

Black Night Space - Terms of Use

Effective Date: April 1, 2026

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Scope

Black Night Space, LLC, an Arizona limited liability company (hereinafter "Black Night Space" or "We"), owns and operates the Black Night Space website and applications. The Black Night Space Website allows you (hereinunder "You" or "Your") and other users (hereinunder "User" and collectively, "Users") to access Black Night Space products and services, find information about Black Night Space, purchase and/or research Black Night Space products and services, obtain support for Black Night Space software and services, share information with Black Night Space and third parties, post comments, blog, provide reviews, and engage in conversations and activities related to Black Night Space products and services. The Black Night Space Website also includes information created and/or licensed by Black Night Space, including but not limited to text, images, trainings, whitepapers, webinars, graphics, audio and video, software, and other information (collectively "Content"). These Terms of Use (hereinafter "Terms") govern your access to and use of our services, products and platform, including our various websites, APIs, email notifications, applications, and other services that link to these Terms (collectively "Services"). Your use of our Services is also subject to the Black Night Space Privacy Policy. By using the Content and Services, you agree to be bound by these Terms, even if you are accessing our Services on behalf of a company.

2. Acceptance

Your access and use of the Black Night Space Website is subject to and governed by these Terms and any other additional disclaimers, legal notices, agreements, or terms and conditions that may apply. If there is a conflict between these Terms and any additional terms, the additional terms shall control. By agreeing to the Terms and Conditions as part of a registration process or by using any Black Night Space Website, you accept and agree to abide by these Terms.

3. Change of Terms

Black Night Space reserves the right to modify these Terms at any time. Any changes to these Terms will be effective immediately upon posting on this page, with an updated effective date. For changes that materially expand how we use your personal information or materially reduce your rights under these Terms, we will provide reasonable advance notice – for example, by email or a prominent notice on this page – before the change takes effect. By accessing a Black Night Space Website after any changes have been made, You signify your agreement to the updated Terms.

4. Registration and Password

Some of the Black Night Space Website and Content require that You register or otherwise provide certain information before gaining access.

Such information may include personal data, such as your name, email address, location, and telephone number. Black Night Space will process such information in accordance with the Black Night Space Privacy Policy. You are responsible for and agree to provide Black Night Space with complete, accurate, and current information. You can correct or update Your information as needed.

You are solely responsible for the usage and security of Your password and any activities that occur under Your account. You shall not use the account of anyone else at any time. If and to the extent that You become aware that third parties are misusing the Content, You shall notify Black Night Space thereof without undue delay.

5. Confidentiality and Ownership

The Black Night Space Website and all Content provided therein, inclusive of any commercial, technical information, and documentation which relate to the foregoing are solely owned by and hereby reserved by Black Night Space and its partners, as applicable. You acknowledge and agree that the Black Night Space Website and Content may not be used for Your commercial use, produced or copied in any form or by any means or translated into another language without the prior written consent of Black Night Space, distributed to non-licensed users, and disassembled, decompiled, reverse-engineered, copied, translated, or used to make derivative works, or used in any manner that could damage, disable, overburden, or impair the Black Night Space Website, related servers or networks. You may not attempt to gain unauthorized access to the Black Night Space Website, servers, or networks through hacking, password mining, or any other unauthorized means.

6. Feature Requests and Product Improvements

You acknowledge and agree that any interaction with or feedback provided to Black Night Space, either directly stated or implied, may be used by Black Night Space to improve Black Night Space products and services in the future. Black Night Space shall be the sole owner of all developments, modifications, enhancements, changes, or new proprietary information or intellectual property that is developed in relation to any Black Night Space software or related services ("Improvements"), including, without limitation, comments or feedback ("Feedback") that You provide to Black Night Space. Black Night Space shall have all rights associated with any such Improvements and Feedback without recourse or reference to You.

7. Data Privacy

To provide access to the Black Night Space Website and Content, Black Night Space may process certain information that identifies or is identifiable to You ("Personal Data"). Black Night Space processes such Personal Data as a data controller on the legal basis of its legitimate interests to ensure compliance with these Terms; to provide You access to the Black Night Space Website; to address customer support questions and concerns; and for Black Night Space's own analytics and product improvement purposes. When providing Personal Data via the Black Night

Space Website, provide only the information necessary for your purpose and do not put Personal Data into any free-form text box unless requested. For additional information on how Black Night Space processes Personal Data, please see the Black Night Space Privacy Policy.

8. Export

You may not access, download, use, or export the Services or the Content in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations, including the International Traffic in Arms Regulations (ITAR) to the extent applicable to a specific Black Night Space product or service. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the Services or Content of Black Night Space in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the Services of Black Night Space outside the U.S. Neither the Services of Black Night Space nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department's Entity List, or the U.S. Commerce Department's Table of Denial Orders.

By agreeing to these Terms, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

9. Governing Law and Jurisdiction

These Terms shall be governed and construed under the laws of the State of Arizona, without regard to the conflicts of laws' provisions thereof. Any dispute arising out of, from, or in relation to the subject matter of these Terms shall be subject to the sole and exclusive jurisdiction of courts in the State of Arizona. No class action shall be permitted under these Terms. These dispute-resolution provisions also apply to any product-specific license agreement (such as the Black Night Space LaunchPad License and Support Agreement) that does not separately provide otherwise.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THE BINDING CONTRACT BASED ON THESE TERMS, YOU AND Black Night Space ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

10. Trademark Information

"Black Night Space" is a trademark of Black Night Space LLC. "Black Night Space" and the trademarks, logos and service marks (the "Marks") displayed on the www.blacknightspace.com site are the property of Black Night Space LLC, or of their respective third-party owners. Black Night

Space claims common-law trademark rights in the Marks through their use in commerce, whether or not any Mark is registered with the U.S. Patent and Trademark Office or any other trademark office. Use of the Marks is not permitted absent prior written consent of Black Night Space or of the respective third-party owner.

11. Warranty Disclaimer

Neither Black Night Space nor its affiliates, licensors, or suppliers makes any representations or warranties concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our affiliates, licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of any services or products now or in the future offered or purchased through the Services. Any products and services now or in the future purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without warranty of any kind from Black Night Space or others (unless, with respect to such others, only as provided expressly and unambiguously in writing by a designated third party for a specific product).

12. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL Black Night Space (OR ITS LICENSOR(S) OR SUPPLIER(S)) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID BY YOU TO Black Night Space IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

13. Indemnity

To the fullest extent allowed by applicable law, you agree to indemnify and hold Black Night Space, its affiliates, officers, agents, employees, and partners harmless from and against all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third-party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

14. Assignment

You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Black Night Space's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

15. Miscellaneous

To the extent applicable, you will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Black Night Space may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Black Night Space agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Black Night Space, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Black Night Space. You do not have any authority of any kind to bind Black Night Space in any respect whatsoever. You and Black Night Space agree there are no third-party beneficiaries intended under these Terms.

16. Legal Contacts

If you have any questions concerning the usage or licensing of Black Night Space's trademarks or copyrights, or use of the Services in general, please contact the Black Night Space Legal Department by email at legal@blacknightspace.com.

17. Term and Termination

These Terms remain in effect for as long as you access or use the Services. Black Night Space may suspend or terminate your access to the Services, in whole or in part, at any time, with or without cause, including for violation of these Terms. Upon termination, your right to use the Services ends immediately. Sections 5 (Confidentiality and Ownership), 6 (Feature Requests and Product Improvements), 7 (Data Privacy), 8 (Export), 9 (Governing Law and Jurisdiction), 11 (Warranty Disclaimer), 12 (Limitation of Liability), 13 (Indemnity), and this Section 17 survive termination.

18. Relationship to Product License Agreements

Certain Black Night Space software products, such as LaunchPad, are provided under a separate product-specific license agreement (for example, the Black Night Space LaunchPad License and Support Agreement).

Where a product-specific license agreement addresses a matter specifically, including, without limitation, license scope, warranty, indemnification, limitation of liability, and term and termination for that product, it controls over these Terms as to that product. These Terms continue to govern all other aspects of your relationship with Black Night Space, including your general use of our website and Services.