

Spire Non-Disclosure Agreement

1. **Non-Disclosure Agreement**
 - 1.1 This NDA shall come into effect on the date as specified in the signature block below.
 - 1.2 The parties wish to evaluate potential business opportunities and transactions (the "**Purpose**").
 - 1.3 A party or any of its group companies (which includes without limitation, for Spire Global Subsidiary, Inc., exactEarth Ltd. and exactEarth Europe Limited) ("**Discloser**") may disclose to the other party or any of its group companies ("**Recipient**") non-public, confidential, or proprietary information relating to the Purpose, including but not limited to technical, marketing, operating, performance, know-how, financial, business and process information, software and hardware techniques, and all type of media containing or disclosing such information and techniques, including oral presentations (the "**Confidential Information**").
 - 1.4 All information which is disclosed by Discloser to Recipient and which is to be protected hereunder as Confidential Information:
 - (a) if in writing or other tangible form, shall be identified at the time of delivery by means of a clearly marked as "Confidential", "Proprietary", or equivalent;
 - (b) if disclosed in a non-tangible form shall be identified as proprietary or confidential upon disclosure and identified as confidential within thirty (30) days of the initial disclosure in a written notice summarizing the nature of the disclosure; or
 - (c) the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.
2. **Confidentiality Obligations**
 - 2.1 Recipient shall:
 - (a) not disclose the Confidential Information save as permitted in this NDA;
 - (b) use the Confidential Information only for the Purpose;
 - (c) not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information;
 - (d) keep the Confidential Information in a safe and secure place and use reasonable measures to prevent unauthorised access, destruction, corruption or loss;
 - (e) only share Confidential Information with its group companies, employees, agents or third-party contractors (or those of its group companies) (collectively, "Representatives") who need to know it in connection with the Purpose and who have been informed of its confidential nature; and
 - (f) be liable for any failure of its Representatives to comply with the terms of this NDA.
 - 2.2 Confidential Information does not include information that:
 - (a) was known to Recipient without restriction before disclosure by Discloser;
 - (b) is publicly available through no fault of Recipient;
 - (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or
 - (d) is independently developed by Recipient without reference to or reliance upon Discloser's Confidential Information.
- 2.3 Recipient may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to Discloser (to the extent legally permissible).
3. **Confidential Information**
 - 3.1 Confidential Information shall remain the property of Discloser. No party acquires any intellectual property rights under this NDA except the limited rights necessary to use the Confidential Information for the Purpose.
 - 3.2 Discloser warrants that it has the right to disclose the Confidential Information but does not warrant its accuracy or completeness.
 - 3.3 Discloser shall not be liable for any damage or loss resulting from the use of the Confidential Information, which is provided "as is".
 - 3.4 Upon Discloser's written request, Recipient shall immediately destroy the Confidential Information. Recipient may retain copies of Confidential Information as required by law or that is automatically stored by backup systems and which are not accessible in the normal course of business. The Confidential Information shall continue to be subject to the terms of this NDA for so long as such material is retained.
 - 3.5 Confidential Information disclosed under this NDA may be subject to U.S. and other applicable jurisdictions export control laws and regulations. Each party shall comply with the applicable export control legislation and the relevant export license(s) in relation to any such export or transfer of Confidential Information.
4. **Miscellaneous**
 - 4.1 A party may terminate this NDA with 30 days prior written notice, but this NDA's provisions will survive as to Confidential Information that is disclosed before termination.
 - 4.2 Unless the parties otherwise agree in writing, Recipient's duty to protect a piece of Confidential Information expires three (3) years from its disclosure.
 - 4.3 This NDA imposes no obligation to disclose any information or proceed with any business transaction, nor shall it prevent or restrict any Party to enter into discussions or pursue any business relationship or partnership with any third party.
 - 4.4 This NDA does not create any teaming agreement, joint venture, agency or partnership relationship.
 - 4.5 This NDA is not assignable or transferable by either party without the prior written consent of the other party.
 - 4.6 This NDA is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements.
 - 4.7 Any amendments to this NDA must be in writing and signed by both parties.

- 4.8 Only Discloser and Recipient and their respective group companies have any rights under this NDA. The parties may terminate or amend this NDA without the consent of such group companies.
- 4.9 The Recipient acknowledges and agrees that due to the unique nature of Discloser’s Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to Discloser, and therefore, that upon any such breach or any threat thereof, Discloser shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law.
- 4.10 Any words following the terms “including”, “include” or any similar phrase shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 4.11 In the event that any party institutes any legal proceedings against the other party arising out of or relating to this NDA, the prevailing party in proceedings shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the proceedings, including reasonable attorneys’ fees and expenses and court costs.
- 4.12 This NDA and any dispute, claim or controversy arising under or in connection with this NDA, shall be governed by New York law without regard to any conflict of law principles.
- 4.13 The parties irrevocably agree that the courts of the State of New York shall have exclusive jurisdiction to settle any claim that arises out of or in connection with this NDA (including non-contractual disputes or claims). The parties further agree upon the U.S. District Court for the Southern District of New York as the exclusive and appropriate venue for any dispute properly subject to Federal subject matter jurisdiction..
- 4.14 EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS NDA IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS NDA.
- 4.15 This NDA is executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

Signed for and on behalf of Spire Global Subsidiary, Inc. 8000 Towers Crescent Drive, Suite 1100, Vienna VA 22182
Name: Ananda Martin Title: General Counsel
For and on behalf of <i>Company address:</i>
Signature:
Name:
Title:
Tel:
Email:
Date: