

Services & Subscription Terms

Last modified: Feb 28, 2024

Please read these Terms of Service carefully as they set out the legal rights and obligations between You and SatYield (collectively with SatYield's Privacy Policy <https://www.satyield.com/privacy-policy>, the "Terms of Service before accessing or using any portion of the www.satyield.com domain (collectively, the "Site") and/or the services, features, Content, platform, API, or Web Applications (together with the Site, the "Services") offered by SatYield, Inc. ("SatYield", "we", "us" or "our").

By accessing and using the Site or Services in any manner, you (that is, any visitor to or user of the Site or Services, including any customer entity identified on a subscription or service agreement governing Site or Service access, herein the "Customer") hereby agree that you have read and agree to be bound by and a party to the terms and conditions herein, and understand and agree that these Terms of Service set forth the legally binding terms and conditions for your use of the Site and the Services.

To the extent, these Terms form an integral part of any accompanying SatYield's paid or unpaid subscriptions and Order Forms.

Please note that your use of and access to our site and services is expressly conditioned upon assent to all the terms and conditions herein. If you do not agree to all of the following, you may not use or access the site or services in any manner.

Additional Terms of Acceptance

By using the Services in any manner, including but not limited to: visiting or browsing the Site, accessing or using a SatYield product or service delivered over the internet through a browser interface (each such product or service a "Web Application"), or accessing or using the SatYield application programming interface (the "API"), you also agree to all other operating rules, policies and procedures that may be published and updated from time to time by us on the Site or in a SatYield Web Application or its API.

SatYield reserves the right to amend, remove, or add to the Terms of Service at any time. Such modifications shall be effective immediately. Accordingly, please continue to review

the Terms of Service whenever accessing or using the Services. For changes to these Terms of Service that we deem material, we will make a notice on <http://www.satyield.com> with “Updated Terms of Use” for an amount of time that we determine at our discretion. Your access to, or use of, the Site or any Service after the posting of modifications to the Terms of Service will constitute your acceptance of the terms of service, as modified. If, at any time, you do not wish to accept the Terms of Service, you may not access or use the Site or any of the Services. Any terms and conditions proposed by you which are in addition to or which conflict with the Terms of Service are expressly rejected by SatYield and shall be of no force or effect.

1. **Account Information**

1.1. **Registration.** To access certain portions of the Site or Services, you may be required to sign up for an account, select a password and username (together, a “User ID”), and provide us with certain information or data, such as your contact information. If required to so register, you promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your User ID a name that you do not have the right to use, or another person’s name with the intent to impersonate that person.

1.2. **Account Restrictions.** Each registration is for a single user only (each such user, when actively and validly registered, an “Authorized User”) and may not be shared or transferred without our prior written consent. As an Authorized User you may only use the Services in a manner that is consistent with these Terms and Conditions and complies with all laws that apply to you. You may only use the Services for your own personal or business use (on your own behalf or on behalf of Customer), and not on behalf of or for the benefit of any third party and not for any other person. this includes but is not limited to sharing your access, access credentials (including API Key), or account with anyone within your own team, group, or company. If another individual wishes to use the Services or the Content (as defined herein) they must acquire their own account from SatYield for an additional fee. If your use of the Services is prohibited by or not in compliance with any law applicable to you or to the Services, then you aren’t authorized to use the Services. We can’t and won’t be responsible for your use of the Services that in any way breaks the law.

1.3. **Account Protection.** You may not share your User ID or registered access including API Key with anyone, and you must protect the security of your User ID, account access or credentials as well geo files generated by SatYield for you. You are responsible for any activity associated with your User ID and account.

2. Availability and Use of Content

2.1. **Definition.** For purposes of these Terms of Service, the term “Content” includes, without limitation, information, data, text, photographs, videos, audio, written posts and comments, software, scripts, graphics, and interactive features (such as charts, models and workspaces), or anything else provided or otherwise made available on or through the Site or Services.

2.2. **Notices and Restrictions.** The Services may contain Content specifically provided by us or our partners that is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services. Unless otherwise indicated, these Terms of Service and all Content provided by us are copyright: © 2024 SatYield, Inc. All rights reserved.

2.3. **Use of Content.** All access to and use of any Content is subject to these Terms of Service, including without limitation, the requirements associated with any specified type or mode of Site or Services access described herein. As is explained in more detail herein, the Content (including information publicly posted or privately transmitted through the Services by you or another user) is provided for you use “AS IS”, “AS AVAILABLE” and without warranty of any kind unless otherwise separately agreed to by us in a signed agreement. Accordingly, we are not liable for any errors or omissions in the Content, or for any damage or loss you might suffer in connection therewith. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and, except as may be separately agreed to in writing by us, you hereby RELEASE SATYIELD FROM ALL LIABILITY for you having acquired or not acquired Content through the Services.

2.4. **Permitted Uses.** Subject to the applicable access license granted herein, Authorized Users may access, store, and use Content for their own non-

commercial and commercial purposes, including the creation of commercial Subsequent Work, only to the extent each and every such use complies fully with these Terms of Service and with any agreement governing access to the Site or Services.

- 2.5. **Prohibited Uses.** Any and all access and use of the Site or Services that does not fully comply with these Terms of Service, including but not limited to as specified in the rules of conduct herein, is prohibited. SatYield reserves the right to block or terminate, except as may be impermissible under applicable law, any use and access of the Site or Services that we determine is prohibited.
- 2.6. **Download and Storage of Content.** Authorized Users only may download and store Content they are authorized to access and use only for Permitted Use and only during the term of a valid and fully paid subscription period pursuant to an executed subscription or service agreement or authorized free trial of subscription services. Upon any termination or expiration of said subscription or trial, all licenses granted hereunder shall terminate and Customer shall: (i) immediately cease use of the Content and access credentials (including an API Key). (ii) immediately cease use of and delete all stored Content (including any downloaded or stored Content together with any metadata obtained from the Site or the API) and all analyses, charts or other documents or materials generated or otherwise derived from use of any Content, except those that are Subsequent Work. Customer is, however, not required to destroy any stored Content that is required to be kept for regulatory compliance purposes or which has been created pursuant to automatic archiving and back-up procedures that cannot be reasonably deleted (together "Preserved Data"). Any such Preserved Data will be protected by Customer from disclosure or discovery to the fullest extent of the law, and shall not be otherwise used or accessed by Customer.
- 2.7. **Availability of Content.** Except as may be separately agreed to in writing by us, we do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service) or for no reason at all, or to similarly add or remove any Content from the Services.

2.8. Use of Trademarks and Logos. Except as may be separately agreed to in writing by SatYield's sole determination, you may not use any of the trademarks, trade names, service marks, copyrights, or logos of SatYield in any manner which creates the impression that such items belong to or are associated with you or are used with SatYield's consent, and you hereby acknowledge that you have no ownership rights in and to any of such items.

3. Site and Public Access Specific Use Terms

Unregistered access to and use of the Site and any publicly available, non-subscription Services is provided solely for informational purposes and does not convey or grant to you any right or license to use or copy the Content except as is necessary to privately view and display the Site. That means, except to the extent otherwise specified by us or to the extent such a restriction is impermissible under applicable law, you may not (among other things): (a) reproduce, distribute, publicly display, or publicly perform the Site or Services; (b) make modifications to the Services; or (c) interfere with or circumvent any feature of the Site or Services, including any security or access control mechanism.

4. Web Application Specific Use Terms

4.1. Web Application License. Subject to compliance with these Terms of Service and any limitations and restrictions set forth in the Web Application, during the registration process, or in any user-specific subscription, service or trial access agreement, we hereby grant to each Authorized User of a SatYield Web Application a revocable, worldwide, non-exclusive, non-sublicensable and non-transferable, limited-use license to access and use the Web Application and Content accessed thereby for their own Permitted Use and only as provided herein.

4.2. Additional Web Application Use Restrictions. As an Authorized User of a Web Application, you may only obtain Content through the functions and features provided by Us as part of a Web Application; direct calls on the API are prohibited without authorized access to the API. We may terminate or suspend any

Authorized User's access to a Web Application if we reasonably believe that user is using the Web Application in violation of the restrictions in this Agreement.

5. **Subsequent Work.** Notwithstanding the foregoing, and subject to these Terms of Service and any additional terms and restrictions for certain Content as specified within the Services, we grant only to each Authorized User of the Services, during the term of authorized use only, a worldwide, non-exclusive, non-sublicensable and non-transferable license to use whatever Content they are individually authorized to access and use to create their own data, usage statistics, datasets, databases, reports, recommendations and visual representations ("Subsequent Work") provided that such Content used in the creation of a Subsequent Work does not, in SatYield's good faith judgment, remain identifiable in, and may not be readily extracted or reverse engineered from, the Subsequent Work. No license is granted to create any Subsequent Work from the Content that either (a) allows a user to reverse engineer the Content after this license has terminated; or (b) index the contents of the Content available via the API.

6. **User Submissions**

- 6.1. **Definition.** Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions that you share publicly may be viewable by other users. You are solely responsible for all User Submissions you contribute to the Services. You represent that all User Submissions submitted by you are accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations.
- 6.2. **Restrictions.** You agree that you will not post, upload, share, store, or otherwise provide through the Services any User Submissions that: (i) infringe any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.); (ii) contain sexually explicit content or pornography; (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group; (iv) exploit minors; (v) depict unlawful acts or extreme violence; (vi) depict animal cruelty or extreme violence towards animals; (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling,

cash gifting, work from home businesses, or any other dubious money-making ventures; or (viii) violate any law.

- 6.3. **Rights and Privacy.** In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions (see below for more information). Please note that all of the following licenses are subject to our Privacy Policy (<https://www.satyield.com/privacy-policy>) to the extent they relate to User Submissions that are also your personally identifiable information. We will use commercially reasonable efforts to protect the confidentiality of any User Submissions posted or uploaded to private workspaces (“Private Submissions”). We will only use Private Submissions to help provide the Services and the features therein to the specific user who posted the Private Submission.
- 6.4. **Changes.** You understand and agree that, in performing the required technical steps to provide the Services to our users (including you), we may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

7. **Communications & Messaging** - As part of the Services, you may receive communications through the Services, including messages that we send you (for example, via email). When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages.
8. **Anonymous Information**- We may collect information from users through the Services, such as through user accounts and activity on the Services (“Analytics”). You acknowledge and agree that we may: (i) internally use Analytics for our business purposes; (ii) generate data submitted to, collected by, or generated by us in connection with your use of the Services, but only in aggregate, anonymized form which can in no way be linked specifically to you (“Aggregated Anonymous Data”), and (iii) freely use and make available Aggregated Anonymous Data for our business purposes.

9. Rules of Conduct

9.1. As a condition of use, you represent, warrant and covenant not to use the Services for any purpose that is prohibited by these Terms of Service or applicable local, state, national, foreign, or international treaties, laws, rules or regulations applicable to you (including, but not limited to, those related to data privacy, international communications, export laws and the transmission of technical or personal data laws, and the U.S. Foreign Corrupt Practices Act). You are responsible for all of your activity in connection with the Services.

9.2. You shall not (directly or indirectly):

- Take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure.
- Interfere or attempt to interfere with the proper working of the Services, including the API, or any activities conducted on the Services or on or by means of the API.
- Bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services, including the API).
- Remove or otherwise alter any proprietary notices or labels from the Content or Services or any portion thereof.
- Use or attempt to use any "scraper," "robot," "bot," "spider," "data mining," "computer code," or any other manual or automated device, program, tool, algorithm, process, or methodology to access, acquire, copy, or monitor any portion of the Content, Site or Services without the prior express written consent of SatYield.
- Harvest or scrape any Content from the Site or Services.
- Unless an Authorized User of the API, use any portion of the Content, Site or Services for the development of any software program, including, but not limited to, training a machine learning or artificial intelligence (AI) system without the prior express written consent of SatYield.

- License, sublicense, transfer, sell, resell, publish, reproduce, or otherwise redistribute any of the Content or Services, including the API and Web Applications or any components thereof, in any manner.
- Use the Content or Services, including the API and Web Applications, in connection with the creation, structuring, development, managing, trading, marketing or promotion of any financial instrument or other investment product including any index without a separate agreement that specifically permits such use.
- Decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive or discover any source code, object code, or underlying structure, ideas or algorithms of any part of the Services (including without limitation the API or any Web Application), except to the limited extent applicable laws specifically prohibit such restriction.
- Except as is expressly permitted herein for Subsequent Work: modify, translate or otherwise create derivative works of any part of the Content or Services.
- Download, copy, rent, lease, distribute, or otherwise transfer any significant portion of the Content or any of the rights that you receive from SatYield herein and as a result of any subscription or service agreement governing your access.
- Access or use Content or Services in any manner that is or could be reasonably considered to be competitive with the business of SatYield; or

9.3. You represent, warrant, and agree that you will not contribute any Content or User Submissions or otherwise use the Services or interact with the Services in a manner that:

- Infringes or violates the intellectual property, contract or any other rights of anyone else (including us).
- Violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by us.
- Is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable.
- jeopardizes the security and integrity of your or anyone else's, User ID, account, API Key (such as allowing someone else to log in to the Services as you).
- Attempts, in any manner, to obtain the password, account, API Key, or other security or access information from any other user.

- Violates the security of any computer network, or cracks any passwords or security encryption codes; or
- Includes use of Mail list, Listserv, any form of autoresponder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure).

9.4. We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:

- Satisfy any applicable law, regulation, legal process or governmental request.
- Enforce these Terms of Service, including investigation of potential violations hereof.
- Detect, prevent, or otherwise address fraud, security or technical issues.
- Respond to user support requests; or
- Protect the rights, property or safety of us, our users, and the public.

10. Copyright Infringement Policy

10.1. Procedure for Reporting Copyright Infringements. If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whose behalf you are authorized to act), please send a notice of copyright infringement to SatYield's Designated Agent to Receive Notification of Claimed Infringement (our “Designated Agent,” whose contact details are listed below). That notice should contain the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that allegedly has been infringed.
- Identification of works or materials being infringed.
- Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner or its agent seeks to have removed, with sufficient detail so that we are capable of finding and verifying existence of such material.
- Contact information for the notifier, including address, telephone number and, if available, email address.

- A statement that the notifier has a good faith belief that the use of the material identified is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

10.2. Receipt of Infringement Notification by the Designated Agent. Upon receipt of a proper notice of copyright infringement, that complies with the specifications above, we reserve the right without the obligation to:

- Remove or disable access to the infringing material.
- Notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and/or
- Terminate such content provider's access to the Services if he or she is a repeat offender.

10.3. Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material pursuant to authorization from the copyright owner, from the copyright owner's agent, or, under applicable law, the content provider may send to the Designated Agent a counter-notice containing the following information:

- A physical or electronic signature of the content provider.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled.
- A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material. and
- Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which we are located, and

that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

- Procedure Following Our Receipt of a Counter-Notice. If a counter-notice is received by the Designated Agent, we may, in our discretion, send a copy of the counter-notice to the original complaining party informing that person that we may reinstate the removed material or cease disabling access to it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be reinstated or access to it may be restored within 10 business days after receipt of the counter-notice, at our discretion.

11. This Entire Agreement and Severability. These Terms of Service, together with any subscription, service or license agreement, are the entire agreement between you and us with respect to the Services, including use of the Site and Services, including the API. If any provision of these Terms of Service is found to be unenforceable or invalid, you agree that any such provision will be limited or eliminated to the minimum extent necessary by law and that, notwithstanding, these Terms of Service will otherwise remain in full force and effect and shall be legally enforceable. The failure of SatYield to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

12. Assignment. These Terms of Service are personal to you, and are not assignable, transferable, or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

13. Notices. Unless otherwise specified in these Term of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested. when receipt is electronically confirmed, if transmitted by e-mail or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Except as otherwise specified herein, electronic notices should be sent to info@satyield.com.