SkyGeo Terms of Service v.1.15

<div align="right">Last Updated: Mar 19, 2023</div>

SkyGeo offers a variety of SkyGeo Generated Works (as defined below) and performs a variety of related Services (as defined below) for useful applications in various industries.

SkyGeo Services and SkyGeo Generated Works are for business use only. These Terms of Service establish a business-to-business relationship between the Customer and SkyGeo. Customer's use of SkyGeo Services and SkyGeo Generated Works, excluding any data or services provided to Customer by SkyGeo under a separate written agreement, is subject to the general terms and conditions set forth in this Agreement ("Terms of Service").

BY ACCESSING OR USING THE SKYGEO SERVICES OR SKYGEO GENERATED WORKS, CUSTOMER REPRESENT AND WARRANT THAT CUSTOMER IS ACTING FOR BUSINESS PURPOSES, AND CUSTOMER AGREES TO BE BOUND BY THESE TERMS OF SERVICE. If Customer is accepting these terms on behalf of a company or other legal entity, Customer represents that the Customer has the authority to bind the entity. If Customer does not agree to these Terms of Service, Customer may not use SkyGeo Services or SkyGeo Generated Works.

1.   DEFINITIONS

"End-user" means an individual who is authorized by Customer to use a SkyGeo Generated Works and Services, for whom Customer has provisioned a subscription, and to whom Customer (or, when applicable, SkyGeo at Customer's request) has supplied a user identification and password (authentication). End-users may include employees, consultants, contractors and agents of Customer.

"SkyGeo" means the SkyGeo Contracting Entity issuing the Order Form as described below.

"Customer" means the company or other legal entity which is accepting these Terms of Service and has been entered into Order Forms. This means any one (1) of the following that accepts the terms of this Terms of Service:
- One company or corporation, including subsidiaries;
- One state or provincial agency, county, or local government;
- One non-governmental organization or nonprofit organization; or
- Any one entity equivalent to any of the entities listed above.

"Order Form" means an ordering document specifying the SkyGeo Generated Works and SkyGeo Services to be provided hereunder, that is entered into between Customer and SkyGeo, including any addenda and supplements thereto. By entering into an Order Form, Customer agrees to be bound by the terms of this Terms of Service agreement as if it were an original party hereto.

"SkyGeo Services" means any Service to be performed by SkyGeo which is identified in Order Forms.

"SkyGeo Generated Works" any works SkyGeo generates, including data, tools, analyses, documentation, results, reports, alerts, estimates and other information generated, published, displayed, transmitted or made available to the Customer by SkyGeo, except for Cusotmer's personal data, Customer Asset Data, or Third Party Content, whether or not the SkyGeo Generated Works are related to personal data, Customer Asset Data or Third Party Content.

"SkyGeo Software" means any program created by SkyGeo to produce, access, visualize or assess SkyGeo Generated Works and/or Services.

url: https://maps.skygeo.com/static/files/SkyGeo_ToS.pdf

2. SERVICES

1. Scope of Service

A key SkyGeo Generated Product consists of estimates of surface deformation over time, based on a technology that is broadly known as InSAR. There are many different factors that influence our estimates and SkyGeo models the deformations and provides a suite of tools to help Customer organize and evaluate these deformation data, for the purpose of estimating deformation patterns that are technically relevant for managing Customer assets.

For a concise statement about InSAR specific services and their limitations, see [DESCRIPTION OF SPECIFIC INSAR SERVICES](); SkyGeo recommends that End-users familiarize themselves with this information so we can jointly and iteratively improve the quality of the displacement measurements and derived SkyGeo Generated Works.

SkyGeo services will be performed consistent with and limited to the professional skill and care ordinarily provided by domain experts making these estimations under similar circumstances.

End-user is aware that the deformation points shown in the SkyGeo Generated Works are based on parameter estimation of radar reflections as described above and that SkyGeo Generated Works (a) do not constitute an exhaustive overview of all possible deformation points in a certain area, (b) are the result of an iteration process where many reflection points that did not give sufficient or stable or interpretable information have been filtered out, which does not necessarily mean that no deformation has occurred on such a specific location, (c) give accurate information about deformation of a location that can lay within a range of distance to the point indicated on a map of SkyGeo and (d) are the result of and limited by the quality and number of satellite radar images accessible to and processed by SkyGeo.

SkyGeo does not guarantee the suitability of its SkyGeo Generated Works and Services or Portal for the purpose of any of End-users' operations or projects.

SkyGeo Services and SkyGeo Generated Works may change over time. Individual results may vary, as weather, asset management practices, preventive and emergency maintenance practices differ from case to case, locations and time. Most importantly, as deformation of the ground or structures accelerate, SkyGeo Generated Works are likely to become insensitive to the true on-site deformations.

SkyGeo does not guarantee any results, and neither the SkyGeo Services nor SkyGeo Generated Works should be used as a substitute for sound asset monitoring practices, including regular and diligent field monitoring, or as the sole means for making asset monitoring or risk management decisions. SkyGeo Services and SkyGeo Generated Works are intended to be used as a complimentary monitoring system to the conventional monitoring systems. SkyGeo recommends that the Customer consult their engineering, geological, geotechnical or any other relevant service professionals before making decisions on complementing or replacing their existing terrestrial surveying and monitoring practices with SkyGeo Generated Works.

2. SkyGeo Responsibilities

SkyGeo will:

1. make the SkyGeo Generated Works and Services available to Customer pursuant to this Terms of Service agreement, and the applicable Order Forms;

2. provide applicable standard support for the Purchased SkyGeo Generated Works and Services to Customer at no additional charge;

3. use commercially reasonable efforts to make the SkyGeo Generated Works available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which SkyGeo shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond SkyGeo's reasonable control, including Internet service provider failure or delay, Non-SkyGeo Application, or denial of

service attack;

4. provide the SkyGeo Generated Works and Services in accordance with laws and government regulations applicable to SkyGeo's provision of its SkyGeo Generated Works and Services to its customers generally (i.e., without regard for Customer's particular use), and subject to Customer's use of the same in accordance with these Terms of Service and the applicable Order Form; and

5. order pro-actively the acquisition of such SAR imagery as to support the provisioning of the purchased SkyGeo Generated Works and Services where applicable. Moreover communicate in a timely fashion if acquisition may or may not happen.

3. Customer Responsibilities

SkyGeo Generated Works and Services are intended to be interpreted and used by business End-users who are familiar with the advantages and limitations of InSAR and other SkyGeo Generated Works in context of their engineering requirements. Customer:

1. shall be responsible for compliance by all End-users with this Terms of Service agreement, documentation in SkyGeo Generated Works and Order Forms.

2. shall: (i) provide all information and criteria as to the Customer's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all other information reasonably necessary for completion of the Services; (ii) provide to SkyGeo all relevant previous studies, previous terrestrial and local data acquisitions, plans pertaining to the project and all new data reasonably necessary in SkyGeo's opinion for completion of the Services in a timely fashion; and (iii) give prompt written notice to SkyGeo whenever the Customer becomes aware of any development that affects the scope and timing of SkyGeo's Services or any defect or noncompliance in any aspect of the project.

3. shall be responsible for the accuracy, quality and legality of (auxiliary) Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the SkyGeo Generated Works and Services, and the interoperation of any non-SkyGeo Applications with which Customer uses the SkyGeo Generated Works and Services. SkyGeo will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the Customer.

4. shall make all reasonable efforts to prevent unauthorized access to or use of the SkyGeo Generated Works and Services, and notify SkyGeo promptly of any such unauthorized access or use. We assume that any communication we receive from the Customer account has been made by the Customer. In case access to SkyGeo Generated Works and Services is provided to third party end-users such as consultants, engineers of record, or other service providers, Customer will ensure that access is limited to the Scope of the Order form and will be responsible for communicating to these Terms of Service to the end-users.

5. shall use the SkyGeo Generated Works and Services only in accordance with this Terms of Service agreement, Order Forms and applicable laws and government regulations.

6. shall be responsible for accessing available documentation, provided with the Generated Works.

7. shall keep SkyGeo account Information up to date so that SkyGeo can communicate with the Customer electronically.

4. SkyGeo Account

End-users must create a SkyGeo account to access a majority of SkyGeo Generated Works and Services ("SkyGeo Account"). One account can be accessed by one End-user only. When an end-user creates a SkyGeo Account, the end-user agrees to provide SkyGeo with accurate, complete and current information about them and their business such as the end-user's name, service address, email

address, and other user information ("Account Information").

5. Login Information

End-user agree to keep their SkyGeo Account username and password ("Login Information") confidential. Customer is responsible for the activities of anyone accessing the SkyGeo Services using the end-user's Login Information and for ensuring that all users of the end-user's SkyGeo Account comply with these Terms of Service. End-user must notify SkyGeo promptly of any unauthorized use of the SkyGeo Account and promptly change login password if the end-user believes the SkyGeo Account is no longer secure.

SkyGeo collects usage data for provisioning SkyGeo Services, such as number of times the End-user logged in, amount of time the user spent on SkyGeo's infrastructure, activities the user performed while on SkyGeo's Infrastructure. This data is collected and used to improve the SkyGeo services.

6. Limited License

All SkyGeo Generated Works and Services are licensed, not sold, to the Customer. Subject to these Terms of Service and any applicable additional terms, SkyGeo grants the Customer a limited, revocable, personal, non-exclusive, and non-transferable right to them and individuals authorized by them to access and use the SkyGeo Generated Works and Services solely for Customer's business use. SkyGeo does not grant the Customer any rights or licenses under any of SkyGeo's technology or intellectual property rights, except as expressly granted in this Terms of Service agreement.

7. Restrictions

Customer agrees NOT to:

1. sell, lease, lend, license, export, reexport, otherwise transfer, distribute, re-distribute, copy, publicly perform or display, transmit or publish any SkyGeo Services or SkyGeo Generated Works or assign, transfer or sublicense these Terms of Services agreement or the rights granted by SkyGeo in this Terms of Service agreement without SkyGeo's prior written consent;
2. use SkyGeo Services to develop, evaluate, validate or enhance any competing product or service or create any derivative works, without SkyGeo's prior express written consent;
3. remove or modify any markings or notices of SkyGeo's or SkyGeo's licensors' proprietary rights, or violate or circumvent, or attempt to do so, any SkyGeo Services security features, including attempting to access or use any portion of the SkyGeo Services for which the Customer has not paid all due and applicable amounts.

8. Billing Policies and Recurring Service Deliveries

SkyGeo offers subscriptions to the SkyGeo Generated Works and Services for a fee for a set period of time (e.g., monthly, annually, etc.). All recurring Services, unless earlier terminated or expired as described in these terms, will automatically renew until canceled by the Customer. If Customer does not want recurring Services to renew, the Customer can terminate the Service at least ninety (90) days before the end of the subscription period.

Customer's Order Form for SkyGeo Generated Works and/or Services shall contain a statement about invoicing. Customer agrees to pay when due, all amounts set forth in the applicable Order Form for any fee-based SkyGeo Services and, at the time of renewal, the applicable fees for any recurring SkyGeo Service subscription, plus applicable taxes (unless the Customer provides SkyGeo with a valid tax exemption certificate authorized by the appropriate taxing authority). If Customer's subscription fee payment is overdue, SkyGeo may suspend Customer's account access until such amounts are paid in full and may stop commercially tasking SAR image acquisition where applicable.

3. SOFTWARE

1. SkyGeo Software

SkyGeo grants Customer a personal, non-transferrable, and non-exclusive right and license to use the

url: https://maps.skygeo.com/static/files/SkyGeo_ToS.pdf

SkyGeo Software in accordance with these Terms of Service, provided that the Customer does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or structure sequence and organization of, sell assign sublicense, distribute, rent, lease, grant a security interest in, or otherwise transfer any right in the SkyGeo Software. Customers acknowledge that this license is not a sale of intellectual property and that SkyGeo or its third-party licensors, providers or suppliers continue to own all right, title and interest to the SkyGeo Software and related documentation.

2. Third Party Content and Services

The SkyGeo Generated Works and Services may enable access to and use of, third-party software, services, and/or websites, that interact with the SkyGeo Generated Works and Services, and when applicable, subject to those third-parties' terms and conditions (collectively and individually, "Third Party Services").Customer agrees to use the Third Party Services at their own risk. SkyGeo is not responsible for examining or evaluating the content or accuracy of any Third Party Services, and shall not be liable to the Customer for any loss or injury arising out of or caused, in whole or in part, by Customer's use of any such Third Party Services. Data displayed by the SkyGeo Generated Works and Services that originates from any Third Party Services ("Third Party Content") is for general informational purposes only and is not guaranteed by SkyGeo. Customer agrees not to use the Third Party Services or Third Party Content in any manner that is inconsistent with the terms of this Terms of Service agreement or that infringes the intellectual property rights of any third party. Third Party Services and Third Party Content may not be appropriate or available for use in any particular location. To the extent Customer chooses to use Third Party Services, Customer is solely responsible for compliance with all applicable laws. SkyGeo reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any Third Party Services at any time without notice or liability to the Customer.

3. Software Upgrades

SkyGeo has the unrestricted right, but not the obligation, to provide SkyGeo Software and third-party software upgrades, updates, or supplements (such as, but not limited to adding or removing features or updating security components) at any time. SkyGeo will make reasonable efforts to notify the Customer of any changes SkyGeo makes to the SkyGeo Software, though this may not always be possible. The Customer must use an appropriate version of Customer's internet browser to access the SkyGeo Software and abide by any additional requirements. An update may result in a change, or discontinuation, of features of the SkyGeo Software. Although unlikely, software upgrades, updates, or supplements could reset Customer's SkyGeo account and erase saved preferences or stored content.

4. Accessing SkyGeo Generated Works using Third Party Software

SkyGeo has developed the SkyGeo Software including a viewer to explicitly estimate, assess and visualize the dynamic and noisy InSAR and related data sets. If Customer requests for SkyGeo to provide data in a format that is suitable to be assessed outside of the viewer, and if customer uses Third Party Software to o visualize and assess these dynamic deformation patterns in another software, there will be an immediate loss of ability to see dynamic patterns and the way they evolve. Moreover, it can become harder to separate relevant deformation signal from noise in the SkyGeo data. Finally, it is harder to appreciate the iterative nature of the estimation process. SkyGeo cannot support the Customer in the same way in the assessment of the data and cannot support decisions about follow on investigations and actions in the same way when the Customer uses Third Party Software as they can by assessment of the SkyGeo Generated Works using the SkyGeo software.

4. **SKYGEO GENERATED WORKS AND SERVICES**

1. Customer Data and Feedback

Some SkyGeo Generated Works or Services may require the Customer or Customer's authorized End-users to upload, input, transmit, store or otherwise make available to SkyGeo information about Customer's asset operation, such as Customer's asset locations, maps or boundaries; recorded

geodetic, environmental, geological conditions; geological or hydrogeological measurements and observations; geotechnical or civil engineering observations and practices; field images, field notes and other information relating to Customer's asset operation ("Customer Asset Data").

CUSTOMER MAY NOT BE ABLE TO USE CERTAIN FEATURES OF THE SKYGEO GENERATED WORKS AND SERVICES IF THE CUSTOMER DOES NOT PROVIDE THIS INFORMATION. As between the Customer and SkyGeo, the Customer owns all Customer Asset Data. At any time the Customer may request a copy of Customer Asset Data in the same format provided by the Customer to SkyGeo. To the extent permitted by applicable law, the Customer grants SkyGeo a non-exclusive license to access, use, reproduce, display, modify, and prepare derivative works based on Customer's asset data in order to provide the SkyGeo Services and related support to the Customer, for SkyGeo's internal operations and research and development purposes, and for other purposes set forth in this Terms of Service agreement. If the Customer submits feedback or suggestions about SkyGeo Services, SkyGeo may use Customer's feedback or suggestions without obligation to Customer. SkyGeo will not share Customer's data with 3rd parties without Customer's explicit consent.

2. SkyGeo Intellectual Property

Customer acknowledge and agree that SkyGeo Generated Works and all materials and content displayed or made available, and all software, algorithms, code, technology and intellectual property underlying and included in or with the same, and all intellectual property rights therein and thereto throughout the world (collectively and individually, SkyGeo's "Intellectual Property"), are SkyGeo's (or SkyGeo's licensors' as applicable) sole and exclusive property. Except as explicitly provided herein, nothing in these Terms of Services will be deemed to create a license in or under any intellectual property rights, and the Customer agree not to access, sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of SkyGeo's Intellectual Property. Use of SkyGeo's Intellectual Property for any purpose not expressly permitted by these Terms of Service is strictly prohibited.

The Customer may choose to, or SkyGeo may invite Customer to submit comments or ideas about SkyGeo Generated Works and Services, including without limitation about how to improve SkyGeo Generated Works or Services. By submitting any idea, the Customer agree that Customer's disclosure is gratuitous, unsolicited and without restriction and will not place SkyGeo under any fiduciary or other obligation, and that SkyGeo is free to use the Idea without any additional compensation to the Customer, and/or to disclose the idea on a non-confidential basis or otherwise to anyone. The Customer further acknowledges that, by acceptance of Customer's submission, SkyGeo does not waive any rights to use similar or related ideas previously known to us, or developed by SkyGeo's employees, or obtained from sources other than the Customer.

5. **TERM AND TERMINATION**

1. Term of Agreement

This Terms of Services agreement is effective until terminated by the Customer or SkyGeo subject to certain terms which will survive the termination and are provided in the Survival section below. Customer's rights under this Terms of Services agreement will terminate automatically if the Customer fails to comply with any of its terms.

2. Discontinuing SkyGeo Service

Customer may cancel an order by sending an e-mail to support@SkyGeo.com. If an order is canceled or terminated, then Customer's right to use or access such SkyGeo Generated Works or Services will be terminated immediately. Unless agreed otherwise, if the Customer cancels an order in any given quarter, then the Customer will be responsible for all fees with respect to that order for that quarter and will not be entitled to any credits or refunds as a result of such termination for prepaid but unused SkyGeo Services. Any such cancellation will automatically terminate this Terms of Service agreement but only with respect to the SkyGeo Service associated with that order, and subject to any survival

provisions in this agreement. In the event of any conflict between the terms set forth in the SkyGeo Terms of Service and any of the Terms set forth in the Order Form, the terms set forth in the Order Form will be applicable and shall govern.

3. Termination for Breach

Either Customer or SkyGeo may terminate this Terms of Service agreement if the other party materially breaches this Terms of Service agreement. If SkyGeo terminates this Terms of Service agreement because of a breach by the Customer, Customer will be responsible for all subscription fees for any active subscriptions or orders at the time of termination and will not be entitled to any credits or refunds as a result of such termination for prepaid but unused SkyGeo Services.

4. Survival

The rights granted to SkyGeo and any other obligations of the parties under this Terms of Services agreement which, by their nature, would continue beyond the termination, cancellation, suspension, or expiration of this agreement shall survive termination, cancellation, suspension, or expiration of this agreement.

6. MISCELLANEOUS

1. Force Majeure

Except for payment obligations, neither Customer nor SkyGeo will be in breach of this Terms of Services agreement or responsible for damages caused by delay or failure to perform any of its obligations under this agreement due to circumstances beyond the control of the claiming party.

2. SkyGeo Contracting Entity and Governing Law

The SkyGeo entity entering into this Terms of Services agreement is mentioned in the Order Form.The exclusive jurisdiction and venue for any legal action arising out of this Terms of Service agreement will be the court of The Hague, The Netherlands if SkyGeo, BV entity is entering in the agreement and Delaware, USA if SkyGeo, Inc. entity is entering in the agreement.

3. No Warranty

SKYGEO GENERATED WORKS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF SKYGEO GENERATED WORKS AND SERVICES ARE AT CUSTOMER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKYGEO GENERATED WORKS AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM SKYGEO OR THROUGH SKYGEO GENERATED WORKS WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, SKYGEO DOES NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT SKYGEO GENERATED WORKS WILL MEET CUSTOMER'S REQUIREMENTS; THAT SKYGEO GENERATED WORKS WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SKYGEO GENERATED WORKS OR SOFTWARE IS ACCESSED AT CUSTOMER'S OWN RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

CUSTOMER EXPRESSLY ACKNOWLEDGE AND AGREE THAT THERE ARE CERTAIN RISKS INHERENT TO CUSTOMER'S USE OF, AND OUR PROVISION OF, SKYGEO GENERATED WORKS AND SERVICES, AND THAT THE SKYGEO GENERATED WORKS AND SERVICES MAY NOT RESULT IN ANY SPECIFIED RESULT; CUSTOMER ACKNOWLEDGE AND AGREE THAT

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INFORMATION PROVIDED VIA SKYGEO GENERATED WORKS AND SERVICES IS INTENDED TO BE INFORMATIVE, AND SHOULD NOT BE CONSTRUED AS ADVICE; AND THEREFORE, SKYGEO HEREBY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY RELIEVE SKYGEO FROM, ANY CLAIMS, DAMAGES, COSTS, OR LIABILITIES THAT MAY ARISE FROM OR RELATE TO ANY ACTS OR OMISSIONS MADE BY CUSTOMER BASED IN WHOLE OR IN PART BASED ON ANY INFORMATION PROVIDED VIA SKYGEO GENERATED WORKS OR SERVICES.

4. Limitation of Liability

Use of the SkyGeo Generated Works and Services is at Customer's sole risk. In no event shall SkyGeo's total liability to the Customer for any damages (other than as may be required by applicable law in cases involving personal injury) in excess of the amount Customer actually paid to SkyGeo for such SkyGeo Services during the 12 months prior to the date on which the relevant claim arises. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SKYGEO OR OUR AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS (OR OUR OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, SKYGEO GENERATED WORKS OR SERVICES. UNDER NO CIRCUMSTANCES WILL SKYGEO BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF SKYGEO GENERATED WORKS, SERVICES OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKYGEO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM CUSTOMER'S ACCESS TO OR USE OF SKYGEO GENERATED WORKS AND SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES; OR (V) ANY MALICIOUS SOFTWARE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY.

IN NO EVENT WILL SKYGEO OR OUR AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS (OR OUR OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS) BE LIABLE TO THE CUSTOMER FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT CUSTOMER PAID TO SKYGEO HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SKYGEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5. Indemnity

Customer agrees to defend, indemnify and hold SkyGeo and its affiliates, agents, suppliers or licensors (and SkyGeo's and their employees, contractors, agents, consultants, officers and directors) harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Customer's use of and access to SkyGeo Generated Works and Services; (ii) Customer's violation of any term of this Terms of Service agreement, including without limitation Customer's breach of any of the restrictions above; (iii) Customer's violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) Customer's violation of any applicable law, rule or regulation; (v) User and system data including without limitation misleading, false, or inaccurate information; (vi) Customer's willful misconduct; or (vii) any third party's access and use of SkyGeo Generated Works and Services with Customer's unique username, password or other appropriate security code.

6. Amendments

    SkyGeo may modify this Terms of Service agreement at any time. Any changes to the Terms of Service agreement will become effective when SkyGeo posts them on its website maps.skygeo.com; they will also appear when Customer logs into their SkyGeo account. Customer's use of SkyGeo Services following these changes constitutes Customer's acceptance of the revised Terms of Service.

7. Assignment

    Customer may not assign or transfer this Terms of Service agreement or any rights or obligations under it (by assignment, operation of law or otherwise) without the prior written approval of SkyGeo. Any attempted assignment or transfer of this agreement to any person shall be deemed to be void *ab initio* and of no force or effect. Any breach of this provision shall constitute a material breach of this agreement.

8. Entire Agreement

    These Terms of Services, including Order Form and any Additional Terms (as applicable), constitute the entire agreement between the parties. SkyGeo's Services shall be limited to those expressly set forth in the foregoing proposal and agreement. SkyGeo shall have no other obligations or responsibilities for the Project except as agreed to in writing. Headings are for convenience only. These Terms of Services do not create an association, partnership, joint venture, trust, agency or other relationship between the parties. This agreement is non-exclusive. No waiver by either party of any breach by the other party of any of the terms of this agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision of this agreement. If a court of competent jurisdiction finds any provision of this agreement to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of this agreement will remain in full force and effect.

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TECHNICAL ADDENDUM TO TERMS OF SERVICE V.1.15

DESCRIPTION OF SPECIFIC INSAR SERVICES

SkyGeo provides InSAR products which are at their core geodetic estimations of displacement at the earth's surface based on the advanced interpretation of interferograms of synthetic aperture radar (SAR) image pairs or stacks. Generally, three things will determine what the estimation will look like:

1. Underlying SAR imagery as provided by SkyGeo's suppliers which consists of complex phase and amplitude information, sampled by suppliers' sensors mounted on satellites in orbit at 500-800 kilometers distance from the earth's surface and pre-processed in complex signal processing;
2. Interferometric processing chain which involves complex number and vector mathematics; and
3. the InSAR processing engineer who makes the estimations and uses their geodetic skill and awareness, and who also makes assumptions about possible signals on the ground to constrain the unwrapping of the interferometric phase information.

The above-mentioned three (3) ingredients provide the InSAR product with millimeter to centimeter precision, but with no inherent accuracy. The accuracy comes from careful evaluation of all the contextual and on-site information about possible displacement/deformation. InSAR based on geodetic estimation theory is not imaging.

SkyGeo's estimation may be substantially different from what is actually happening on the ground for a wide variety of reasons. The ground motion may be too fast for SkyGeo to resolve accurately, it may be that SkyGeo misinterprets the interferograms, the motion may be incoherent/invalid for the specific date of acquisition.

Within the SAR resolution cell SkyGeo does not know what changes in a deterministic way, therefore the core product needs to be treated as a statistical estimation. Moreover, for SkyGeo Generated Works where SkyGeo provides point data, the geopositioning of the radar scatterer within the resolution cell is an estimation that is subject to noise. As a result, the geolocalization of these displacement points can be off by several meters. Therefore, SkyGeo advises against interpreting individual estimations in an overly deterministic way.

The quality of the InSAR deformation signal is highly dependent on secondary local data such as digital elevation information and information about land use and soil moisture content.

Moreover, SkyGeo assesses the InSAR deformation signal in a holistic way and against a backdrop of other data and insights about the local conditions on the ground. During this assessment again there will be a wide variety of reasons for misinterpretation, misestimation, and lack of estimations. Moreover, the interpretation will be constrained by the quality and quantity of available secondary local data. The quality of the data will improve by iteratively ingesting all of the above information and re-estimating the displacement signal.

SkyGeo can estimate small relative displacements with millimeter precision. However, SkyGeo cannot resolve motion between two SAR acquisitions of a decimeter or more. Therefore, there are up to 2 "significant digits" in the SkyGeo InSAR deformation estimates, but no more, other than in exceptional cases.

For subscribers who receive updates to the Generated Works and Data, we iteratively improve the interferometric estimates for every update as a matter of course. We replace the historical estimates of previous updates with updated, improved values. Unless agreed otherwise in the Order Form specifically, we will not retain the outdated estimates but we will replace them per the specifications of the Order Form.