

## **Satellogic Terms and Conditions of Purchase –January 2022 – Global**

### **1. Scope**

These Terms and Conditions of Purchase ("Terms and Conditions") apply exclusively to the purchase of and delivery of products and ancillary services ("Products") from suppliers to Urugus S.A., dba Satellogic, or designated affiliate ("Satellogic") as the recipient of these Products pursuant to a purchase order.

### **2. Acceptance**

Deviating or supplementary Terms and Conditions of suppliers are not binding for Satellogic even if Satellogic does not expressly object to them or the supplier declares that they only deliver based on their Terms and Conditions. Any performance by supplier pursuant to Satellogic's purchase order, including, without limitation, manufacture or shipment of products or performance of services, shall be deemed to be an acceptance solely upon these Terms and Conditions. Terms and Conditions of the supplier are only binding for Satellogic if they have been expressly confirmed in writing by Satellogic.

### **3. Entire Agreement**

3.1. A purchase order placed by Satellogic is an offer to the supplier to acquire the Products specified in the purchase order subject to these Terms and Conditions. Satellogic may revoke the purchase order at any time before acceptance by the supplier.

3.2. The acceptance of a purchase order shall contain all required purchase information, in particular the exact description of the Products purchased, order number, order date, delivery date and price. Any modifications or additions to a purchase order shall be expressly confirmed by Satellogic in writing for them to be binding.

3.3 Unless a written supply agreement has been executed by both parties, these Terms and Conditions and Satellogic's purchase order

together constitute the entire agreement of the parties covering the Products provided by supplier to Satellogic. These Terms and Conditions supersede all other written or oral agreements between the parties with respect to the purchase of Products pursuant to Satellogic's purchase order. Supplier and Satellogic may modify these Terms and Conditions only by an express written agreement signed by both parties.

### **4. Supplier Warranties**

4.1 Supplier represents and warrants to Satellogic that: (i) supplier will deliver to Satellogic good, exclusive and marketable title to Products, free and clear of all liens, security interests, claims and other encumbrances; (ii) all Products shall conform to the specifications, drawings, samples and/or other descriptions furnished or approved by Satellogic, shall be fit and sufficient for the purpose intended, merchantable and free from defects in design, materials and workmanship; (iii) supplier will comply with all applicable laws, rules, regulations, orders or other directives in the manufacture, sale and delivery of Products; (iv) the Products do not infringe or constitute a misappropriation of any right of any third party, including any intellectual property or confidentiality rights; and (v) ancillary services are conducted with due skill, care and diligence. These warranties shall be in addition to any other warranties customarily extended by supplier to its customers and shall survive inspection, test, acceptance, and payment.

4.2 If any Product breaches any of the warranties set forth above, supplier shall promptly replace such Product with a new Product that conforms to the specifications, drawings, samples and/or other descriptions furnished or approved by Satellogic and that is free from defects in design, materials and workmanship, delivered to the same ultimate destination as that of the original shipment. In addition, supplier shall be responsible for any customs or transportation

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costs or similar charges relating to the replacement. All replacement Products shall be fully warranted. In the event that supplier is unable to replace a Product within a commercially reasonable time, Satellogic shall receive a full refund and shall have the right to recover its damages, including the cost of cover, without prejudice to all other rights and remedies available in law or by virtue of these Terms and Conditions.

### **5. Changes to Purchase Orders**

No changes or substitutions shall be made in the purchase order without the prior written consent of Satellogic. Satellogic shall, by submission of a written change order to supplier, have the right to make changes to a purchase order at any time with respect to drawings, specifications, designs, quantities, places, and times of delivery. If supplier reasonably believes that a change requested by Satellogic affects the price or delivery date for Products, supplier shall notify Satellogic in writing (with adequate supporting documentation) within 5 business days after receipt of Satellogic's change order, and supplier shall not perform the requested changes without the prior written consent of Satellogic. Satellogic and supplier shall mutually agree in writing on any adjustments in the price and/or delivery date resulting from the requested change. Supplier's claim for an adjustment in price or delivery date will be deemed to have been waived unless asserted by supplier within 5 business days after receipt of Satellogic's change order. In no event shall supplier stop performance of any unaffected portion of the purchase order while Satellogic and supplier are in the process of making any changes and adjustments.

### **6. Shipping and Delivery**

Supplier shall package all Products in accordance with Satellogic's Product packaging requirements (applicable in the country of production and in the country of destination) and in such a manner as to provide proper protection for Products in transit.

Supplier will provide full insurance cover for the transportation of the Products. Damages to any Products resulting from improper packaging shall be the responsibility of the supplier. Unless otherwise noted on the purchase order, all Products will be delivered DAP (Incoterms 2020) Satellogic's designated delivery location.

### **7. Transfer of Title and Risk of Loss**

Title and risk of loss or damage to Products shall not pass to Satellogic until Products are received and accepted by Satellogic at the destination.

### **8. Late Delivery**

TIME IS OF THE ESSENCE. It is a condition of Satellogic's purchase order that deliveries conform to the schedule set forth in such order. Therefore, the agreed delivery dates shall be firm deadlines and shall apply to the entire delivery. Supplier is not entitled to early delivery and/or partial delivery. Supplier shall promptly notify Satellogic of any actual or anticipated delays in delivery and shall, at supplier's expense, take all reasonable steps to avoid or end such delays, including the use of expedited shipping. If supplier fails to ship all or any portion of Products on or before the promised shipping date, Satellogic shall have the right to cancel the purchase order, without liability, for any Products not yet shipped. In addition, supplier agrees to indemnify and hold Satellogic harmless from any losses, penalties, damages, liabilities, and obligations, including, without limitation, the cost of cover and any other costs, expenses, and attorneys' fees, arising out of or relating to supplier's failure to deliver in accordance with the schedule set forth in the purchase order.

### **9. Late Delivery Penalties**

Without prejudice to Satellogic's additional rights and remedies available in law or in equity, in the event a supplier breaches a firm delivery deadline, Satellogic will be entitled to claim a pre-liquidated late delivery penalty of 0.25% of the total net purchase order value per calendar day the delivery date is exceeded, capped at 5% of purchase order invoice value. Late delivery

penalties may be offset by Satellogic in supplier invoices.

#### **10. Indemnity**

Supplier agrees to indemnify and hold harmless Satellogic, its subsidiaries, affiliates, successors and assigns, against any and all claims, demands, losses, damages, liabilities and obligations, including, without limitation, costs, expenses and attorneys' fees, arising out of or relating to: (i) any claim that Products or the use of Products constitutes an infringement of any patent, copyright, trademark, trade name, service mark or other proprietary right; (ii) any claim that Products are defective; (iii) any breach of warranty by supplier; (iv) any breach of confidentiality by supplier; (v) the use of Products; (vi) any breach of import and export regulations; or (vii) any claim for injury, death and/or damage to property arising from or related to the Products and/or caused by the negligence of supplier. In addition to the indemnification obligation, for any claim arising under (i) above, supplier may obtain for Satellogic the royalty-free unlimited right to continue using Products in the manner that such Products could be used absent such claim, or to modify or replace Products in a manner acceptable to Satellogic in its sole discretion.

#### **11. Prices, Taxes and Payment Terms**

11.1. Prices for Products shall be as set forth in Satellogic's purchase order, and Satellogic shall not be liable to supplier for any charges other than those specified on Satellogic's purchase order. Notwithstanding the foregoing, the price to be paid by Satellogic for Products under the purchase order shall not be greater than the price paid by supplier's similarly situated customers purchasing similar products in similar quantities.

11.2. Except as otherwise specified in Satellogic's purchase order, the price for Products includes all taxes, duties or assessments with respect to

the Products or their sale hereunder. In the event Satellogic becomes liable to pay any such taxes, duties or assessments, the supplier will indemnify Satellogic therefor.

11.3. Due dates for the payment of invoices will be computed from the date of receipt by Satellogic of a correct and complete invoice. Unless otherwise agreed by the parties in writing, terms of payment shall be 30 days from the receipt of such an invoice for all Products accepted by Satellogic.

#### **12. Force Majeure**

Force majeure refers to an event which is unforeseeable, unavoidable, and external at the time of its occurrence, beyond the control of the affected party and renders the performance of the purchase order impossible for the affected party, including but not limited to, Acts of God, governmental administrative acts or omissions, consequences of natural disasters, epidemics, war hostilities, and terrorist attacks.

The party claiming the occurrence of an event of force majeure shall send a written notice within 10 business days to the other party with a description of the event and workaround and mitigation plans. If the delivery date or delivery period is exceeded due to force majeure, Satellogic may either request the delivery obligation be performed at a later time or, if these circumstances cannot be remedied within a reasonable time, Satellogic may terminate the purchase order without notice. In this case Satellogic shall be only liable for payment of those already delivered in accordance with the purchase order.

#### **13. Import and Export Regulations/Evidence of Origin**

The supplier is responsible for complying with all relevant export control regulations applicable at the time of delivery. The supplier will obtain all required import or export permits and other

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governmental consents at its own cost and risk and will carry out all required customs formalities. The supplier will inform Satellogic of any collaborative actions required reasonably in advance and will support Satellogic with any such actions. The supplier will promptly provide duly signed evidence of origin documentation requested by Satellogic along with all the required information.

Supplier declares that all Products subject to the purchase order are not subject to either of ITAR or EAR regulations (other than EAR99) if sourced from the US. If a Product is subject to ITAR or EAR (other than EAR99), supplier will notify Purchaser prior to execution. For the avoidance of doubt, supplier declares and warrants that (i) any Products sourced from the US are not listed on the ITAR USML; and (ii) any Products sourced from the US are listed on the EAR CCL unless they have a EAR99 class or an EAR other than 9a515.x. Supplier declares that it fully understands that sourcing any Products classified in any of the above can have material implications for Satellogic beyond the scope of the purchase order and therefore Satellogic will be entitled to full indemnification from supplier pursuant to section 10 above which shall survive the termination of the purchase order.

### **14. Inspection**

In addition to the Satellogic's right of access to the Supplier under Section 16, Satellogic shall have the option to inspect Products during the manufacturing process and upon completion but prior to shipment. Satellogic may also inspect Products after they are received at the destination specified in the purchase order. No provision in supplier's delivery receipt shall modify Satellogic's right to inspect and reject Products. Neither Satellogic's inspection of or failure to inspect Products nor payment for Products shall be deemed an acceptance of Products and shall in no way limit Satellogic's

right to reject nonconforming or defective Products.

### **15. Rejection**

Satellogic has the right to reject nonconforming Products. If Satellogic rejects Products or revokes acceptance of Products, and supplier does not deliver conforming Products on or before the delivery date specified in the purchase order, Satellogic shall have the option to cancel the purchase order, without liability. In addition, supplier shall indemnify Satellogic pursuant to the terms of Sections 7 and 8 above for any resulting late delivery. Rejected Products shall be held by Satellogic, at supplier's risk and expense, until Satellogic receives supplier's written instructions regarding disposition of such Products. Satellogic will receive a full refund for rejected Products returned to supplier, including cost of transportation.

### **16. Quality Management/ Right of Access to the Supplier**

16.1 The supplier shall ensure that it has suitable quality assurance and monitoring procedures in place. The supplier shall keep records of quality monitoring and quality assurance measures and shall provide these Satellogic promptly upon request. The supplier consents to audits being carried out by Satellogic or by an expert commissioned by Satellogic to assess supplier's quality assurance system.

16.2 Upon request, the supplier shall allow and enable Satellogic representatives tasked with the inspection of materials and the associated records, access to supplier or supplier subcontractor premises at any time during normal business hours for Satellogic to audit, inspect and monitor quality management progress.

**17. Spare parts**

The supplier shall keep spare parts available for the period of the usual life of the Products and to make available spare parts to Satellogic at reasonable conditions. If the supplier ceases to supply the Products or the replacement parts, the supplier shall give Satellogic written notice of the planned obsolescence and the opportunity to place a last time purchase order.

**18. Materials**

18.1 All materials provided by Satellogic, including on a loan basis, including but not limited to, designs, specifications, documentation, models, material, equipment, components, production resources, packaging, tools, measuring instruments, devices, or the other items ("Materials") which are provided to the supplier as intended for the performance of the purchase order shall remain the property of Satellogic, unless otherwise expressly agreed. The supplier may only use the Materials for manufacturing the Products and performing the purchase order, excluding any other purposes. Materials will be considered Satellogic proprietary and confidential information. Supplier will not allow third party access to the Materials or dispose of them without the prior written agreement of Satellogic.

18.2 Materials shall be clearly identified as the property of Satellogic, and the supplier shall keep them secure and apply the same standard of maintenance and care as supplier would for its own materials. The supplier shall bear the risk of loss and damage for materials and items provided unless the supplier was not responsible for the loss or damage. The supplier is obligated to insure the materials at their own cost against all insurable risks (all risk cover) for the amount of their replacement value and to provide evidence of this to Satellogic on request. Supplier will fully indemnify Satellogic in the event of loss or damage to the Materials.

18.3 Promptly upon request, the supplier shall return all documents received from Satellogic in full including any copies and drawings made thereof or shall securely destroy these at Satellogic's request. Unless otherwise provided by law, the supplier does not have any rights of retention or pledging rights with regard to any Materials or other items provided by Satellogic.

**19. Intellectual Property Rights**

19.1. Supplier shall not acquire any intellectual property rights from Satellogic under these Terms and Conditions, the purchase order or otherwise.

19.2. The supplier shall indemnify and hold Satellogic harmless against any claims by third parties regarding intellectual property claims in accordance with Section 10.

**20. Confidentiality**

20.1 The supplier shall treat the existence of the business relationship with Satellogic and all information and documents (including but not limited to, drafts, samples, production resources, models, data carriers, prototypes, diagrams, drawings, calculations, knowledge) of Satellogic which become known to the supplier as a result of the business relationship, and which was not already generally known to the public, as confidential and to not use it for purposes other than those expressly determined by Satellogic. The information in orders from Satellogic shall also be kept confidential. Any supplier subcontractors are also to be accordingly bound by confidentiality. The confidentiality obligation shall continue after the end of the business relationship in perpetuity.

20.2 The supplier may only reference Satellogic within the scope of advertising, when providing references or in other publications if this has been expressly agreed in writing by Satellogic in advance. Supplier shall provide the draft of the

proposed copy, the location(s) and the dates to Satellogic for review and decision on approval.

20.3 Both parties agree that the terms of any Non-Disclosure Contract (“NDA”) signed between the parties shall govern disclosures between the parties. In the event the NDA expires or is terminated prior to the expiration or termination of a purchase order, the terms of the NDA shall remain in full force and effect.

## **21. Insurance**

Supplier shall maintain adequate employer liability and commercial general liability insurance covering risks that are typically covered within the industry, including products and contractual liability coverage. Upon request by Satellogic, supplier shall provide satisfactory evidence of such insurance.

## **22. Assignment and Subcontractors**

These Terms and Conditions are binding upon, and inure to the benefit of Satellogic, supplier and their successors and permitted assigns. Supplier may not assign, delegate, or subcontract its obligations under Satellogic’s purchase order, in whole or in part, without Satellogic’s prior written consent. Any purported assignment, delegation or subcontract made without Satellogic’s consent shall be void.

## **23. Termination**

Without prejudice to Section 4, Satellogic may terminate the purchase order any time upon supplier’s commencement of insolvency proceedings or as otherwise provided by law. Satellogic may also terminate the purchase order any time in the event of supplier’s material breach, including, but not limited to, supplier’s repeated breach of Product delivery schedules, breach of confidentiality, intellectual property, trade compliance, insurance, data protection and breach of Satellogic internal policies. Termination shall be without prejudice to all

other indemnification rights and remedies available hereunder, in law or in equity.

## **24. Data protection**

24.1 The supplier will comply with all applicable Data Protection law as and regulations (“Applicable Data Protection Law”). The supplier warrants that (i) it will process personal data as well as confidential data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and (ii) it will take appropriate technical and organizational measures against the unauthorized or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure Satellogic’s compliance with the Applicable Data Protection Law including, but not limited to, technical and organizational security measures. The supplier shall notify Satellogic immediately if it becomes aware of any unauthorized or unlawful processing, loss of, damage to or destruction of personal or confidential data.

24.2 The supplier agrees that Satellogic is entitled to store, edit, and process all order-related personal data received in compliance with Applicable Data Protection Law.

## **25. Compliance with Laws and Satellogic’ S Internal Policies**

2The supplier hereto agrees to comply with the laws and regulations of its own country including but not limited to non-discrimination of employees and/or contractual partners, combating corruptibility and bribery of domestic and foreign public officials, protection international human rights and environmental responsibility. Supplier undertakes to comply with Satellogic’s Supplier Code of Conduct and Anti-Corruption policies available on its website.

**26. No Partnership or Joint Venture**

The parties agree that nothing in these Terms and Conditions will create any agency, employment, partnership, joint venture, or fiduciary relationship between supplier and Satellogic.

**27. Waiver**

Satellogic's waiver of any breach, act or omission of supplier is not to be deemed a waiver of any subsequent similar breach, act or omission. Satellogic's delay or failure to enforce its rights under these Terms and Conditions shall not be deemed a waiver of such rights.

**28. Severability**

The invalidity of any portion of these Terms and Conditions shall not invalidate any other portion of these Terms and Conditions and, except for such invalid portion, these Terms and Conditions shall remain in full force and effect. If for any reason any portion of these Terms and Conditions is illegal or unenforceable, such provision will be severed, and the remainder of these Terms and Conditions shall be interpreted in a manner that will not affect the enforcement of the remaining provisions.

**29. Governing Law and Jurisdiction**

The laws of New York shall govern exclusively all legal relationships between Satellogic and the supplier, without giving effect to the choice of law provisions thereof. The UN Convention on Contracts for the International Sale of Goods is expressly excluded. The parties agree to submit any controversies and disputes to ICC arbitration in New York City, after first having attempted to resolve them in good faith.