bribery Act, commercial bribery, domestic bribery, illegal gratuities, mail and wire fraud, and anti-kickback laws, as well as anti-money laundering, anti-terrorism, economic sanctions and export control laws, as well as all other relevant laws, regulations, rules orders and decrees that affect how the End User conducts its business. It also includes laws, regulations, rules, orders and decrees related to permits, licenses, and other authorizations necessary for the End User to exercise its rights and perform its obligations under this Agreement. Applicable Laws includes any amendments or modifications to such laws, regulations, rules, orders and decrees or permits, licenses and other authorizations enacted from time to time after the commencement of the Term.

**11.3 "Authorized Reseller"** means a reseller authorized by ICEYE to distribute and resell licenses to use the Products, Derivatives and Documentation to End Users.

**11.4 "Commercial Purpose"** means redistribution, retransmission or publication in exchange for a fee or other consideration, which may include, without limitation: (a) advertising; (b) use in marketing and promotional materials and services on behalf of a customer, client, employer, employee or for End User's benefit; (c) use in any materials or services for sale or for which fees or charges are paid or received; and (d) use in any books, news publication or journal.

**11.5 "Customer Agreement"** means that agreement between ICEYE or an Authorized Reseller and End User pursuant to which the End User obtains a license to use the Products, Derivatives and Documentation.

**11.6 "Data"** means the (a) raw unprocessed source SAR satellite imagery and information used to create Products; and (b) sensor configuration, sensor geometry and satellite ephemeris information which describes or qualifies such SAR satellite imagery and information.

**11.7 "Data Derivative"** means a Derivative of the Product created by End User that (a) cannot be identified as originating or deriving from the Product and is technically irreversible and unable to be reverse-engineered such that it can be so identified; and (b) is not capable of use substantially as a substitute for the Products.

**11.8 "Derivatives"** means (a) any goods or products in tangible, digital, electronic or other form that are created or developed from Products; and/or (b) any addition, improvement, update, modification, transformation or derivative work of or to a Product, including, without limitation, reformatting of the Product into a different format or medial from which is delivered to End User; any addition or extraction of data, information or other content to or from the Product, or any copy or reproduction of the Product.

**11.9 Documentation** means the user manuals and similar materials licensed to End User by ICEYE or an Authorized Reseller pursuant to a Customer Agreement.

**11.10** “**End User**” means a customer properly authorized by ICEYE or an Authorized Reseller pursuant to a Customer Agreement to access and use the Products, Derivatives and Documentation for End User’s Internal Use.

**11.11** “**End User’s Internal Use**” means use of the Product, Documents and any Derivatives solely for the End User’s internal business purposes, subject to the terms, conditions and restrictions of the EULA, and not for any Commercial Purpose.

**11.12** “**End User Personnel**” includes an End User’s (a) employees and contractors who are part of the End User’s workforce and/or (b) subcontractors of the End User, provided the personnel described in subsections (a) and (b) have (x) obligations of confidentiality to the End User, and (y) a need to access and/or use the Products, Documentation and any Derivatives solely for the End User’s Internal Use.

**11.13** “**End User Proprietary Materials**” means End User proprietary materials contributed to a Product, Derivative or Documentation under this EULA, but excluding any ICEYE Pre-Existing IP and other Intellectual Property Rights owned, developed or created by ICEYE, and all derivative works thereof, during the Term of this EULA.

**11.14** “**Intellectual Property Rights**” shall mean patents, copyrights, trade secrets, trademarks, service marks, and applications for and registrations of the foregoing, and all other proprietary and intellectual property rights, now or hereafter existing anywhere in the world.

**11.15** “**Pre-Existing IP**” means (a) all Intellectual Property Rights, and (b) satellites, ground stations, imagery processing or production hardware and software systems, code, scripts, software programs, documentation, reports, materials, technology and other embodiments of Intellectual Property Rights (as defined above), in each of cases (a) and (b), owned by ICEYE prior to the license of Products or Documentation under this EULA.

**11.16** “**Products**” means ICEYE’s standard product offerings, including, without limitation, Data, created by applying formatting or processing techniques to the Data or using the Data to create other product offerings and licensed to End User by ICEYE or an Authorized Reseller pursuant to a Customer Agreement.

**11.17** “**SAR**” means synthetic aperture radar.

**11.18** “**Term**” means that period that Customer is entitled to use the Products, Derivatives and Documentation as set forth in the Customer Agreement and further defined in Section 1 of this EULA.

**11.19** “**Third Party**” means any individual, legal entity, corporation, limited liability company, partnership, other organization or government agency that is not a party to this EULA and is not an Affiliate of ICEYE.

## **SFWMD Additional Terms and Conditions**

### **Public Records. Contractor's Duties Regarding Public Records:**

**A. Compliance with Florida Laws:** Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption. Contractor's failure to comply with this section is a breach of this Contract.

**B. Recordkeeping and Public Access:** Under the applicable sections of Chapter 119, Florida Statutes a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, Contractor must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (4) transfer, at no cost, to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of the Contract with the District, Contractor shall provide all applicable records associated with this Contract on electronic media (CD-ROM or USB flash drive).

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS [PUBLICRECORDS@SFWMD.GOV](mailto:PUBLICRECORDS@SFWMD.GOV) AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.**

-- END OF END USER INTERNAL USE LICENSE --