

Black Night Space LaunchPad Software License and Support Agreement

Effective Date: April 1, 2026

Last updated: July 16, 2026

USER NOTICE: PLEASE READ THIS LICENSE AGREEMENT ("AGREEMENT") CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND BLACK NIGHT SPACE, LLC ("BLACK NIGHT SPACE"), AN ARIZONA LIMITED LIABILITY COMPANY. BY USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THIS SOFTWARE. IF YOU ACQUIRED THE SOFTWARE WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENSE AND YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY OBTAIN A REFUND OF THE AMOUNT YOU ORIGINALLY PAID FOR THE SOFTWARE PROVIDED YOU: (A) DO NOT USE THE SOFTWARE, (B) YOU DO NOT MAKE OR KEEP ANY COPIES OF THE SOFTWARE, AND (C) YOU RETURN IT WITHIN THIRTY (30) DAYS OF THE ORIGINAL PURCHASE DATE ALONG WITH EVIDENCE OF THE DATE OF PURCHASE AND ORIGINAL PURCHASE PRICE.

By using the Software, you represent that you are at least 18 years old and lawfully able to enter into this Agreement. If you enter into this Agreement on behalf of a company or legal entity, you represent that you have the authority to bind that entity to these Terms, in which case "You" refers to that entity.

1. Definitions

"Documentation" means the licensed specifications, user manuals, installation instructions and other supporting materials, including additional, updated or revised materials, if any, that Black Night Space provides in connection with the Software.

"Beta License" means a license whereby the Software and its derivative products (visualization, results, reports, etc.) are used solely in the early-stage assessment of the technology.

"Software" means the capabilities, base capabilities or sub capabilities, either individually or collectively in the aggregate, which comprise Black Night Space's LaunchPad Software and all of the contents of the files, disk(s) or other electronic media with which this Agreement is provided, including but not limited to (i) Black Night Space or third party computer information or software; and (ii) digital images, stock photographs, video, clip art, sound(s) or other work.

"Third Party Content" means software (whether embedded or not) and other materials owned and licensed by third parties that Black Night Space supplies with the Software.

"Use or Using" means to access/open, install, download, copy, or otherwise benefit from the Software or the Documentation.

"Affiliates" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

"Export Laws and Sanctions" has the meaning given in Section 6.1.

"Restricted Person" means any person or entity that is (a) named on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons; (b) named on the U.S. Commerce Department's Entity List, Denied Persons List, or Unverified List; (c) subject to debarment, suspension, or other exclusion from U.S. government programs; or (d) organized under, headquartered in, or ordinarily resident in a country or region subject to comprehensive U.S. sanctions.

"Confidential Information" means non-public technical, business, or financial information disclosed by either party to the other in connection with this Agreement that is marked or identified as confidential, or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

2. License Grant

2.1. Black Night Space licenses the Software to you under either a beta or full release, as outlined in a valid purchase order or contract, for simulation, training, mission planning, or operation support. The Software is licensed for a single machine, regardless of the number of processors or end users, provided that its use is limited to the organization or program for which the Software is licensed. Subject to payment of the applicable fees and so long as you comply with the terms and conditions of this Agreement, Black Night Space grants to you a non-exclusive, non-transferable license to use the Software as provided for under this Agreement.

2.2. You may NOT sell, distribute, transfer, lease, sublicense, or rent a component of the Software to any third party.

2.3. You may NOT allow the output of the Software to be viewed outside of the organization or program for which the Software is licensed without the prior written consent of Black Night Space.

2.4. You must reproduce and include the copyright and other proprietary notices of Black Night Space on any copy of all or any portion of the Software and documentation, and all such copies shall be subject to all the terms and conditions of this Agreement.

2.5. You may not use, copy, modify, or transfer the Software or documentation or any copy, modification, or merged portion thereof, in whole or in part, except as expressly provided in this Agreement. Furthermore, you may not reverse engineer, disassemble, decompile, unbundle, or otherwise attempt to reconstruct or discover any source code, data, digital certificates, passwords, underlying ideas, algorithms, file formats, or programming interfaces of the Software, or allow others to attempt any of the foregoing.

3. Disclaimer of Warranties

The Software is provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. You accept all responsibility and liability resulting from the selection of the Software to achieve your intended results. You assume the entire risk as to the quality and performance of the Software. Black Night Space does not guarantee that the functions contained in the Software will be uninterrupted or error-free.

4. Limitation of Liability

4.1. You accept all responsibility and liability resulting from the installation, use, and results obtained from the Software, and for reliance on the results obtained.

4.2. In no event will Black Night Space or its suppliers, distributors, or dealers be liable to you for any direct, indirect or other damages, including any lost profits, lost savings or other incidental, special, consequential or exemplary damages arising out of the use or inability to use the Software, or a loss of data or profits, whether in an action of contract, negligence or other tortious action, even if Black Night Space or any authorized Black Night Space business partner had been advised of the possibility of such damages, nor shall Black Night Space be liable for any similar claim against you by any other party.

4.3. Black Night Space's obligations under this Agreement, under any theory of liability or contribution, shall not exceed the amount of the applicable license fee paid by you for the Software. Black Night Space is not liable for the costs of procurement of substitute goods or services.

5. Indemnification

5.1. Unless you are a US Government entity, you agree to indemnify, defend and hold harmless Black Night Space, its officers, directors, employees, suppliers, consultants and agents from all claims, liability, damage and/or cost (including, but not limited to reasonable attorneys' fees) arising out of the misuse of the Software and capabilities developed therefrom. This obligation shall survive the termination of this Agreement.

5.2. Black Night Space shall indemnify you against any loss, liability, cost or expense, including reasonable attorney's fees, that you incur as a result of any claims, actions or demands by a third party alleging that your licensed use of the Software in compliance with this Agreement infringes on a U.S. patent, copyright, or trademark, provided that: (a) Black Night Space is notified in writing within fifteen (15) business days of such claim; (b) you provide Black Night Space with documents describing the allegations of infringement; (c) Black Night Space has the sole control of defense of any action and negotiation related to the defense or settlement of any claim; and (d) you reasonably cooperate in the defense of the claim at Black Night Space's request and expense.

5.3. If the Software, or any part thereof, is found to infringe, or if Black Night Space has a good faith belief that the Software may infringe,

a U.S. patent, copyright, or trademark of another, Black Night Space shall, at its sole option and at its own expense, either: (i) obtain for you the right to continue using such Software or part thereof, or (ii) modify the allegedly infringing elements of such Software while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license for the affected Software shall terminate, and you shall uninstall and return the infringing Software to Black Night Space. In that event, Black Night Space's entire liability under this Section 5.3 shall be to refund the amounts you actually paid to Black Night Space for the affected Software, less depreciation for beneficial use determined on a straight-line basis over a five-year useful life.

5.4. Black Night Space shall have no obligation to indemnify you for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the operation, combination or integration of the Software with other software, a product, hardware, system or process not supplied by Black Night Space or specified by Black Night Space in its documentation; (ii) alteration of the Software by someone other than Black Night Space; or (iii) use of the Software after modifications have been provided by Black Night Space for avoiding infringement, or use after Black Night Space orders a return under Section 5.3.

5.5. Black Night Space's obligations under this Section 5 are solely for infringement damages and costs awarded against you. In no event shall any other liability of Black Night Space exceed the aggregate amount of the applicable license fee received by Black Night Space for the allegedly infringing Software, or any part thereof. You agree that the foregoing states your exclusive remedy with respect to any alleged patent or copyright infringement or trade secret misappropriation.

6. United States Export Control and Sanctions Compliance

6.1. General Export Compliance. The Software is subject to certain restrictions and requirements under U.S. export control laws and economic sanctions programs, including the Export Administration Regulations (EAR) and the sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control (together, "Export Laws and Sanctions"). You represent and warrant that you and each of your Affiliates are, and will remain, in compliance with all Export Laws and Sanctions. You, your Affiliates, and any third parties to whom you make the Software available shall not directly or indirectly export, re-export, or transfer the Software or related items in violation of any Export Laws and Sanctions, including all applicable end-use, end-user, and destination restrictions, and will not engage in any transaction, activity, or dealing that would result in a violation of Export Laws and Sanctions by any person, including Black Night Space. See www.blacknight.space.com/export-control-compliance for additional information. In the event the Software is exported to you pursuant to a license exception available under the EAR or an export license obtained from the U.S. Government under the EAR, the terms of such license exception or export license shall supersede any conflicting terms in this Agreement.

6.2. Restricted Party Representation. You represent and warrant that neither you nor any of your directors, officers, employees, or Affiliates is a Restricted Person. You further warrant that you and each of your Affiliates have not been, and are not currently, prohibited from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, software, or technical data regulated by any agency of the government of the United States or other applicable countries.

6.3. Interaction with Licensed Third-Party Software. You acknowledge that the Software operates in conjunction with a separately licensed installation of STK. Any technical data or software you provide to the STK licensor in connection with that separate license remains governed by the export control terms of the applicable STK license agreement. It is not addressed by this Section 6. You further acknowledge that reports, analyses, or other outputs you generate using the Software may be subject to export control requirements independent of the Software's own classification, depending on the technical content of your own underlying data (including data subject to the International Traffic in Arms Regulations (ITAR)), and that you are solely responsible for evaluating and complying with any such requirements as to your own outputs.

6.4. Notification and Right to Withhold Performance. You shall promptly notify Black Night Space in writing if you are no longer able to make the representations under this Section 6. Black Night Space shall not be obligated to perform under this Agreement if doing so would violate any Export Laws and Sanctions.

6.5. Acceptance Record. Black Night Space may present some or all of the representations in this Section 6 as a click-wrap acceptance screen at first login to the Software. It may log the timestamp, authenticated user identity, and version of this notice accepted as a business record supporting the representations above. Any such click-wrap screen restates this Section 6 for acceptance-logging purposes and does not create additional or different obligations.

This Section 6 shall survive the expiration or termination of this Agreement.

7. Termination

The license granted under this Agreement is effective through the expiration date specified in the license file. You may terminate this license at any time by destroying all copies of the Software in your possession and providing written notice of such termination and destruction to Black Night Space. The license granted under this Agreement will terminate if you violate any of the terms and conditions of the Agreement, including, without limitation, failure to pay the license fees and any other sums due to Black Night Space pursuant to this Agreement. You agree, upon such termination, to promptly destroy all copies of the Software in your possession and to certify in writing to Black Night Space that such action has been taken.

8. Governing Law

8.1. This Agreement shall be governed by the laws of the State of Arizona, without regard to its conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Arizona, and each party consents to personal jurisdiction and venue there.

8.2. The dispute-resolution provisions of the Black Night Space Terms of Use, including the waiver of jury trial and the waiver of class actions, apply equally to this Agreement.

9. Assignment

None of your rights, duties or obligations under this Agreement may be sold, sublicensed, assigned, rented, licensed, loaned or otherwise transferred without the prior written consent of Black Night Space, and any attempt to sell, sublicense, assign, rent, lease, loan or transfer without Black Night Space's prior written consent is void.

Notwithstanding the foregoing, Black Night Space shall permit transfers of this Agreement from prime contractors to government end users, provided the original Software purchase transaction was completed pursuant to a valid contract, and you have obtained Black Night Space's prior written consent, which shall not be unreasonably withheld.

10. Notices

Any notices regarding this Agreement shall be sent to:

Black Night Space, LLC
Attn: Legal Department
4850 N Campbell Ave
Tucson, AZ 85718 USA
Email: legal@blacknight.space.com

Customer: [as identified in the applicable order form]

11. Intellectual Property and Ownership

11.1. Black Night Space and its third-party contributors, respectively, retain ownership of all rights, title, and interest in and to all intellectual property rights associated with the Software and documentation. This Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Software, and/or to the features or information therein, except as may be explicitly stated in writing. All rights not expressly granted by Black Night Space are reserved. The Software and documentation are protected by copyright and other intellectual property rights, laws, and treaties.

11.2. Notwithstanding Section 8, either party may obtain injunctive or other equitable relief from any court of competent jurisdiction to

protect its Confidential Information or otherwise protect or preserve its intellectual property rights.

12. U.S. Government End User Rights

12.1. The Software and documentation are "Commercial Items," as defined in FAR 2.101, consisting of Commercial Computer Software and Commercial Computer Software Documentation. Government software and technical data rights in the Software and its documentation include only those rights customarily provided to the public as defined in this Agreement.

12.2. The use, duplication of or disclosure of the Software and its documentation by the U.S. Government is subject to the restrictions outlined in FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), and for Department of Defense purchases, DFARS 252.227-7015 (Technical Data - Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation), as applicable. Accordingly, all U.S. Government End Users acquire the Software and its documentation with only those rights set forth herein.

13. Third Party Content

The Software includes third-party and open-source software, subject to the terms and conditions of such respective third parties. Third-party terms, conditions, and copyright attributions are included with the Software and may also be viewed in the acknowledgment documentation per product at www.blacknight.space.com/legal. Any further requests or inquiries concerning third-party content can be made to legal@blacknight.space.com.

14. Acknowledgements

14.1. You have read this entire Agreement and agree to be bound by its terms and conditions.

14.2. This Agreement, read together with the documents referenced in Section 15, is the complete and exclusive statement of the understanding and contract between us and supersedes all prior oral or written communications relating to the subject matter hereof.

14.3. This Agreement may not be modified, amended or in any way altered except by a written agreement signed by both you and Black Night Space.

14.4. Any provision found by a court of law to be illegal, invalid, or unenforceable shall automatically be deemed conformed to the minimum requirements of law, and it, with all other provisions, shall be given full force and effect. Waiver of a provision in one instance shall not preclude its enforcement on future occasions. Such findings of illegality, invalidity, and/or unenforceability of one or more of the provisions herein shall not affect the remaining provisions.

14.5. You agree that Black Night Space would be irreparably damaged if the terms and conditions of this Agreement were not specifically enforced. Therefore, you agree that Black Night Space shall be entitled

to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Black Night Space may otherwise have available to it under applicable laws. If Black Night Space is required to bring an action, suit, or other proceeding for fees, other monies due under this Agreement, or the enforcement of any provision of or under this Agreement, each party will be responsible for its own costs and expenses, including attorney and professional or expert fees.

15. Relationship to Other Black Night Space Terms

This Agreement, together with the Black Night Space Terms of Use and the Black Night Space Privacy Policy, governs your access to and use of LaunchPad. If there is a conflict between this Agreement and the Terms of Use with respect to the licensed Software specifically, this Agreement controls; the Terms of Use and Privacy Policy continue to govern all other aspects of your relationship with Black Night Space that this Agreement does not address.

Suspension or termination of your general access to Black Night Space's website or other Services under the Terms of Use does not, by itself, terminate a then-active license under this Agreement, and termination of a license under this Agreement does not, by itself, terminate your general Services account. Each is governed by its own termination provisions: Terms of Use Section 18 and Section 7 of this Agreement, respectively.

Exhibit 1 - Annual Support and Upgrade Service Terms for Black Night Space LaunchPad Software

This Annual Support and Upgrade Service Terms Exhibit (the "Service Terms") sets forth the supplemental terms that apply to your purchase of annual support and upgrades associated with the Software (as defined in the applicable Black Night Space LaunchPad License and Support Agreement). This exhibit will take precedence over any conflicting terms of the Agreement.

1. Benefits

The following benefits are available to you under these Service Terms:

****1.1. Technical Support**** – Technical Support is available for Software usage, including licensing and installation. Technical Support is available from Black Night Space's centralized technical support staff as follows:

- Hours: 9 am to 5 pm (EST), Monday through Friday*
- Email: support@blacknight.space

*For Technical Support outside of these hours or outside the U.S., contact your Black Night Space point of contact or Black Night Space reseller representative.

Additional support outside of the above parameters may be available upon request as part of our paid Engineering Services offering. This includes configuration support, application of best practices, integration with other software, special event assistance, and other technical problem analysis.

****1.2. Software Upgrades**** – Software upgrades consist of new product releases issued periodically and may include new functionality, enhancements, and bug fixes. Software upgrades are provided only for standard hardware platforms and operating systems supported by Black Night Space as described in the documentation. Software upgrades will apply only to unmodified Software and commercially released updated versions of the Software. You are responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Software upgrades are provided subject to the terms and conditions of the then-current and applicable Black Night Space LaunchPad License and Support Agreement, available on Black Night Space's website at www.blacknight.space.com/legal or with the deliverable Software or upon request.

All major product releases and maintenance releases will be made available and may be shipped directly to you upon request by contacting your Black Night Space point of contact or support@blacknight.space.com.

You may upgrade to the latest product version at any time during the term of the Service Terms. If you request an upgrade after the expiration of the Service Terms, you will be required to renew the Service Terms to upgrade to the latest product version.

****1.3. Software Transfers**** – Software may be transferred free of charge from one computer/user to another up to three times during the term of the Service Terms. If there are no active Service Terms, Software transfers are subject to a transfer fee depending on the number and type of licenses being transferred.

****1.4. Technical Support Life Cycle**** – Black Night Space shall provide technical support for up to the 3 immediately previous versions of the Software. This shall apply to all versions of the Software other than maintenance releases. Upon request, at Black Night Space's discretion, technical support beyond the 3 previous versions from the release date may be available.

2. Agreement Term, Renewal and Reinstatement

The term of the Service Terms shall be annual unless otherwise stated in the applicable ordering documents and must be renewed annually to maintain access to the benefits stated above. If the Service Terms are not renewed by the end of the current term, all the rights and privileges shall terminate. Thereafter, the Service Terms may be renewed; however, payment for the entire inactive term (i.e., the number of days inactive) will be required. In addition, a 2.5% reinstatement fee shall apply to any inactive term lasting more than 30 but less than 90 days. A 5% reinstatement fee shall apply to any inactive term of 90 days or longer.

3. Limitation of Liability and Remedies

Black Night Space will use commercially reasonable efforts to provide you with technical support to address any issue or problem determined to be associated with the Software. While it is Black Night Space's goal to provide answers or solutions to such issues or problems, Black Night Space cannot guarantee that every issue or problem can or will be resolved.

Black Night Space disclaims all warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

In no event will Black Night Space be liable to you for any indirect or other damages, including any lost profits, lost savings or other incidental, special, consequential or exemplary damages arising out of technical support, or a loss of data or profits, whether in an action of contract, negligence or other tortious action, even if Black Night Space or any authorized Black Night Space business partner had been advised of the possibility of such damages, nor shall Black Night Space be liable for any similar claim against you by any other party.

Black Night Space's obligations under these Service Terms, under any theory of liability or contribution, shall not exceed the amount paid by you for the applicable annual support and upgrade agreement.

4. Applicable Laws

These Service Terms shall be governed and construed in accordance with the laws of the State of Arizona, without regard to conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property.

5. Entire Agreement

These Service Terms are the complete and exclusive statement of the understanding and contract between us and supersede all prior oral or written communications relating to the subject matter hereof. These Service Terms may not be modified, amended, or in any way altered except by a written agreement signed by both you and Black Night Space.