BLACKSKY

Supplement C

Imagery Products & Analytic Products Rights—U.S. Government (USG)

This Supplement is incorporated by reference into our General Terms and forms a part of the Order Agreement to which you and we are Parties. Capitalized terms used without definition in this Supplement have the corresponding meaning set forth in the General Terms, except that, for purposes of this Supplement only, (a) "Licensed Material" is limited to the Imagery Products and/or Analytic Products that are delivered or otherwise made available for your use as set forth in this Supplement C and the Order Agreement and (b) "Licensed User" has the modified meaning set forth in Section 1 below.

This Supplement C applies only to our U.S. government ("**USG**") customers.

As further detailed below, we currently support 6 licensing types, each of which is separately referenced in our Price List:

- USG Type-0 (Ordering Agency + Authorized Contractors)
- USG Type-1 (National Security)
- USG Type-2 (National Security Plus)
- USG Type-3 (USG)
- USG Type-4 (USG Plus)
- USG Type-5 (Public Release)

USG Type-0 applies, and is priced accordingly, where a single USG entity wishes to license Licensed Materials for its own internal use and with authorized contractors associated with the USG agency. The remaining licensing types provide tiered usage and sharing options. In all cases, the associated licensing rights are based on and intended to be consistent with the licensing schema for remotely sensed data developed by the National Reconnaissance Office (NRO) and adopted by National Aeronautics and Space Administration. For example, the definitions of Value-Added Products and Derived Products in the General Terms are based the corresponding NRO defined terms. If you request, we will execute separately the applicable NRO end user license agreement (each, an "NRO EULA") for the corresponding USG Type-1 through Type-5 license, as follows, and as such NRO EULAs may be updated from time to time by the NRO and for which we may make corresponding updates to this Supplement C and the Order Agreement:

License Type	NRO EULA
USG Type-1	NS-20211007 - National Security End User License Agreement
USG Type-2	NSP-20211007 - National Security Plus End User License Agreement
USG Type-3	USG-20211007 - United States Government End User License Agreement
USG Type-4	USGP-20211007 - United States Government Plus End User License Agreement
USG Type-5	PUB-20211007 - Public Release End User License Agreement

Consistent with the General Terms, your purchased license level may be designated in the Order Agreement, and you may move to a higher license level at any time upon written notice to us and payment of the price differential between your then-current level and the higher license level.

We have incorporated this Supplement C into the Order Agreement to make it seamless for you to access our full suite of Products and Services, including our Platform and BlackSky Events, without the requirement for you to navigate separate end user terms. Consistent with Supplement B, we acknowledge that (a) any provisions in this Supplement C, the Order

Agreement or the NRO EULAs that conflict with USG regulations are hereby superseded by the USG regulations to the extent required by applicable law and (b) any inconsistences among the Order Agreement, the NRO EULAs, this Supplement C and the remainder of the Order Agreement will be resolved in that order.

Please let us know if you require a different licensing scheme for particular Licensed Materials. We will work with you to execute a separate writing or update this Supplement C to incorporate that schema as well.

1. Certain Definitions. As used in this Supplement, the following terms have the following meanings:

"**Government Purpose**" means for the benefit of the USG. Government Purpose is subject to the limitations set forth in Section 4 below. Government Purpose ceases upon conclusion of the specific program, mission, or requirements.

"**Licensed Users**" means an authorized recipient and end user of Licensed Materials according to Section 3 below.

"**National Security Purpose**" means for U.S. National Security use. National Security Purpose is subject to the limitations set forth in Section 4. National Security Purpose ceases upon conclusion of the specific program, mission, or requirements.

"**Share**" or "**Sharing**" means the physical or electronic transfer of Licensed Material to a Licensed User.

"**Third Party**" means any organization or party that is not listed as a Licensed User in Section 3.

2. General License Rights. We grant you a perpetual, non-exclusive, non-transferable, irrevocable worldwide license to the Licensed Materials as set forth below:

(a) License purchased rights for Licensed Materials are in perpetuity.

(b) Licensed Users may generate and Share unlimited hardcopies and softcopies of the Licensed Materials in accordance with Section 3.

(c) Licensed Users may generate unlimited Value-Added Products from Licensed Materials and Share such products as described in Section 3.

(d) Licensed Users may generate unlimited Derived Products from the Licensed Materials and Share such products without restriction except as set forth herein in Section 4.

(e) You and the Licensed Users will preserve our copyright markings and copyright metadata in Value-Added Products.

(f) Copyright markings will be included on all Derived Products as appropriate.

3. License Grants by Type. We grant you the following license based on the corresponding license type you have in effect at the time and subject to the restrictions set further below:

(a) For **USG Type-0**, we grant you the following Ordering Agency license for the purchase of Licensed Materials, which allows for unlimited Sharing to Licensed Users as described herein:

i. Licensed Materials are shareable within your specific entity for your internal use only.

ii. Licensed Materials are shareable with contractors and/or grant recipients for the purpose of executing their contracts with you, solely in support of your internal Government Purpose and without further Sharing by those contractors or grant recipients.

iii. We do not otherwise authorize any Sharing outside your specific entity.

(b) For **USG-Type 1**, we grant you the following National Security license for the purchase of Licensed Materials, which allows for unlimited Sharing to Licensed Users as described herein:

- **i.** Licensed Materials are shareable across all entities defined under Title 10 U.S.C. and/or Title 50 U.S.C. and the United States Coast Guard (USCG).
- **ii.** Licensed Materials are shareable with the Executive Office of the President, members of Congress, and Congressional staff involved in the oversight of the entities identified in the preceding clause (b)(i).
- **iii.** Licensed Materials are shareable with contractors and/or grant recipients supporting entities identified in the preceding clauses (b)(i) and (ii) for the purpose of executing their USG contracts.

(c) For **USG-Type 2**, we grant you the following National Security Plus license for the purchase of Licensed Materials, which allows for unlimited sharing to Licensed Users as described herein:

- **i.** Licensed Materials are shareable across all entities defined under Title 10 U.S.C. and/or Title 50 U.S.C. and the United States Coast Guard (USCG).
- **ii.** Licensed Materials are shareable with the Executive Office of the President, members of Congress, and Congressional staff involved in the oversight of the entities identified in the preceding clause c(i).
- **iii.** Licensed Materials are shareable with the US Department of State.
- **iv.** Licensed Materials are shareable with foreign governments and inter-governmental entities, and international defense and coalition partners for the National Security Purpose.
- **v.** Licensed Materials are shareable with contractors and/or grant recipients supporting entities identified in the preceding clauses (c)(i)-(iv) for the purpose of executing their contracts.

(d) For **USG-Type 3**, we grant you the following USG license for the purchase of Licensed Materials, which allows for unlimited sharing to Licensed Users as described herein:

- **i.** Licensed Materials are shareable across all portions of the USG defined under Title 5 U.S.C. 101-105.
- **ii.** Licensed Materials are shareable with the Executive Office of the President, members of Congress, and Congressional staff involved in the oversight of the entities identified in the preceding clause (d)(i).
- **iii.** Licensed Materials are shareable with state and local governments, territories, and tribal authorities within the U.S. for Government Purposes.
- **iv.** Licensed Materials are shareable with non-governmental organizations and/or non-profit organizations working for the purpose of entities found in the preceding clauses (d)(i)-(iii).
- **v.** Licensed Materials are shareable with contractors and/or grant recipients supporting entities identified in the preceding clauses (d)(i)-(iv) for the purpose of executing their USG contracts.

(e) For **USG-Type 4**, we grant you the following USG Plus license for the purchase of Licensed Materials, which allows for unlimited sharing to Licensed Users as described herein:

- **i.** Licensed Materials are shareable with all portions of the USG defined under Title 5 U.S.C. 101-105.
- **ii.** Licensed Materials are shareable with the Executive Office of the President, members of Congress, and Congressional staff involved in the oversight of the entities identified in the preceding clause (e)(i).

iii. Licensed Materials are shareable with foreign governments, inter-governmental entities, and international defense and coalition partners for Government Purposes.

iv. Licensed Materials are shareable with state and local governments, territories, and tribal authorities within the U.S. for Government Purposes.

v. Licensed Materials are shareable with non-governmental organizations and/or non-profit organizations working for the purpose of entities found in the preceding clauses (e)(i)-(iv).

vi. Licensed Materials are shareable with contractors and/or grant recipients supporting entities identified in the preceding clauses (e)(i)-(v) solely for the purpose of executing their contracts.

(f) For **USG-Type 5**, we grant you the following Public Release license for the purchase of Licensed Materials, which allows for unlimited sharing to Licensed Users as described herein:

i. You are granted unlimited rights to the Licensed Materials to permit full public dissemination without restriction unless stated herein.

ii. Licensed Material that is publicly released does not become public domain or otherwise convey to the public any right to the Licensed Material beyond what is provided for by fair use and other copyright limitations.

4. License Restrictions. With respect to each of the license grants in Section 3 (other than USG-Type 5, as to which we grant you the rights to Share Licensed Materials publicly with no additional restrictions), we grant you and all Licensed Users the rights to Share Licensed Materials subject to the following restrictions:

(a) You and all Licensed Users will provide reasonable efforts to avoid providing copies of or access to the Licensed Materials beyond what is necessary for the fulfillment of the National Security Purpose. You will notify us upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

(b) You and all Licensed Users will provide reasonable efforts to avoid making the Licensed Materials available under any open source license or agreement to any Third Party or use the Licensed Materials in a manner that would subject the Licensed Materials to become subject to any open source license except where stated herein. You will notify us upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

(c) You and all Licensed Users will provide reasonable efforts to avoid allowing the Licensed Materials to be made available to any Third Party for any commercial or revenue generating purpose except where stated herein. You will notify us upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

(d) You and all Licensed Users will provide reasonable efforts to avoid providing copies of or access to the Licensed Materials to a Third Party for their own use, apart from supporting the applicable USG contract, except where stated herein. You will notify us upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

(e) You and all Licensed Users will provide reasonable efforts to avoid allowing a Third Party to disclose or Share the Licensed Materials with another Third Party (or the public), either publicly or privately, except where stated herein. The USG will notify the Licensor upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

(f) You and all Licensed Users may not place the Licensed Materials, or allow the Licensed Materials to be placed, into the public domain or otherwise be publicly Shared (e.g., public websites) except where stated herein.

(g) You and all Licensed Users will provide reasonable efforts to not allow you, all Licensed Users, or any Third Parties (a) to place Digital Elevation Model(s) (DEMs) derived from Licensed Materials into the public domain or otherwise be publicly Shared (e.g., public websites) except where stated herein or concurred with by us or (b) to sell or otherwise disseminate any DEM derived from Licensed Materials for revenue generating purposes, except where stated herein or

concurred with by us. DEMs created by Licensed Users from Licensed Materials may only be used for Government Purposes.

(h) You and all Licensed Users will provide reasonable efforts for oversight and control of the use of the Licensed Materials. You will notify us upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

5. Limited Warranty.

(a) We disclaim all other warranties of any kind, whether express or implied, relating to the Licensed Materials, including: (a) any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement; and (b) any warranty arising out of course of dealing, usage, or trade. We do not warrant that the Licensed Materials will be uninterrupted or free of errors. Upon notification, corrective action will be taken in accordance with the contract or purchase order.

(b) You will notify us in writing within twenty-one (21) calendar days after the date of delivery if Licensed Material does not conform to the stated specifications.

6. Liability.

(a) To the fullest extent permitted by law, in no event will we or our Affiliates be liable to you or any party identified in Section 3 above for any indirect, incidental, special, consequential, or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to their use of the Licensed Materials whether based on warranty, contract, tort (including negligence), statute, or any other legal theory.

(b) Consistent with Supplement B, this Supplement C will not impair your right to recover for fraud or other crimes arising out of or related to the Order Agreement under any applicable law. Furthermore, this Supplement C will not impair nor prejudice your right to express remedies provided in an existing government contract.