



GMV AEROSPACE AND DEFENCE GNSS NETWORK TERMS OF USE

By using GMV GSharp[®] Global GNSS Reference Network (GGRN) data provision service (Service), you agree to these Terms of Use. If you do not agree to these Terms of Use, you may not use GMV GSharp[®] Global GNSS Reference Network data provision service.

Through this service, you have access to GNSS raw and navigation data (Information). The following are the terms of the agreement between The Customer and GMV Aerospace and Defence S.A.U. ("GMV"). By accessing or using the Service or the Information provided on or through the Service, The Customer agrees to follow and to be bound by the following terms and conditions concerning the access to and use of the Service and the Information provided ("Terms of Use"). GMV may revise the Terms of Use at any time without notice.

1. SCOPE

- 1.1. The following Service Terms of Use of GMV Aerospace and Defence S.A.U. located at Isaac Newton, PTM Tres Cantos, 28760 Madrid, Spain (hereinafter referred to as "GMV") apply to the data use from the Service,

2. DEFINITIONS

Terms not defined in these General Terms and Conditions have those meanings as defined in the Commercial Terms.

"Customer" means the company identified on the first page of this Agreement that uses the GMV GSharp[®] Global GNSS Reference Network and related services for the purpose of delivering GNSS assistance data to its subscribers or for test or demonstration purposes in accordance with this Agreement.

"Documentation" means and includes any related user manuals, functional specifications, or other technical documentation that GMV may provide to be included with the Network, including the Support Description.

"Information" Raw and navigation data provided by the GGRN data provision service.

"GNSS" means Global Navigation Satellite System.

"Global GNSS Reference Network " GMV's Privately owned and operated Network (GGRN).

"Marks" means trademarks, service marks, names, logos, insignias, and other proprietary trade designations protected by law.

"Parties" means Customer and GMV, collectively.

"Service Domain" means the service delivery network under the direct control of GMV, whether this involves GMV's own equipment or that of its third party providers.

"Support Services" means the support provided by GMV under this Agreement as described.

"Data Protection Legislation" The General Data Protection Regulation ("GDPR") (Regulation (EU) 2016/679) and any applicable laws in the jurisdictions relevant to the Customer relating to the



protection of personal data, and terms relating to data protection shall, unless the context otherwise requires, have the meanings given to them in the GDPR;

“**Effective Date**” The date on which this Agreement takes effect.

“**The Initial Term**” The number of months as specified in the subsequent agreements signed by the parties, the agreements shall remain in full force and effect prior to renewal or termination.

3. SERVICE TERMS

- 3.1. **Global GNSS Reference Network data provision service.** Subject to the terms and conditions of this agreement, GMV hereby grants to the Customer a Nonexclusive, nontransferable, time limited license to use the Service provided to Customer hereunder solely for Customer's use as permitted in this Agreement and within the limits specified below.
- 3.2. **Exclusion of Customer Terms.** These service terms are GMV’s condition of acceptance to enter into an agreement with the customer, and they apply to the exclusion of any other terms that the Customer seeks to impose or to incorporate, or which are implied by trade, custom, practice or course of dealing, except where GMV enters into a separate, written agreement with the customer, signed by both parties in which case such agreement shall prevail over these Service Terms.

4. RIGHT TO USE

- 4.1. Subject to these Terms of Use you are authorized to personally use GMV services and products and the Information provided through, for the purpose of GMV GSharp[®] Correction Service and Positioning Engine as further detailed in <https://www.gmv.com/en-es/products/space/gmv-gsharp..>
- 4.2. You are authorized to include GMV services and products results in any publication provided you also include an explicit and clear reference to GMV and the product or service referred.
- 4.3. **Except** as provided elsewhere in these Terms of Use, your right of use of GMV services and products and the Information provided through shall not include:
 - a) any delivery or disclosure of any kind of software, either in whole or in part, in any form whatsoever, to you or to any third party;
 - b) making the Service available to any third party by any means for any purpose whatsoever;
 - c) making use of any Information with a commercial purpose;
 - d) providing services making use of GMV services and products or the Information provided through this Service to any third party.
 - e) any use of GMV services and products or the Information provided through this Service in competitive procurements or for the commercial benefit of any third party.



5. GMV OBLIGATIONS.

- 5.1. **Process Personal Data** only on the written instructions of the customer (which shall comprise these service terms and the customers direct or indirect instructions provided by way of its actions on the platform.), save otherwise required by law (in which case GMV will notify the customer of such requirement prior to such processing, unless prohibited from doing so by such law).
- 5.2. **Conduct.** GMV shall comply with all applicable laws and conduct itself in a manner consistent with the highest standards of fair trade, fair competition and business ethics.

6. CUSTOMER OBLIGATIONS

- 6.1. **Demonstration Subscription.** If this Agreement is to use Service only for purposes of test, evaluation, or demonstration, the Customer agrees not to use Service to earn revenue from any commercial service unless explicitly agreed to in writing by GMV.
- 6.2. **Payment.** Customer shall be responsible to pay for the selected Service and Support Services. In the event the Customer account becomes past due, GMV may, in its sole discretion, suspend or disconnect Data provision service to Customer upon thirty (30) days' written notice to Customer. Notwithstanding the above stated, if Customer makes the overdue payments within such thirty (30) days' notice period, GMV is not entitled to suspend or disconnect Data provision service.
- 6.3. **Support Services.** If priced separately, the Customer shall be responsible to pay GMV for the selected Support Services.
- 6.4. **Limitations.** Except as expressly provided in this Agreement, Customer shall not (and will not authorize or in any way assist others to):
- (i) reproduce, copy, modify, translate, or otherwise change the Service
 - (ii) rent, lease, license, transfer or otherwise provide a potential customer or third parties access to the Service.
 - (iii) distribute or provide subscriptions to the Service;
 - (iv) remove, cover, or alter any trademark, trade name, copyright, or other proprietary notices, labels, or marks appearing on or in copies of any Documentation; or
 - (v) reverse engineer, de-compile, disassemble, or otherwise attempt to derive the source code of any software included with the Service.
- 6.5. **Conduct.** Customer shall comply with all applicable laws and conduct itself in a manner consistent with the highest standards of fair trade, fair competition and business ethics.

7. PRICING, FEES AND PAYMENT.

- 7.1. **Pricing.** Pricing shown in the Agreement will remain in effect for the duration of the Agreement. Pricing may be reviewed if Customer requires different or additional capabilities or requires use of the Service outside of the limits.



- 7.2. **Fees Payments.** Customer will pay to GMV the fees set forth in the applicable Order Form. Customer will pay all amounts due hereunder within thirty (30) days of receipt of GMV'S invoice. All unpaid amounts will bear interest at a rate equal to the lesser of 1.5% per month (19.56% per annum) and the highest rate permitted by law of the outstanding payment from the date due until the date paid. All amounts payable under this Agreement are the net amounts due to GMV after any deductions, including but not limited to withholding taxes, that the Customer may be required to pay. Accordingly, if a deduction is required to be made, then Customer agrees to gross up and increase the amounts payable hereunder such that the net amount payable to GMV after such deductions is equal to the amounts payable hereunder. Should any such deduction be taken for withholding taxes, Customer shall obtain and provide to GMV evidence Issued by the relevant authority acknowledging its receipt of the deducted amount. Any resulting deduction of taxes on GMV net income shall be paid to Customer upon GMV receiving the relevant tax assessment from the taxing authority.

8. COPYRIGHT AND TRADEMARKS

- 8.1. **Copyright.** Copyright© (GMV Aerospace and Defence S.A.U.. All rights reserved.) The customer is advised that unauthorized copying, distribution, modification, public display, or public performance of copyrighted works may be an infringement of the rights of the copyright owner
- 8.2. **Trademarks.** GMV is registered trademark of GMV and/or its affiliates. Other names appearing on the Site may be trademarks of their respective owners.
- 8.3. **Infringement and Claims.** Customer agrees to notify GMV immediately of any apparent infringement of or challenge or claim (collectively, "Claim") to Customer's use of any of the Names and Marks. Customer shall not communicate with any person other than GMV and its counsel in connection with any Claim. GMV has sole right and authority to take such action in respect of any Claim as it deems appropriate and has the exclusive right to the carriage of any litigation or administrative proceeding regarding any Claim before any court or tribunal of competent jurisdiction. Customer agrees to cooperate fully in any action taken by GMV in respect of any Claim.

The Customer agrees that will not use the Service or the Information to infringe GMV's Intellectual Property rights or the Intellectual Property rights of third parties. The Customer may not remove, deface, or overprint any notice of copyright, trademark, logo, or other notice of ownership from any Information or copies thereof.

9. WARRANTIES AND DISCLAIMER

- 9.1. **Mutual Representations and Warranties.** Each party represents and warrants, solely to and for the benefit of the other, that it has the full corporate right, power and authority to enter into this Agreement and to grant the rights granted by such party under this Agreement.
- 9.2. **Customer Warranties.** Customer warrants that it shall perform all obligations hereunder in a professional and workmanlike manner, using qualified personnel. Customer shall not make any representations or statements of any kind in respect of the Service or GMV that are to its best knowledge untrue, inaccurate, incomplete, misleading, not consistent with the Documentation or otherwise contrary to the Interests of GMV, or otherwise in breach of this Agreement.
- 9.3. **GMV Warranties.** GMV hereby represents and warrants that:
- (i) GMV has the power to grant the rights under this Agreement, including any third-party



products included with the Service. GMV execution of this Agreement will not conflict with any other agreement.

(ii) Service Subscriptions will conform to the specifications set forth in any documentation provided to Customer by GMV.

(iii) No third party has filed or provided GMV with notice of any claim or allegation of infringement by the Service on such third party's copyright, patent, trademark or trade secret rights, and GMV is not otherwise aware of any such infringement or potential infringement or of any claim, whether or not a legal action has been filed, that may affect Customer's rights under this Agreement or GMV'S works' ability to grant the Service or perform its obligations under this Agreement;

(iv) No export restrictions currently exist that apply to the Service, and GMV will notify Customer immediately if it is aware that any restrictions apply to the Service because of a modification or change in the Service or a change in export or Import laws or regulations.

(v) The GGRN tracks various GNSS constellations which GMV cannot and does not guarantee to be always available or error-free. GMV gives no warranty regarding and will have no responsibility or liability for, any loss arising out of (a) a modification of the software made by anyone other than GMV unless GMV approves such modification in writing; or (b) use of the Service in combination with any operating system not authorized.

9.4 **Demonstration Subscription.** Demonstration and testing of the Service is provided on an "as is", "without any warranties" and "without any liability" basis. For clarity, the Uptime Guarantee does not apply to demonstration and test uses of the Service.

9.5 OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY GMV OR LICENSORS, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSIONS OF CERTAIN WARRANTIES.THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION SHALL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRES LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

10. OWNERSHIP

10.1. **All trademarks,** service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Service and Documentation are and will remain the exclusive property of GMV or its licensors, whether or not specifically recognized or perfected under local applicable law. Customer will not take any action that jeopardizes GMV's or its licensors' proprietary rights, nor will Customer acquire any right in the Service except the limited use rights specified in this Agreement.

10.2. **Grant of Trademark License** GMV grants to Customer the limited right without any charge to



display the Names and Marks (including in association with any co-branding efforts by Customer) during the Term solely to perform its obligations hereunder.

11. CONFIDENTIALITY

11.1 **Confidential Information.** The Parties acknowledge that they may have access to certain confidential and proprietary information in connection with this Agreement ("Confidential Information"). Confidential Information of GMV includes, without limitation, any oral, written, graphic or machine-readable information relating to any technical, financial, commercial or customer information of GMV including, without limitation, Service Software, Documentation, Support Services, business policies or practices, financial information, technical information, computer systems, infrastructure designs, data, data structures, analysis, compilations, studies or other Documentation and information. Confidential Information of Customer includes, without limitation, any oral, written, graphic or machine-readable information relating to any technical, financial, commercial or customer information. Confidential Information includes the terms and conditions of this Agreement and this Agreement.

11.2 **Use and Disclosure.** The Parties will not use or copy any of the other Party's Confidential Information or disclose it to any third parties, except as necessary to perform their respective obligations under this Agreement or with prior written consent. Except as agreed herein or in a subsequent written agreement, under no circumstance may either Party use the other Party's Confidential Information to market or develop any Service aid in development or manufacturing processes or assist or accelerate research and development. The Parties will safeguard all Confidential Information, using processes and security measures no less rigorous than each uses to protect its own confidential information, provided that in no event will such measures be less than what is commercially reasonable under the circumstances. At a minimum, the Parties agree to:

- a) Securely store and segregate the other Party's Confidential Information from Its or others' confidential information; and
- b) Disclose the other Party's Confidential Information only to its employees or consultants on a need-to-know basis and to inform ail such individuals of the terms of this Agreement and execute, or have executed, appropriate written confidentiality agreements with such employees and consultants sufficient to require them to comply with this Agreement.

11.3 **Limitation.** Confidential Information will not include any information that:

- a) is or subsequently becomes publicly available without a breach of any obligation owed to either Party;
- b) was known to a Party prior to the other Party's disclosure of such information;
- c) was made known to a Party by a third-party without any restriction or obligation of confidentiality; or
- d) is independently conceived of and developed by employees or consultants of a Party without any access to the other Party's information, as proven by written records.

12. LIABILITY

EXCEPT FOR CASES FOR WHICH LIABILITY CANNOT BE EXCLUDED SUCH AS



LIABILITY FOR DEATH OR PERSONAL INJURY OR DAMAGES CAUSED BY GROSS NEGLIGENCE OR INTENT, ANY LIABILITY WHICH IS NOT EXPRESSLY MENTIONED UNDER THESE SERVICE TERMS, IN PARTICULAR AND WITHOUT LIMITATION, FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFIT, IRRESPECTIVE OF THE GROUNDS ON WHICH IT IS BASED (INCLUDING LATE, PARTIAL OR NO DELIVERY, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TORT, CONTRACT OR STRICT LIABILITY), IS EXCLUDED BY GMV TO THE MAXIMUM EXTENT AUTHORIZED BY LAW. IN CASES WHERE LIABILITY CANNOT BE EXCLUDED, GMV'S TOTAL AGGREGATE LIABILITY TO THE CUSTOMER (WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE), UNDER EACH CONTRACT TO WHICH THESE SERVICE TERMS APPLY, SHALL NOT EXCEED THE TOTAL SUMS ACTUALLY PAID BY THE CUSTOMER TO GMV UNDER SUCH CONTRACT IN THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

13. TERMINATION

- 13.1 If a party breaches any material term or condition or obligation under this Agreement and fails to cure such breach within sixty (60) days after being given written notice thereof, the other party may then terminate this Agreement immediately upon written notice to the breaching party. Any unused prepaid amounts shall be returned promptly to the Customer.
- 13.2 After the Initial Term, either party may terminate this Agreement without cause by providing the other party with sixty (60) days' written notice of its intent to terminate. Such termination shall become effective at the end of any then prepaid, or due, period of service.
- 13.3 Upon termination or expiration of this Agreement, Customer shall immediately cease using the Service and return or certify the destruction of all Documentation to GMV.

14. GENERAL TERMS

- 14.1 **Notice.** All notices or approvals required or permitted under this Agreement must be given in writing and sent by fax, courier, or mail, postage prepaid, to the address specified in this Agreement or to any other address that may be designated by prior written notice.
- 14.2 **Independent Parties.** The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.
- 14.3 **Waiver, Modification.** Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by the party against whom enforcement of the waiver or modification is sought. Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.
- 14.4 **Force Majeure.** Neither party will be liable for failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labour disputes, transportation stoppages or third-party dependencies reasonably outside of the control of such party including third party data provided to GMV. These causes will not excuse Customer from paying any accrued amounts due to GMV, If applicable.



- 14.5 **Assignment.** Customer may not assign (either directly or by operation of law), delegate, or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without GMV's prior written approval. Any attempt to do so without GMV's approval will be void.
- 14.6 **Severability.** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless GMV deems the unenforceable provision to be essential to this Agreement, in which case GMV may terminate this Agreement upon notice to Customer.
- 14.7 **Applicable Law.** Resolution of Disputes
- (i) The validity, construction, interpretation and performance of this agreement, as well as the legal relations of the Parties arising hereunder, will be governed by and construed in accordance with the laws of Spain without regard to the choice or conflict of law provisions thereof.
 - (ii) All disputes arising in connection with the interpretation or implementation of this agreement shall be amicably settled. Failing such an amicable settlement within two (2) months from written notification by one Party to the other of the existing dispute, then said dispute shall be finally settled by arbitration in accordance with the provisions below.
 - (iii) The performance of this agreement shall continue in all aspects during any dispute between the parties, unless otherwise agreed in writing by the Parties.
 - (iv) The arbitration proceedings shall take place in Madrid, at the International Court of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the ICC Rules for Expedited Arbitrations.
 - (v) The arbitration award shall be final and binding on both Parties and can be enforced by any court having jurisdiction.
 - (vi) Interim Relief and Unpaid Amounts. The procedures for the resolution of disputes set out in this Section do not preclude recourse to the courts for interim or interlocutory injunctive or other interim relief. Nothing in this Section shall prevent GMV from filing an action against Customer to collect unpaid and past due amounts in a court having jurisdiction over Customer.
- 14.8 **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between GMV and Customer with respect to its subject matter.
- 14.9 **Counterparts.** This Agreement may be executed in counterparts, or fax or scanned counterparts, each of which when executed by either of the parties shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.
- 14.10 **Survival.** Notwithstanding the expiry, termination, or cancellation of this Agreement, the parties hereto acknowledge, confirm, and agree that Sections 5, 6, 7, 8, 9, 10, 11, 14, and 15 shall survive the expiry, termination, or cancellation of this Agreement and shall continue in full force and effect without limitation.
- 14.11 **Interpretation.** This Agreement shall be interpreted with all changes to number and gender as the context requires. Headings are for convenience only. The parties hereto confirm that it is their wish that this contract and all related documents hereto shall be in English.



14.12 **Contact Information.** GMV informs you that your information is automatically stored in our subscribers' database. The information supplied by you may be used by GMV for research and marketing purposes and for the provision of the Information. You can edit your personal information or exercise your rights of access, correct or cancel this information, according to applicable law, contacting us at the following address:

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