

This is the 7th Affidavit of Sai Chu in this case and
was made on December 29, 2020

No. S-208894
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985
c. C-36, AS AMENDED

-AND-

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF
URTHECAST CORP., URTHECAST INTERNATIONAL CORP., URTHECAST USA INC,
1185729 B.C. LTD. AND THOSE OTHER PETITIONERS SET OUT ON THE ATTACHED
SCHEDULE "A"

Petitioners

AFFIDAVIT

I, Sai Chu, of Suite 22, 1055 Canada Place, in the City of Vancouver, in the Province of British Columbia, AFFIRM THAT:

1. I am the Chief Financial Officer of Urthecast Corp. ("**UrtheCast**") and as such I have personal knowledge of the facts and matters to which I depose in this affidavit, except where stated to be based on information and belief, and where so stated, I verily believe them to be true.
2. I make this affidavit in support of an application by the Petitioners pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**"), for certain relief including, among other things, the following:
 - (a) An order approving the asset purchase agreement (the "**Stalking Horse APA**") among UrtheCast Corp., 1185729 B.C. Ltd., 1185781 B.C. Ltd., and UrtheCast USA Inc. (collectively, the "**Stalking Horse Vendors**") as vendors, and EarthDaily Holdings, LP, EarthDaily Canada Holdings Corp., and EarthDaily Canada Limited Partnership (collectively, the "**Stalking Horse Purchasers**") as purchasers, vesting title to the assets and entities described therein in the Stalking Horse Purchasers free and clear of all encumbrances;

- (b) An order sealing the Confidential Documents, as defined herein;
- (c) An order approving the assignment of the Petitioners' right, title and interest in and to the Geosys Purchase Agreement and the Winfield Solutions Licenses (as defined in the Stalking Horse APA) to the Stalking Horse Purchasers (as described below, the "**Land O'Lakes Assignment Order**");
- (d) An order approving the asset purchase agreement (the "**SAR APA**") among UrtheCast Corp. (the "**SAR Vendor**"), as vendor, and 1262743 B.C. Ltd. (the "**SAR Purchaser**"), as purchaser, and others, and vesting title to the assets described therein in the SAR Purchaser free and clear of all encumbrances;
- (e) An order granting:
 - (i) a release of all third party claims against all of the Petitioners' current and former directors and officers, except for claims covered by an applicable insurance policy of the Petitioners and claims that cannot be released under s. 5.1(2) of the CCAA; and
 - (ii) An extension of the Stay to February 15, 2021.

3. I make this Affidavit ("**Affidavit #7**") supplementary to the affidavits I made in this proceeding on September 3, 2020 ("**Affidavit #1**"), September 11, 2020 ("**Affidavit #2**"), September 15, 2020 ("**Affidavit #3**"), September 23, 2020 ("**Affidavit #4**"), October 15, 2020 ("**Affidavit #5**"), and October 16, 2020 ("**Affidavit #6**", and collectively with Affidavit 5, Affidavit 4, Affidavit 3, Affidavit 2, and Affidavit 1, the "**Prior Affidavits**"). Capitalized terms used in my Affidavit #7 that are not otherwise defined herein shall bear the meanings given in the Prior Affidavits, or in the Notice of Application that this affidavit is sworn in support of.

Background

4. Urthecast is a space technology company developing world-first technologies in data services, geo-analytics, machine learning and artificial intelligence, all generally related to the earth observation industry.

5. On September 4, 2020, the Petitioners obtained an order (the "**Initial Order**") granting them various relief pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), including a stay of proceedings (as extended from time to time, the "**Stay**"). Pursuant to various orders of this Court made in these proceedings, the Stay has been extended up to and including January 7, 2021.

6. On September 14, 2020, the Petitioners obtained an Amended and Restated Initial Order granting them various relief pursuant to the CCAA including approval of a credit facility from 1262743 B.C. Ltd. (the eventual SAR Purchaser) in the maximum amount of US\$1,000,000.¹

7. On September 23, 2020, the Petitioners obtained a Revised Amended and Restated Initial Order providing for, among other things, approval of a second interim financing facility from HCP-FVL, LLC ("**Hale**"), an affiliate of Hale Capital Partners L.P., up to the maximum amount of US\$5,000,000.

8. On October 16, 2020, the Petitioners obtained an Order (the "**SISP Order**"), among other things, approving the sale and investment solicitation procedure set out therein, including the approval of the stalking horse bid of 1269336 B.C. on the terms appended as Schedule "D" to the SISP Order, (the "**Stalking Horse Bid**"), and processes relating to the tendering of bids competitive with the Stalking Horse Bid, as well as processes for the marketing and sale of the Petitioners' other assets that are not the subject to the Stalking Horse Bid (the "**General SISP**").

9. Also on October 16, 2020, the Petitioners obtained an Order, among other things, extending the Stay to and including December 18, 2020, approving a debtor in possession interim lending facility (the "**Antarctica DIP Facility**") with an affiliate of Antarctica Infrastructure Partners, LLC ("**Antarctica**"), up to the maximum amount of \$3,648,000, and a related court-ordered charge to secure amounts advanced by the lender pursuant to this interim lending facility. In addition to being lender pursuant to the Antarctica DIP Facility, Antarctica is also the parent company of the Stalking Horse Purchaser.

¹ Unless otherwise stated, all amounts in this Affidavit refer to Canadian Dollars.

10. On December 10, 2020, the Petitioners obtained an Order, among other things, extending the Stay to and including January 7, 2021, and amending the Antarctica DIP Facility in order to facilitate the extended timeline for completion of the Stalking Horse APA.

Overview of Foreign Proceedings

11. At present, there are related ongoing foreign proceedings in the United States (Minnesota), France, and Spain.

12. Pursuant to an order granted October 29, 2020 by the United States Bankruptcy Court for the District of Minnesota (the "**US Court**"):

- (a) these CCAA proceedings were recognized as "foreign non-main proceedings" pursuant to Chapter 15 of the Bankruptcy Code (the "**Chapter 15 Proceedings**");
- (b) the Initial Order (as amended up to that date) was recognized pursuant to the United States Bankruptcy Code, including with respect to the Stay; and
- (c) UrtheCast Corp. was recognized as "Foreign Representative" pursuant to the Bankruptcy Code in respect of the Chapter 15 Proceedings.

13. On or about October 1, 2020, the Petitioners' French subsidiary, Geosys S.A.S. commenced *redressement judiciaire* proceedings before the Commercial Court in Toulouse, France (the "**French Proceedings**"). Generally, the French Proceedings are a form of court-supervised restructuring process that will allow Geosys S.A.S. to emerge as a going concern – a necessary component to the success of the transactions contemplated by the Stalking Horse APA. The French Proceedings and certain other working capital requirements under French law have been funded by borrowings under the Antarctica DIP Facility.

14. On November 26, 2020, one of the Petitioners' Spanish subsidiaries, DOT Imaging, S.L.U., filed for pre-insolvency proceedings with the Commercial Court of Madrid, and on December 15, 2020, two other subsidiaries, UrtheCast Imaging, S.L.U. and Deimos Imaging, S.L.U. (collectively with DOT Imaging, S.L.U., the "**Spanish Subsidiaries**"), also filed for pre-insolvency proceedings with the same court. It is currently anticipated that these pre-insolvency proceedings (the "**Spanish Proceedings**") will result in a sale of substantially all of the Spanish

Subsidiaries' assets, the proceeds of which will flow to the ranking secured creditor of the Spanish Subsidiaries, Banco de Sabadell, S.A. While the Spanish Proceedings do not impact the assets subject to either the Stalking Horse APA or the SAR APA, they are essential to the transition or wind down of the Petitioners' global operations.

The Stalking Horse APA

15. The Stalking Horse Bid approved by the SISP Order contemplates the acquisition of the Petitioners' UrtheDaily Constellation and UrthePipeline business units through one or more special purpose entities affiliated with Antarctica. Broadly speaking, these assets and operations include the development of number of Earth imaging orbital satellites, and a customer platform to access and analyze the data produced by these satellites, including services provided through the Petitioners' Geosys subsidiaries operating or having interests in other jurisdictions, including France, Australia, Brazil, and the United States, in addition to the Canadian operations.

16. No qualified bids were received by the Monitor in respect of the assets subject to the Stalking Horse APA. Accordingly, since the November 6, 2020 Phase 1 Bid Deadline contemplated by the General SISP, the Petitioners, Antarctica, the Monitor, and the parties' respective legal advisors, worked diligently to negotiate the Stalking Horse Bid into the definitive Stalking Horse APA that was executed on December 10, 2020. At this time, the Stalking Horse APA remains subject to the approval of this Court pursuant to the CCAA. Key provisions of the Stalking Horse APA include:

- (a) The Stalking Horse Purchasers will acquire the Acquired Subsidiaries (being the Geosys group of companies), the Acquired Assets (as outlined above) and assume the Assumed Liabilities, described below (such capitalized terms are defined in the Stalking Horse APA).
- (b) As discussed in further detail below, the Stalking Horse Vendors' right, title and interest in and to the Geosys Purchase Agreement and the Winfield Solutions Licenses, as defined in the Stalking Horse APA, will be assigned to one or more of the Stalking Horse Purchasers pursuant to the Land O'Lakes Assignment Order sought in this application.

- (c) The Purchase Price for the Acquired Assets is \$61,371,434, comprised of the following components (subject in all cases to the terms of the Stalking Horse APA):
 - (i) \$1,000,000 in cash consideration payable upon closing;
 - (ii) The Stalking Horse Purchasers' assumption of the Assumed Liabilities, which include:
 - (A) The assumption of the Geosys Purchase Agreement Payment Obligations (as defined in the Stalking Horse APA), subject to the conditions set out in section 2.3(a) of the Stalking Horse APA. The assumption of the Geosys Purchase Agreement Payment Obligations includes the obligation to complete the transactions contemplated therein in accordance with their terms, unamended. The Stalking Horse APA provides that the Stalking Horse Purchasers will assume UrtheCast's current and future payment obligations under the Geosys Purchase Agreement, including with respect to the amount of approximately US\$3.5 million currently due and payable (plus ongoing accrued interest and costs), and with respect to the amount of US\$10 million which will be payable upon the Second Closing (as defined below) contemplated by the Geosys Purchase Agreement.
 - (B) The assumption of SADI Debt (as defined in the Stalking Horse APA) of \$11,689,544, subject to the conditions set out in section 2.3(b) of the Stalking Horse APA; and
 - (iii) At the election of the Petitioners' priority Secured Lenders (as defined in the Stalking Horse APA), either:
 - (A) The issuance to Participating Secured Lenders of equity interests in the post-closing operating entity, commensurate with each Secured Lender's pro rata portion of Secured Debt (as defined in the Stalking Horse APA); or

- (B) For Secured Lenders electing to be Non-Participating Secured Lenders, the cancellation of such Secured Lenders' Secured Debt, including the provision of releases in favour of the Petitioners in respect thereof,

Such "Consideration Equity Interest" election being valued at \$28,818,240.

17. The Stalking Horse APA was amended by written agreement dated as of December 22, 2020 in order to correct and update certain date references contained therein. No amendments have been made to the commercial terms described above.

18. Attached as Exhibit "A" to this Affidavit is a copy of the Stalking Horse APA, including the amendment thereto.

19. In my judgment, the transactions contemplated in the Stalking Horse APA are the best possible option for the stakeholders of the Petitioners. The Stalking Horse APA is the only realistic way to save the employment of many employees both in Canada and abroad and to preserve the enterprise value of the Petitioners. The process leading to the Stalking Horse APA was reasonable, and in the circumstances, the consideration received for the Acquired Subsidiaries and Acquired Assets is reasonable and fair.

The Land O'Lakes Assignments

20. An essential component of the successful completion of the transactions contemplated by the Stalking Horse APA is the assignment of the Stalking Horse Vendors' right, title and interest in and to the Geosys Purchase Agreement and the Winfield Solutions Licenses, pursuant to which the Petitioners are entitled to use intellectual property under license by Winfield Solutions (a Land O'Lakes affiliate), which licenses are essential to the ongoing development and ultimate success of the UrthePipeline business both pre- and post-closing. Attached as Exhibits "B" and "C" to this Affidavit respectively are copies of the Geosys Purchase Agreement and the Winfield Solutions Licenses, including all amending agreements. I note with respect to the Geosys Purchase Agreement, no fourth amending agreement was ever executed, in its place, the parties executed the fifth amending agreement.

21. By way of background, on November 6, 2018 Urthecast and Land O'Lakes entered into the Geosys Purchase Agreement. Pursuant to this agreement, on the First Closing (discussed below), Urthecast acquired an operating business unit (the "**Geosys Group**", as further defined in the Geosys Purchase Agreement). The Geosys Group includes a number of the Petitioners' subsidiaries operating or having interests in various jurisdictions, including France, Australia, Brazil, Switzerland, the United States, and Canada. The Geosys Group provides scientific-grade weather and satellite data and proven methodologies for monitoring and benchmarking agricultural crops, in support of the Petitioners' UrthePipeline business.

22. The Geosys Purchase Agreement has a bifurcated structure with two closings (the "**First Closing**" and "**Second Closing**", respectively, and as defined in the Geosys Purchase Agreement). The First Closing occurred on January 19, 2019, and resulted in transfer of title in and to the Geosys Group to UrtheCast (through its nominee). Due to the bifurcated closing structure of the Geosys Purchase Agreement, ownership of the remaining assets and interests (principally intellectual property) will only be transferred on the Second Closing.

23. The Winfield Solutions Licenses permit the Petitioners to use the intellectual property and other intangible assets that will be acquired upon the Second Closing during the interim period between the First Closing and Second Closing. Therefore, in order for the Stalking Horse Purchasers to obtain full enjoyment of the rights to which the Petitioners are a party, the assignment of the Petitioners' right, title, and interest in and to both the Geosys Purchase Agreement and the Winfield Solutions Licenses is necessary.

24. The aggregate purchase price under the Geosys Purchase Agreement was US\$20,000,000, payable by Urthecast in installments. The first instalment of US\$5,000,000, was paid on the First Closing. Following partial payment of the second installment amount, it was agreed pursuant to the Fifth Amendment to the Geosys Purchase Agreement that the remaining second installment amount of US\$3,500,000 would be due and payable on October 1, 2020 (together with interest and certain costs, the "**Second Installment**"). The Second Installment remains due and payable at this time, and interest continues to accrue at a rate of US\$959 per day. A third installment of US\$10,000,000 is on the Second Closing. As indicated herein, the Stalking Horse APA contemplates that the Stalking Horse Purchasers will assume all of UrtheCast's obligations under

the Geosys Purchase Agreement, both with respect to payment of amounts in arrears and future amounts.

25. The ability of the Geosys Group to continue to benefit from the Winfield Solutions Licenses in order to continue the development of the technologies relating to the satellite constellation and user data platform is essential to the timely launch of these technologies to market, and thus represents a significant portion of the value to be acquired by the Stalking Horse Purchasers in this transaction.

26. For this reason, the Land O'Lakes Assignment Order sought in the present application represents an essential component of the success of the Stalking Horse APA transaction; there is no viable prospect of completing the Stalking Horse APA without the Land O'Lakes Assignment Order. If the Land O'Lakes Assignment Order is not granted, the likely result would be the termination of the Stalking Horse APA, the failure of the General SISP, and, absent the necessary funding for these CCAA Proceedings to continue, the conversion of these proceedings to a liquidation of the Petitioners' assets for the benefit of creditors pursuant to the *Bankruptcy and Insolvency Act*, which would result in loss of jobs in Canada and abroad, and the destruction of considerable going-concern value.

27. In my judgment, the proposed assignments will benefit the counterparties to the contracts. It is highly likely that the assignees will continue operating the business and will be able to meet all of their obligations under the Geosys Purchase Agreement and the Winfield Solutions Licenses on a go-forward basis. The Stalking Horse APA contemplates that most of the skilled employees and majority of the executive team of UrtheCast will transfer to the purchaser operating entity in order to continue normal course operations of the business, post-closing. Ownership of the Acquired Subsidiaries in the Geosys Group will also transfer to the Stalking Horse Purchasers upon closing, and, subject to the completion of the French Proceedings, the ongoing work in developing the UrtheDaily Constellation and UrthePipeline application will continue in the normal course. In addition, any outstanding arrears will be paid on closing of the restructuring transaction.

28. However, during the pendency of these CCAA Proceedings, Land O'Lakes has taken steps that threaten the Petitioners' ongoing efforts to complete the Stalking Horse APA. In particular:

- (a) After weeks of constructive discussions towards a consensual assignment of the Geosys and Winfield Agreements, Land O'Lakes unexpectedly delivered a letter on November 24, 2020 (the "**November 24 Letter**") indicating it was no longer amenable to a consensual assignment and intended to terminate the agreements immediately, notwithstanding the Stay. No reasons were provided for this change in tack. A copy of the November 24 Letter is attached as Exhibit "D" to this Affidavit.
- (b) On November 25, 2020, the Petitioners issued a letter in response to the November 24 Letter, advising of their intention to pursue an assignment of the Geosys and Winfield Agreements notwithstanding Land O'Lakes opposition, and advising that the Stay prevented Land O'Lakes from taking any unilateral actions under or in respect of the Geosys and Winfield Agreements without the Petitioners' prior consent. A copy of this letter is attached as Exhibit "E" to this Affidavit.
- (c) Also on November 25, 2020, the Monitor wrote to Land O'Lakes, stating that, in the Monitor's opinion, Land O'Lakes was prevented from terminating the agreement due to the Stay. The Monitor requested that Land O'Lakes explain its position on the matter and indicated its desire to arrange a virtual meeting or telephone call. A copy of this letter is attached as Exhibit "F" to this Affidavit.
- (d) On or about December 11, 2020, the Geosys Group issued draft statements of work relating to work to be completed by the Geosys Group in the first quarter of 2021 ("**SOWs**") in the normal course to Winfield Solutions. However, on December 13, 2020, Land O'Lakes informed the Geosys Group that, for the first time ever, the SOWs were being rejected. Land O'Lakes did not give any reasons for such rejection. In the normal course, Land O'Lakes was to have issued purchase orders to the Geosys Group in respect of the SOWs in order to facilitate the issuance of proper invoices by the Geosys Group, however no such purchase orders were issued. Copies of the draft SOW's and Land O'Lakes rejection of them are attached, respectively, as Exhibits "G" and "H" to this Affidavit.

- (e) On December 16, 2020, despite not receiving purchase orders in the normal course from Land O'Lakes, the Geosys Group issued invoices (the "**December 16 Invoices**") in an aggregate amount of US\$2,525,000 corresponding to the SOWs. Invoiced amounts are payable in advance of the commencement of the Q1 2021 work. Copies of the December 16 Invoices are attached as Exhibit "I" to this Affidavit.
- (f) Also on December 16, 2020, the Petitioners wrote to counsel for Land O'Lakes and Winfield Solutions to advise that the rejection of the SOWs was contrary to the terms of the Winfield Solutions Licenses, and therefore in breach of the Stay. A copy of this letter is attached as Exhibit "J" to this Affidavit.
- (g) By letter dated December 22, 2020, Winfield Solutions responded to the Petitioners' December 16, 2020 letter, taking the position that the Invoices were not valid under the terms of the Winfield Solutions Licenses because they did not reference any purchase orders (which, as explained above, have been withheld by Land O'Lakes), and that Winfield Solutions had no obligation to pay the December 16 Invoices either by January 1, 2021 or at all. A copy of this letter is attached as Exhibit "K" to this Affidavit.
- (h) By letter dated December 23, 2020, Land O'Lakes responded to the Monitor's November 25, 2020 letter, alleging a number of defaults under the Geosys Purchase Agreement and the Winfield Solutions Licenses. A copy of this letter is attached as Exhibit "L" to this Affidavit.
- (i) The Petitioners responded to both the December 22 and December 23 letters in a letter dated December 24, 2020. In response to the December 22 letter and the issues raised by Winfield Solutions respecting the December 16 Invoices, the Petitioners noted that they had followed the usual invoicing processes, but for Winfield Solutions' withholding of the purchase orders, and reminded Winfield Solutions of its obligation to make payment quarterly, in advance of services being provided. In response to the December 23 letter, the Petitioners denied any breach of the Geosys Purchase Agreement and the Winfield Solutions Licenses, except

those arising as a result of the Petitioners' CCAA filing, and those monetary defaults that will be cured by the Land O'Lakes Assignment Order. A copy of this letter is attached as Exhibit "M" to this Affidavit. Despite the Petitioners' request to receive properly issued purchase orders, as of today's date, no such purchase orders have been provided by Land O'Lakes.

29. In accordance with the Geosys and Winfield Agreements, the December 16 Invoices amount of US\$2,525,000 (the "**Invoice Amount**") is payable in advance, prior to the provision of Q1 2021 services by the Geosys Group. As indicated above in paragraph 24, there is currently an amount due and payable to Land O'Lakes under the Geosys Purchase Agreement in respect of the Second Installment amount. As at January 6, 2020 the Second Installment amount payable will be US\$3,976,301, with interest accruing at US\$959 each day (the "**Second Installment Amount**").

30. I am advised by Chandra Patel, and do believe that, in the event that the Invoice Amount has not been paid by Land O'Lakes at the time of completion of the Stalking Horse APA, the Stalking Horse Purchasers intend to set off the Invoice Amount against the Second Installment Amount prior to paying any amounts to Land O'Lakes.

Government Approvals

31. In connection with the satisfactions of certain conditions precedent to closing under both the Stalking Horse APA and the SAR APA, and at the request of various parties, the Petitioners have engaged in discussions with various Canadian government agencies with oversight of the Petitioners' business and certain assets.

32. In particular, the Ministry of Innovation, Science and Economic Development ("**ISED**"), has provided funding to the Petitioners' through its Strategic Aerospace and Defence Initiative ("**SADI**") program pursuant to agreement number 511089 dated as of February 9, 2017 between UrtheCast and ISED (the "**SADI Loan Agreement**"). The SADI Loan Agreement is confidential in accordance with its terms, and a copy of this agreement will be filed under seal in connection with the Petitioners' present application.

33. As stated above, subject to the satisfaction of the conditions set out in Section 2.3(b) of the Stalking Horse APA, the Stalking Horse Purchasers intend to assume the Petitioners' current outstanding obligations under the existing SADI Loan Agreement.

34. In order to promote the completion of the transactions contemplated by the Stalking Horse APA, the approval and vesting order sought will, upon closing, vest the subject assets in the Stalking Horse Purchasers free and clear of any restrictions arising from the SADI Loan Agreement. All intellectual property applicable to the SADI Loan Agreement is fully owned by the Petitioners, and ISED does not have any proprietary interest in these assets.

Sealing Order for Confidential Schedules of the Stalking Horse APA

35. Confidential Schedules 2.3(d), 2.3 (f), and 4.17 (the "**Confidential APA Appendices**") of the disclosure letter accompanying the Stalking Horse APA contain confidential personal information relating to certain of UrtheCast's employees that will transfer employment to the Stalking Horse Purchaser upon the closing of the Stalking Horse APA.

36. Additionally, the SADI Loan Agreement (together with the Confidential APA Appendices, the "**Confidential Documents**"), is, by its own terms, confidential. To preserve the parties' confidentiality rights, it is proposed that the SADI Loan Agreement be filed under seal.

37. The Petitioners, with the support of the Monitor, request an order that the Confidential Documents be filed under seal.

The SAR APA

38. As part of the order approving the General SISP, the Court approved a marketing process for the Petitioners' assets that were not the subject of the Stalking Horse Bid, and particularly the assets and operations relating to the synthetic aperture radar ("**SAR**") technology being developed by the Petitioners (the "**SAR Assets**"). Broadly speaking, the business unit relating to the SAR Assets is developing a next-generation satellite imaging technology intended to be deployed in orbital satellites that are currently under construction.

39. Prospective purchasers of the SAR Assets were granted access to a data room established by the Monitor, which included a template form of asset purchase agreement prepared by the Petitioners, in consultation with the Monitor for the purchase and sale of the SAR Assets.

40. Three offers were received for the SAR Assets by the Phase 1 Bid Deadline. In accordance with the General SISP, the Monitor conducted an auction on November 23, 2020. Two of the entities that had submitted qualified offers participated in the SAR Asset auction, and an initial bid price of \$750,000 was imposed pursuant to the auction rules developed by the Monitor in accordance with the General SISP. After several rounds of bidding, the Monitor determined that the SAR Purchaser was the winner of that auction, with a winning bid of \$1,225,000.

41. Accordingly, the Petitioners and the SAR Purchaser executed the SAR APA in the agreed form shortly following the completion of the auction on November 23, 2020.

42. Attached as Exhibit "N" to this Affidavit is a copy of the SAR APA.

43. In my judgment, the process leading to the SAR APA was a reasonable, and the consideration received for the SAR Assets is reasonable and fair, taking into account market circumstances.

Discussions with Key SAR APA Stakeholders

44. As set out in my Affidavit #1, Royal Bank of Canada ("**RBC**") and Export Development Canada ("**EDC**") have registered PPSA security interest in respect of UrtheCast in connection with the completion of the OptiSar Contract, which, as described in my Affidavit #1, relates to the completion of the assets subject to the SAR APA.

45. UrtheCast maintains letters of guarantee with RBC under separate facilities in the amounts of \$5,058,500 and \$4,358,000, which amounts are then guaranteed by EDC.

46. In connection with the completion of the SAR APA, it is the intention of the Petitioners, the SAR Purchaser, and the counterparty to the OptiSar Contract (an agency of the Kingdom of Saudi Arabia), to effect an amendment and assignment of the OptiSar Contract to the SAR Purchaser, which would also result in the release and discharge of the secured interests held by RBC and EDC.

Release in Favour of the Petitioners' Directors and Officers

47. The Petitioners seek a release (the "**D&O Release**") of all third party claims against the Petitioners' current and former directors and officers, except for claims covered by an applicable insurance policy of the Petitioners and claims that cannot be released under s. 5.1(2) of the CCAA.

48. The D&O release will facilitate the distribution, as the directors are needed to execute documents for the Stalking Horse APA and the SAR APA to close. The closing of the Stalking Horse APA and the SAR APA will increase value to the estate, though debt forgiveness, and the secured creditors, through distribution of the equity consideration described above.

Extension of Stay

49. Pursuant to the Order made December 10, 2020, the Stay is set to expire on January 7, 2021. I am informed by counsel for the Petitioners that an extension of the stay to February 15, 2021 is necessary in order to complete the Stalking Horse APA and the SAR APA.

Hale Settlement

50. As has been previously deposed in my Prior Affidavits, Hale and the Petitioners have been involved in an ongoing dispute relating to repayment of amounts in respect of the Hale DIP Facility. The Petitioners have raised various objections that Hale has disputed.

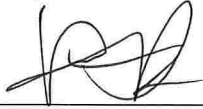
51. The Petitioners have achieved a settlement with Hale pursuant to an agreement dated December 21, 2020 (the "**Hale Settlement**"). The Hale Settlement represents a full and final consensual resolution of these matters in a manner satisfactory to the parties, and is supported by Antarctica.

52. Subject to the terms of the Hale Settlement, Hale will withdraw its application to seek leave to appeal this Court's October 16 Order.

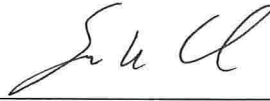
53. The Hale Settlement is conditional upon the closing of the Stalking Horse APA. Attached as Exhibit "O" to this Affidavit is a copy of the Hale Settlement, the financial terms of which have been redacted.

54. I swear this Affidavit in support of the Petitioners' restructuring efforts in this CCAA proceeding and for no other or improper purpose.

AFFIRMED BEFORE ME at the)
Vancouver, British Columbia, this 29th)
day of December, 2020)



A Commissioner for taking Affidavits in)
British Columbia)



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Schedule "A"

LIST OF PETITIONERS

1. 1185781 B.C. Ltd.
2. Deimos Imaging S.L.U.
3. DOT Imaging S.L.U.
4. Geosys Australia PTY Ltd.
5. Geosys do Brasil Sistemas de Informacao Agricolas Ltda.
6. Geosys Europe Sarl
7. Geosys Holding, ULC (was Geosys Technology Holding LLC)
8. Geosys-Int'l, Inc.
9. Geosys S.A.S.
10. UrtheCast Holdings (Malta) Limited
11. UrtheCast Imaging S.L.U.
12. UrtheCast Investments (Malta) Limited
13. UrtheDaily Corp.

This is **Exhibit "A"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020

A handwritten signature in black ink, appearing to be 'NOR', written over a horizontal line.

A Commissioner for taking Affidavits in and for
the Province of British Columbia

ASSET PURCHASE AGREEMENT
BY AND AMONG
EARTHDAILY HOLDINGS, LP,
EARTHDAILY CANADA HOLDINGS CORP.,
EARTHDAILY CANADA LIMITED PARTNERSHIP,
URTHECAST CORP.,
1185729 B.C. LTD.,
1185781 B.C. LTD.
AND
URTHECAST USA INC.

Dated as of December 10, 2020

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of December 10th, 2020 (the “Effective Date”), by and among EarthDaily Holdings, LP, a Delaware limited partnership (“Purchaser Holdco”), EarthDaily Canada Holdings Corp. (formerly 1269336 B.C. Ltd.), a British Columbia corporation (“Can Purchaser”), EarthDaily Canada Limited Partnership, a British Columbia limited partnership (“Can Purchaser SPV” and, together with Purchaser Holdco and Can Purchaser, “Purchasers”), UrtheCast Corp., an Ontario corporation (“UrtheCast”), 1185729 B.C. Ltd., a British Columbia corporation and a wholly-owned subsidiary of UrtheCast (“729”), 1185781 B.C. Ltd., a British Columbia corporation and an indirect wholly-owned subsidiary of UrtheCast (“781”) and UrtheCast USA Inc., a Delaware corporation and a direct wholly-owned subsidiary of UrtheCast (“UrtheCast USA” and together with UrtheCast, 729 and 781, “Sellers”).

WHEREAS, UrtheCast is a geospatial and geoanalytics data services company and Sellers are engaged, directly and indirectly through the Acquired Entities (as defined below), in the business of providing satellite imaging, data services and geo-analytics through a range of products and services to customers in a variety of markets, including agriculture, forestry, environment, and defense and intelligence (the “Business”);

WHEREAS, on September 4, 2020 (the “Filing Date”), Sellers, UrtheCast International Corp., UrtheCast USA, Deimos Imaging S.L.U., DOT Imaging S.L.U., Geosys Australia Pty. Ltd. (“Geosys Australia”), Geosys do Brasil Sistemas de Informacao Agricolas Ltda. (“Geosys Brazil”), Geosys Europe Sarl, Geosys Holding, ULC (was Geosys Technology Holding LLC) (“Geosys Holding”), Geosys-Int’l, Inc. (“Geosys US”), Geosys S.A.S. (“Geosys France”), UrtheCast Holdings (Malta) Limited, UrtheCast Imaging S.L.U., UrtheCast Investments (Malta) Limited, UrtheDaily Corp. (collectively, the “Applicants”) obtained an Initial Order (the “Initial Order”) under the *Companies’ Creditors Arrangement Act* (Canada) (“CCAA”) from the Supreme Court of British Columbia (the “CCAA Court”) that, among other things, commenced the CCAA proceedings (the “CCAA Proceedings”) and granted an initial stay of proceedings in respect of the Applicants (the “Stay”). The Initial Order was amended by subsequent orders issued and entered by the CCAA Court, dated as of September 14, 2020, September 23, 2020, October 2, 2020 and October 16, 2020 (as amended and restated from time to time, the “Amended and Restated Initial Order”), in order to, among other things, extend the Stay;

WHEREAS, on October 13, 2020, Antarctica Infrastructure Partners, LLC (“Purchaser Parent”), UrtheCast, 729 and 781 entered into a non-binding letter of intent (the “LOI”) that contemplated, among other things, that such parties would commence negotiations of this Agreement on terms and conditions consistent with those set forth in a stalking horse term sheet appended as Exhibit A to the LOI (the “Stalking Horse Term Sheet”);

WHEREAS, the Stalking Horse Term Sheet contemplated that the Purchasers would act as a “stalking horse bidder” in connection with the sale investor and solicitation process (the “SISP”) for the Business and Designated Assets (as defined in the SISP Order). The SISP did not generate a superior bid and the Sellers and, the Purchasers have agreed that the Purchasers will purchase the Sellers’ right, title and interest in and to the Acquired Assets (as defined below) and assume the Assumed Liabilities (as defined below) on the terms and subject to the conditions set

forth in this Agreement, in accordance with the SISP and subject to obtaining the Sale Order (as defined below) (the “Acquisition”);

WHEREAS, on October 16, 2020, the Applicants obtained the SISP Order from the CCAA Court which (a) approved the SISP and (b) approved the Disposition Amount;

WHEREAS, in satisfaction of a condition to the willingness of Purchasers to enter into this Agreement, Can Purchaser, Purchaser Parent, Sellers and each of the Consenting Secured Lenders have entered into a support agreement dated as of October 13, 2020 (the “Support Agreement”) pursuant to which the Consenting Secured Lenders have agreed to support the completion of the transactions contemplated herein in accordance with their terms; and

WHEREAS, the Parties desire to consummate the Acquisition as promptly as practicable following the satisfaction of the conditions precedent set out herein, including the issuance by the CCAA Court of the Sale Order.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

1.1 Specific Definitions. Capitalized terms used herein shall have the meanings set forth below:

“729” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“781” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“Acquired Assets” shall have the meaning ascribed thereto in Section 2.1.

“Acquired Entities” means, collectively, the Acquired Subsidiaries and each Subsidiary of the Acquired Subsidiaries, and “Acquired Entity” means any one of them.

“Acquired Subsidiaries” shall have the meaning ascribed thereto in Section 2.1(a).

“Acquisition” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“Action” means any litigation (in Law or in equity), arbitration, mediation, action, lawsuit, proceeding, written complaint, written charge, written claim, written demand, hearing, investigation or like matter (whether public or private) commenced, brought, conducted, or heard before or otherwise involving any Governmental Body, whether administrative, judicial or arbitral in nature.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common

control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise. For the avoidance of doubt, neither of the Purchasers is an Affiliate of Sellers for purposes of this Agreement or otherwise.

“Agreement” means this Asset Purchase Agreement, including all Schedules hereto and the Sellers Disclosure Letter, as it may be further amended from time to time in accordance with its terms.

“Alternate Transaction” shall have the meaning ascribed thereto in Section 11.3(a).

“Amended and Restated Initial Order” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“Ancillary Documents” means any certificate, agreement, document or other instrument (other than this Agreement) to be executed and delivered by a Party in connection with the consummation of the transactions contemplated by this Agreement.

“Antitrust Laws” means the *Competition Act* and any competition, merger control and antitrust Law of any other applicable supranational, national, federal, state, provincial or local Law designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolizing or restraining trade or lessening competition of any other country or jurisdiction, to the extent applicable to the transactions contemplated by this Agreement.

“Applicants” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“Assigned Contracts” shall have the meaning ascribed thereto in Section 2.5(a)(ii).

“Assignment and Assumption Agreement” shall have the meaning ascribed thereto in Section 10.2(b).

“Assignment and Assumption of Leases” shall have the meaning ascribed thereto in Section 10.2(e).

“Assignment Order” means an Order of the CCAA Court made in the CCAA Proceedings, in form and substance acceptable to Parties, acting reasonably, assigning to the applicable Purchasers the rights and obligations of Sellers under an Assigned Contract for which a consent, approval or waiver necessary for the assignment of such Assigned Contract has not been obtained.

“Assignment Order Contracts” means, collectively, those Contracts to which a Seller is a party or beneficiary and specified as “Assignment Order Contracts” in Section 2.5(c) of the Sellers Disclosure Letter, as may be modified from time to time after the date of this Agreement pursuant to Section 2.5.

“Assumed Liabilities” shall have the meaning ascribed thereto in Section 2.3.

“Assumed Plans” shall have the meaning ascribed thereto in Section 7.2(a).

“Auction” shall have the meaning ascribed to such term by the SISP.

“Authorization” means with respect to any Person, any order, permit, approval, consent, waiver, license, registration, qualification, certification or similar authorization of any Governmental Body having jurisdiction over the Person.

“Break Fee Charge” means a priority charge in favour of Purchasers over the Property (as defined in the Amended and Restated Initial Order) of the Applicants granted by the CCAA Court pursuant to the Amended and Restated Initial Order, as contemplated by the SISP to secure the payment by Sellers of the Disposition Amount and the Expense Reimbursement Amount pursuant to this Agreement, which charge shall rank in priority to all Encumbrances in respect of the Property other than the Administration Charge, the Antarctica DIP Lender’s Charge, the Hale DIP Lender’s Charge, the Interim DIP Lender’s Charge and the Directors’ Charge (each as defined in the Amended and Restated Initial Order).

“Business” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“Business Day” shall mean any day other than a Saturday, a Sunday, or a statutory holiday in New York City, New York, U.S.A. or Vancouver, British Columbia, Canada.

“Can Purchaser” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“Can Purchaser SPV” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“Cash Purchase Price” shall mean an amount equal to \$1,000,000.

“CCAA” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“CCAA Court” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“CCAA Proceedings” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“Claims” means any and all claims, charges, lawsuits, demands, directions, Orders, suits, inquires made, hearings, judgments, warnings, investigations, notices of violation, notice of noncompliance, litigation, proceedings, arbitration, assessment for Taxes or other amounts owed or other disputes, whether civil, criminal, administrative, regulator or otherwise.

“Closing” shall have the meaning ascribed thereto in Section 10.1.

“Closing Date” means the date on which the Closing shall occur.

“Closing Time” means the time of Closing on the Closing Date.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Collective Agreement” means any collective agreement, letter of understanding, letter of intent or any other similar Contract with or commitment to any trade union, employee association, labour organization or similar entity.

“Competition Act” means the *Competition Act* (Canada), as amended.

“Conditions Certificate” shall have the meaning ascribed thereto in Section 10.4.

“Confidentiality Agreement” shall have the meaning ascribed thereto in Section 6.3.

“Confirmatory IP Assignment” shall have the meaning ascribed thereto in Section 10.2(f).

“Consenting Secured Lenders” means, collectively, Bolzano Investments Limited, Lunar Ventures Inc. and SMF Investments Limited.

“Contaminants” means any noise, heat, vibration or Hazardous Materials that can be discharged into or be present in the Environment.

“Contract” means any written or oral contract, purchase order, service order, sales order, indenture, note, bond, lease, sublease, license, understanding, instrument, undertaking or other agreement, arrangement or commitment, whether express or implied, other than Authorizations.

“Creditor Aggregator LP” means EarthDaily Creditor Aggregator LP.

“Consideration Equity Interests” means 100% of the outstanding limited partnership interests in Creditor Aggregator LP as of the Closing Date.

“Cure Amount” means, in respect of the Assigned Contracts, all amounts, costs and expenses required to be paid by Sellers or set-off against obligations owing by a counterparty to Sellers at Closing to remedy all of Sellers’ monetary defaults in relation to the Assigned Contracts as may be required pursuant to the Assignment Order or otherwise required to secure a counterparty’s or any other necessary Person’s consent to the assignment of an Assigned Contract, and includes any other fees and expenses required to be paid to a counterparty or any other Person to effect an assignment of an Assigned Contract.

“Data Room” means the material contained in the virtual data room established by Sellers in connection with the SISP as of 5:00 p.m. (Vancouver time) on or about December 8th, 2020.

“Deposit” means \$1.00.

“Designated Purchaser” shall have the meaning ascribed thereto in Section 12.11.

“DIP Agreed Weekly Budget” shall have the meaning ascribed to the “Agreed Weekly Budget” in the DIP Facility Credit Agreement.

“DIP Facility” means the interim senior secured financing facility evidenced by the DIP Facility Credit Agreement, entered into to provide financing during the pendency of the CCAA Proceedings, as the same may be amended, restated or supplemented from time to time.

“DIP Facility Credit Agreement” means the DIP Facility Loan Agreement dated as of October 1, 2020, and approved by the CCAA Court pursuant to the Amended and Restated Initial Order.

“DIP Lender” means AIP UrtheCast Limited Partnership.

“Disposition Amount” shall have the meaning ascribed thereto in Section 11.3(a)(ii).

“Documents” means all of Sellers’ books, records and other information in any form relating to the UrtheCast Target Businesses or the Acquired Assets, including accounting books and records, sales and purchase records, supplier proposals, lists of suppliers and customers, lists of potential customers, credit and pricing information, collection information, personnel and payroll records of Employees, Tax records, business reports, plans and projections, marketing and advertising materials, research and development reports and records, technical reports, technical specifications, project management documents, financial records, and all other records, books, documents and data bases recorded or stored by means of any device, including in electronic form, relating to the UrtheCast Target Businesses, the Acquired Assets or the Employees, and other similar materials, in each case, whether in electronic, paper or other form, but excluding Sellers’ corporate charter, minute and stock record books, and corporate seal.

“Effective Date” shall have the meaning ascribed thereto in the Preamble hereof.

“Employee” means an individual who, as of the applicable date, is employed by Sellers or their Subsidiaries in connection with the UrtheCast Target Businesses.

“Employee Plan” means all employee benefit, welfare, supplemental unemployment benefit, bonus, pension, profit sharing, executive compensation, current or deferred compensation, incentive compensation, stock compensation, stock purchase, stock option, stock appreciation, phantom stock option, savings, vacation pay, severance or termination pay, retirement, supplementary retirement, hospitalization insurance, salary continuation, legal, health or other medical, dental, life, disability or other insurance (whether insured or self-insured) plan, program, agreement or arrangement, including post-retirement health and life insurance benefit plans, and every other written or oral benefit plan, program, agreement or arrangement sponsored, maintained or contributed to or required to be contributed to by the Sellers or any of their Subsidiaries for the benefit of the Employees or former Employees and their dependents or beneficiaries by which the Sellers or any of their Subsidiaries are bound or with respect to which the Sellers or any of their Subsidiaries participate or have any actual or potential Liability (excluding, for greater certainty, any statutory benefits plan).

“Encumbrance” means any lien, encumbrance, Claim, Equity Claim, right, demand, charge, mortgage, deed, deed of trust, statutory, constructive or deemed trust, lease, option, pledge, security interest or similar interest, title defect, assignment, hypothecation, easement, right of way, restrictive covenant, encroachment, right of first refusal, pre-emptive right, proxy, voting trust or agreement, transfer restriction under any shareholder agreement or similar agreement, judgment, conditional sale or other title retention agreement or other imposition, imperfection or defect of title or restriction on transfer or use of any nature whatsoever.

“Environment” means the components of the earth, and includes: (a) land, water, and air, including all layers of the atmosphere, (b) all organic and inorganic matter and living organisms, and (c) the interacting natural systems that include components referred to in paragraphs (a) and (b).

“Environmental Law” means any Law or Regulation which is related to or which regulates or otherwise imposes obligations, liability or standards of conduct concerning the Environment, health and safety, discharges, Contaminants, reclamation and restoration, Releases or threatened Releases of Contaminants, including Hazardous Materials, into the Environment or otherwise relating to the manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling of Hazardous Materials.

“Equity Claim” has the same meaning as in the CCAA.

“Excluded Assets” shall have the meaning ascribed thereto in Section 2.2.

“Excluded Contracts” means, collectively, those Contracts to which a Seller is a party or beneficiary and specified as “Excluded Contracts” in Section 2.5(d) of the Sellers Disclosure Letter, as may be modified from time to time after the date of this Agreement pursuant to Section 2.5.

“Excluded Liabilities” shall have the meaning ascribed thereto in Section 2.4.

“Expense Reimbursement Amount” means the aggregate amount of all reasonable and documented out of pocket costs, expenses and fees incurred by Purchasers or any Purchaser Related Party (including, for the avoidance of doubt, such costs, expenses and fees incurred by Purchaser Parent and its Affiliates) in connection with evaluating, negotiating, documenting and performing the transactions contemplated by this Agreement and the Ancillary Documents, including fees, costs and expenses of any professionals (including financial advisors, outside legal counsel, accountants, experts and consultants) retained by or on behalf of Purchasers or any Purchaser Related Party in connection with or related to the authorization, preparation, investigation, negotiation, execution and performance of this Agreement, the transactions contemplated hereby, including the CCAA Proceedings and other judicial and regulatory proceedings related to such transactions, which amount shall be secured by the Break Fee Charge and shall be payable as set forth in Section 11.3.

“Filing Date” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“Final Order” means an action taken or order issued by the CCAA Court or other applicable Governmental Body as to which: (i) no request or motion for stay of the action or order is pending, no such stay is in effect, and, if any deadline for filing any such request or motion is designated by statute or regulation, it is passed, including any extensions thereof; (ii) no petition or motion for rehearing or reconsideration of the action or order, or protest of any kind, is pending before the Governmental Body and the time for filing any such petition or motion is passed; (iii) the Governmental Body does not have the action or order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or order is not then under judicial review or appeal, there is no notice of leave to appeal, appeal or other

motion or application for judicial review pending, and the deadline for filing such notice of appeal or other motion or application for judicial review has passed, including any extensions thereof.

“France Continuation Plan” means the continuation plan (plan de continuation) to be prepared by the receiver (Administrateur Judiciaire) of Geosys France with the assistance of UrtheCast in application of Articles L. 631-19 and seq. of the French Commercial Code, as approved by the Commercial Court of Toulouse which plan will, *inter alia*, (i) acknowledge the validity, continuity and enforceability of the Geosys Purchase Agreement and the Winfield Solutions Licences, and/or (ii) recognise the Land O’Lakes Assignment Order or the and O’Lakes Assignment Order’s effects relating to the assignment of the Geosys Purchase Agreement and the Winfield Solutions Licences.

“France Order” means le jugement en date du 1er octobre 2020 du Tribunal de Commerce de Toulouse ouvrant une procedure de Redressement Judiciaire a l’egard de la societe GEOSYS, SASA., as amended, supplemented and modified from time to time.

“Geosys Australia” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“Geosys Brazil” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“Geosys France” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“Geosys Holding” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“Geosys Purchase Agreement” means the purchase and sale agreement dated November 6, 2018 between Land O’Lakes, UrtheCast and 781, as amended by written agreements dated December 10, 2018, January 11, 2019, November 12, 2019, March 30, 2020 and April 14, 2020.

“Geosys Purchase Agreement Cure Amount” means, in respect of the Geosys Purchase Agreement, all amounts net of set-offs to which Sellers may be entitled to make in accordance with the Land O’Lakes Assignment Order, interest, costs and expenses required to be paid by Purchasers to Land O’Lakes to remedy all of Sellers’ monetary defaults in relation to the Geosys Purchase Agreement as may be required pursuant to the Land O’Lakes Assignment Order or otherwise required to effect the assignment of the Geosys Purchase Agreement or otherwise to satisfy the Land O’Lakes Condition, and includes any other fees and expenses required to be paid to Land O’Lakes or any other Person to effect the assignment of the Geosys Purchase Agreement or otherwise to satisfy the Land O’Lakes Condition.

“Geosys Purchase Agreement Payment Obligations” means UrtheCast’s obligations under the Geosys Purchase Agreement to pay US\$10,000,000 in respect of the final installments payable to Land O’ Lakes thereunder and any assumed past due expenses.

“Geosys US” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“GoC Financing Condition” shall have the meaning ascribed thereto in Section 2.3(b).

“Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, board, commission, tribunal, agency or political subdivision thereof of any nature, whether national, international, multi-national, supra-national, foreign, federal, state, provincial, territorial or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

“GST” means goods and services tax, including harmonized sales tax, payable under the GST Legislation, together with any other similar goods and services, provincial sales, social services or other value-added tax imposed under the legislation of any province of Canada.

“GST Legislation” means Part IX of the *Excise Tax Act* (Canada), as amended from time to time.

“Guarantee” means any guarantee or other contingent liability, direct or indirect, with respect to any Indebtedness or obligations of another Person, through a Contract or otherwise.

“Hazardous Material” means any substance, material, emission or waste which is defined, regulated, listed or prohibited by any Governmental Body, including petroleum and its by-products, asbestos, polychlorinated biphenyls and any material, waste or substance which is defined or identified as a “hazardous waste,” “hazardous substance,” “hazardous material,” “restricted hazardous waste,” “industrial waste,” “solid waste,” “contaminant,” “dangerous good”, “deleterious substance”, “greenhouse gas emission”, “pollutant,” “toxic waste” or “toxic substance” or words of similar import or otherwise regulated under or subject to any provision of Environmental Law.

“IFRS” means generally accepted accounting principles as set out in the CPA Canada Handbook – Accounting for an entity that prepares its financial statements in accordance with International Financial Reporting Standards as applied by the International Accounting Standards Board, at the relevant time, applied on a consistent basis.

“Indebtedness” means, with respect to any Person, (a) all liabilities of such Person for borrowed money, whether secured or unsecured, including all outstanding principal, interest, fees and other amounts payable with respect thereto (including, for the avoidance of doubt, any prepayment penalties, make-whole payments or breakage fees associated with the payment of such borrowed money), (b) all liabilities of such Person evidenced by notes, debentures, bonds or similar instruments, including all outstanding principal, interest, fees and other amounts payable with respect thereto (including, for the avoidance of doubt, any prepayment penalties, make-whole payments or breakage fees associated with the payment thereof), for the payment of which such Person is responsible, (c) all obligations of such Person for the deferred purchase price of property or services (including “earn out” payments), all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement; (d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction, but excluding any obligations that are fully discharged at the Closing, (e) obligations under any interest rate, currency or other hedging arrangement or derivatives transaction, (f) all obligations of such Person with respect to the posting of collateral and similar obligations or as obligor, guarantor, surety or otherwise, including pursuant to “keep well” agreements, agreements

to maintain or contribute cash or capital to any Person or other similar agreements or arrangements, but excluding any such obligations that are fully discharged at the Closing; and (g) any change of control payments or prepayment premiums, penalties, charges or equivalents thereof with respect to any obligations of the type referred to in clauses (a) through (f) that are required to be paid at the time of, or the payment of which would become due and payable solely as a result of, the execution of this Agreement or the consummation of the transactions contemplated hereby.

“Initial Order” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“Intellectual Property” means technology and information of whatever nature or kind, in all cases whether or not subject to any Intellectual Property Rights and whether or not fixed in any medium or reduced to practice, including without limitation (i) Software, Source Code and source materials; (ii) business names, trade names, domain names, trading styles, logos, trade secrets, industrial designs and copyrights; (iii) inventions, formulae, product formulations, processes and processing methods, technology, algorithms, and techniques; (iv) know-how, trade secrets, research and technical data; and (v) software, studies, findings, algorithms, instructions, guides, manuals and designs.

“Intellectual Property Rights” means: (i) any and all worldwide Proprietary rights provided under (A) patent law, (B) copyright law, (C) trade-mark law, (D) design patent or industrial design law, (E) semi-conductor chip or mask work law, or (F) any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, works, or know-how, or the expression or use thereof, and including all past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing, and (ii) any and all applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing.

“Key Employees” shall have the meaning ascribed thereto in Section 8.12.

“Knowledge of Sellers” or “Sellers’ Knowledge” means, with respect to any matter, the actual knowledge, after due inquiry, of each of the individuals set forth in Section 1.1 of the Sellers Disclosure Letter.

“Land O’Lakes” means Land O’Lakes, Inc., a cooperative association duly incorporated under the laws of the State of Minnesota.

“Land O’Lakes Assignment Order” shall have the meaning ascribed thereto in Section 2.3(a).

“Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, treaty, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

“Liability” means, as to any Person, any debt, Claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility,

obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute “or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

“Licensed IP” means all Intellectual Property and Intellectual Property Rights, other than Owned IP, that are used in, or otherwise directly related to, or required to complete and operate, the UrtheCast Target Businesses.

“LOI” shall have the meaning ascribed thereto in the Recitals to this Agreement.

“Mandatory Antitrust Approvals” means each of the approvals or consents of any Governmental Body, or the expiration of the applicable notice or waiting period, in each case required to consummate the Acquisition and the other transactions contemplated by this Agreement under applicable Antitrust Laws, including by means of a decision, in whatever form (including a declaration of lack of jurisdiction or a mere filing or notification, if the Closing can take place, pursuant to the applicable Antitrust Law, without a decision or the expiry of any waiting period) by any Governmental Body under the Antitrust Laws of any of any jurisdiction, authorizing or not objecting to the transactions contemplated by this Agreement, provided that any terms or conditions attached to such decision are acceptable to the Purchasers.

“Material Adverse Effect” means any event, occurrence, fact, condition, or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the UrtheCast Target Businesses, results of operations, condition (financial or otherwise), prospects, Acquired Assets or Assumed Liabilities of Sellers and their respective Subsidiaries, taken as a whole; or (b) the ability of Sellers to consummate the transactions contemplated hereby on a timely basis; provided, however, that, for the purposes of clause (a), a Material Adverse Effect shall not be deemed to include events, occurrences, facts, conditions or changes arising out of, relating to or resulting from: (i) changes generally affecting the economy or credit, financial, or securities markets; (ii) any outbreak or escalation of war or any act of terrorism; (iii) changes in applicable Law; (iv) changes in IFRS; (v) changes in political conditions; (vi) general conditions in the industry in which Sellers and their respective Subsidiaries operate; (vii) the announcement of the transactions contemplated by this Agreement; or (ix) the commencement or pendency of the CCAA Proceedings; provided further, however, that any event, change, and effect referred to in clauses (i), (ii), (iii), (iv), (v), (vi) and (vii) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such event, change, or effect has a disproportionate effect on Sellers and their respective Subsidiaries, taken as a whole, compared to other participants in the industries in which Sellers and their respective Subsidiaries conduct their businesses.

“Material Contract” means any Contract:

(a) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect;

(b) that is a partnership agreement, limited liability company agreement, joint venture agreement or similar agreement or arrangement relating to the formation, creation or operation of any partnership, limited liability company or joint venture in which Sellers or any of their Subsidiaries is a partner, member or joint venturer (or other participant) or the ability of Sellers and their Subsidiaries to develop any of their material projects

(c) under which Indebtedness for borrowed money in excess of \$25,000 is or may become outstanding or pursuant to which any property or asset of Sellers or their Subsidiaries is mortgaged, pledged or otherwise subject to an Encumbrance securing Indebtedness for borrowed money in excess of \$25,000 or under which Sellers or any of their Subsidiaries has guaranteed any liabilities or obligations of a third party in excess of \$25,000, in each case, other than any such Contract between two or more wholly-owned Subsidiaries of Sellers or between Sellers and/or one or more of their wholly-owned Subsidiaries;

(d) under which Sellers or any of the Acquired Entities is obligated to make or expects to receive payments in excess of \$25,000 over the remaining term and which are not terminable by such Seller or Acquired Entity upon 90 days' or less advance notice;

(e) that contemplates the payment of royalties, commissions, or other payments based on provision of services or sales of products during any 12-month period of \$25,000 or more, whether related to licensing or development of Intellectual Property or otherwise (but excluding all Off-the-Shelf Software);

(f) that is a confidentiality, secrecy, or non-disclosure Contract entered into outside the Ordinary Course of Business;

(g) that contains non-competition, non-solicitation, or other similar provisions;

(h) that creates an exclusive dealing arrangement or right of first offer or refusal;

(i) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds \$25,000;

(j) that is a Collective Agreement;

(k) that limits or restricts in any material respect (a) the ability of Sellers or any of their Subsidiaries to incur Indebtedness, to engage in any line of business or carry on business in any geographic area, to compete with any Person, or to engage in any merger, consolidation or other business combination, or (b) the scope of Persons to whom Sellers or any of their Subsidiaries may sell products;

(l) between Sellers or any of their Subsidiaries, on the one hand, and any director or executive officer of the Sellers or any of their Subsidiaries, on the other hand;

(m) providing for indemnification by Sellers or their Subsidiaries of another Person, other than Contracts for goods or services, Contracts with directors or officers of Sellers or their

Subsidiaries in their capacity as such or Contracts which provide for indemnification obligations of less than \$25,000;

(n) that is an employment, independent contractor or similar Contract providing for payments or benefits, or otherwise triggers material obligations, in any case solely as a result of the consummation of any of the transactions contemplated by this Agreement; or

(o) that is or would reasonably be expected to be material to Sellers and their Subsidiaries, the UrtheCast Target Businesses or the Acquired Assets, taken as a whole.

“Monitor” means Ernst & Young Inc., in its capacity as the CCAA Court-appointed Monitor in connection with the CCAA Proceedings.

“Monitor’s Certificate” means the certificate, substantially in the form attached as Schedule “C” to the Sale Order, to be delivered by the Monitor to Sellers and Purchasers on Closing and thereafter filed by the Monitor with the CCAA Court, certifying that the Monitor has received the Conditions Certificates.

“Non-Participating Secured Lender” means a Secured Lender who has elected to not receive Consideration Equity Interests in satisfaction of its Secured Debt, but has agreed to the termination, forgiveness, and cancellation of its Secured Debt prior to Closing.

“Off-the-Shelf Software” means mass marketed, non-customized Software with a replacement cost and/or annual license fee of less than \$50,000 in the aggregate.

“Open Source Materials” means any software or other technology or content (“Materials”) (i) that is distributed as “free software”, “open source software” or under a similar licensing or distribution model (including without limitation any of the licenses listed at <http://www.opensource.org/licenses>), or (ii) that contain, or are derived in any manner (in whole or in part) from, any Materials that are distributed pursuant to any license that requires, as a condition of use, modification and/or distribution of such Materials, that Materials (“Derivative Materials”) incorporated into, derived from, or distributed with such Materials be: (A) disclosed or distributed in Source Code form; (B) licensed for the purpose of making modifications or derivate works; (C) reproduced and/or redistributed at no or minimal charge; (D) permitted to be reverse engineered; (E) used only for non-commercial purposes; (F) distributed pursuant to specified license terms or accompanied by specified notices (including without limitation terms regarding limitations of liability, attribution, and/or ownership of incorporated materials); or (G) otherwise distributed on terms that impede the ability to distribute and license such Derivative Materials as the licensor of such Derivative Materials sees fit.

“Omitted Asset” shall have the meaning ascribed thereto in Section 2.6(a).

“Order” means any decree, order, injunction, rule, judgment, consent, ruling, writ, assessment or arbitration award of or by any court or Governmental Body.

“Ordinary Course of Business” means, with respect to any Person, actions that (i) are taken in the ordinary and usual course of operations of the Business consistent with past practice in effect prior to filing of the CCAA Proceedings and prior to the enactment of measures taken in response

to the COVID-19 pandemic, (ii) are taken in accordance with all applicable Laws and (iii) do not result from or arise out of and were not caused by, any breach of Contract, breach of warranty, tort, infringement or violation of Law by such Person or any Affiliate of such Person.

“Organizational Documents” means, with respect to a particular entity Person, (a) if a corporation, the articles or certificate of incorporation or notice of articles and the articles or bylaws, (b) if a general partnership, the partnership agreement and any statement of partnership, (c) if a limited partnership, the limited partnership agreement and certificate of limited partnership, (d) if a limited liability company, the articles or certificate of organization or formation and any limited liability company or operating agreement, (e) if another type of Person, all other charter and similar documents adopted or filed in connection with the creation, formation or organization of the Person, and (f) all amendments or supplements to any of the foregoing.

“Outside Date” shall have meaning ascribed thereto in Section 11.1(b)(i).

“Owned IP” means all Intellectual Property that is owned by or purported to be owned by, or created by or on behalf of the Sellers or the Acquired Entities and used in, or otherwise directly related to, or required to complete and operate, the UrtheCast Target Businesses, together with all Intellectual Property Rights therein.

“Participating Secured Lender” means a Secured Lender that has elected to accept its pro rata share of the Consideration Equity Interests in full and final satisfaction of its Secured Debt.

“Parties” means the Purchasers and Sellers collectively and a “Party” refers to any of them.

“Permitted Encumbrances” means, as of any particular time and in respect of any Person, each of the following Encumbrances: (1) Encumbrances set forth in Section 1.1 of the Sellers Disclosure Letter; (2) Encumbrances for Taxes, assessments and other government charges not yet due and payable; (3) mechanics’, workmen’s, repairmen’s, warehousemen’s, carriers’ or other like Encumbrances arising or incurred in the Ordinary Course of Business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the Business; (4) Encumbrances relating to purchase money security interests entered into in the Ordinary Course of Business consistent with past practice which are not, individually or in the aggregate, material to the Business; (5) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property which are not, individually or in the aggregate, material to the Business; (6) Encumbrances to which the Purchasers consent in writing; and (7) for purposes of the representations and warranties given by Sellers on the Effective Date under Article IV hereof and Section 6.1(b)(iii) only, all “Permitted Encumbrances” as defined in the DIP Facility Credit Agreement.

“Person” means any corporation, partnership, joint venture, limited liability company, unlimited liability company, organization, entity, authority or natural person.

“Personal Information” means any information about an identifiable individual (other than any information that is used for the purpose of communicating or facilitating communication with an individual in relation to their employment, business or profession such as the individual’s name, position name or title, work address, work telephone number, work fax number or work electronic address);

“Pre-Closing Period” means the period commencing on the Effective Date and ending on the earlier of the date upon which this Agreement is validly terminated pursuant to Article XI or the Closing Date.

“Pre-Closing Tax Period” means any taxable period (or portion thereof) ending on or before the Closing Date.

“Previously Omitted Contract” shall have the meaning ascribed thereto in Section 2.5(b)(i).

“Previously Omitted Contract Designation” shall have the meaning ascribed thereto in Section 2.5(b)(i).

“Previously Omitted Contract Notice” shall have the meaning ascribed thereto in Section 2.5(b)(ii).

“Purchase Price” shall have the meaning ascribed thereto in Section 3.1.

“Purchaser Holdco” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“Purchaser Holdco Equity Interests” means such number of non-voting limited partnership interests in Purchaser Holdco as is equal to (a) 35% of the total limited partnership interests in Purchaser Holdco (which percentage interest shall be subject to dilution and adjustment in respect of (i) the warrants (with a value at the Closing Date equal to \$2,698,000) to be issued to the DIP Lender and (ii) any amounts (other than in respect of the Purchase Price) contributed to Purchaser Holdco during the period between the execution of this Agreement and the Closing Date) multiplied by (b) a fraction, the numerator of which is the sum of all Secured Debt held by Participating Secured Lenders as of the date hereof and the denominator of which is the aggregate amount of all Secured Debt as of the date hereof.

“Purchaser Parent” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“Purchaser Related Party” means any former, current or future direct or indirect director, manager, officer, employee, agent or Affiliate of Purchasers; any former, current or future, direct or indirect holder of any equity interests or securities of Purchasers (whether such holder is a limited or general partner, member, stockholder, trust, trust beneficiary or otherwise); any former, current or future assignee of Purchasers; any equity or debt financing source of Purchasers; or any former, current or future director, officer, trustee, beneficiary, employee, agent, Representative, Affiliate, advisor, general or limited partner, manager, member, stockholder, or assignee of any of the foregoing.

“Purchasers” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“Purchasers’ Conditions Certificate” shall have the meaning ascribed thereto in Section 10.4.

“Regulation” means any Law, statute, regulation, code, guideline, protocol, policy, ruling, rule or Order of, administered or enforced by or on behalf of any Governmental Body and all judgments, orders, writs, injunctions, decisions and mandate of any Governmental Body which, although not actually having the force of law, are considered by such Governmental Body as requiring compliance as if having the force of law or which establish the interpretative position of the Law by such Governmental Body.

“Release” means any release, spill, deposit, emission, leaking, pumping, escape, emptying, leaching, seeping, disposal, discharge, dispersal or migration into the indoor or outdoor environment or into or out of any property or assets (including the Acquired Assets) owned or leased by any Seller as at the Closing Date, including the movement of Contaminants, including Hazardous Materials, through or in the air, soil, ground, surface water, groundwater or property.

“Released Parties” shall have the meaning ascribed thereto in Section 12.2.

“Remote Sensing Subscription Agreement” means the UrtheDaily Constellation Subscription Purchase Agreement dated September 20, 2018 between Remote Sensing Inc. and UrtheCast.

“Representatives” means the officers, employees, legal counsel, accountants and other authorized representatives, agents and contractors of any Person.

“Retained Subsidiaries” means, collectively, UrtheCast International Corp., UrtheCast Holdings (Malta) Limited, UrtheCast Investments (Malta) Limited, UrtheCast Imaging S.L.U., Deimos Imaging S.L.U., and DOT Imaging S.L.U., and “Retained Subsidiary” means any of them.

“SADI Debt” means \$11,689,544 of unsecured indebtedness as at November 30, 2020 payable by UrtheCast to the Government of Canada under the SADI Loan Agreement.

“SADI Loan Agreement” means the repayable contribution agreement dated February 9, 2017 between UrtheCast and the Government of Canada.

“Sale Order” means an Order of the CCAA Court, substantially in the form of Exhibit A hereto, with such changes as may be agreed by Purchasers and Sellers, each acting reasonably, approving the transactions contemplated by this Agreement and, upon Closing, vesting the Acquired Assets in the Purchasers, free and clear of all Encumbrances, other than the Permitted Encumbrances.

“Secured Debt” means \$37,372,513 aggregate principal amount and accrued and unpaid interest owing by certain of the Sellers to the Secured Lenders, representing all of the secured Indebtedness of the Sellers at the date hereof.

“Secured Lenders” means, collectively, Bolzano Investments Limited, Lunar Ventures Inc., SMF Investments Limited, Skidmore Group and each of Messrs. Don Osborne, Sai Chu, William Evans, James Topham, and Mark Piegza.

“Sellers Disclosure Letter” means the disclosure letter delivered by Sellers to Purchasers concurrently with the execution and delivery of this Agreement.

“Sellers” shall have the meaning ascribed thereto in the Preamble hereof.

“Sellers’ Conditions Certificate” shall have the meaning ascribed thereto in Section 10.4.

“SIF Loan Agreement” means the agreement to be entered into relating to a repayable contribution from the Government of Canada under the Strategic Innovation Fund, in accordance with the term sheet dated May 15, 2020.

“SISP” shall have the meaning ascribed thereto in the Recitals to this Agreement.

“SISP Order” means the Sale Process Order issued by the CCAA Court on October 16, 2020 and attached hereto as Exhibit E, and any amendments there that may be agreed to by Purchasers in their sole discretion and Sellers in their reasonable discretion, in each case with the consent of the Monitor.

“Source Code” means the human-readable form of a computer instruction, including related system documentation, applicable comments and procedural codes such as job control language.

“Specified Interim Payments” means any payment received by any Seller or an Acquired Entity during the Pre-Closing Period from Land O’Lakes, Winfield Solutions or any respective Affiliate thereof.

“Stalking Horse Term Sheet” shall have the meaning ascribed thereto in the Recitals to this Agreement.

“Stay” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“Software” means any computer program, operating system, applications system, firmware, software or rights thereto of any nature, whether operational, under development or inactive, including all object code, Source Code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technical manuals, user manuals and other documentation, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory, device, paper or other media of any nature.

“Subscription Agreements” means, collectively, the Remote Sensing Subscription Agreement and the TerraTech Subscription Agreement.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, unlimited liability company, public liability company, private limited company, joint venture, partnership or other entity of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profit

interests, in the case of a partnership; or (b) otherwise has the power to vote or to direct the voting of sufficient securities to elect a majority of the board of directors or similar governing body.

“Successful Bidder” shall mean the successful bidder determined in accordance with the SISP.

“Support Agreement” shall have the meaning ascribed thereto in the Recitals to this Agreement.

“Tax Act” means the *Income Tax Act* (Canada) and the regulations promulgated thereunder, as amended from time to time.

“Tax Return” means any report, return, information return, election, agreement, declaration or other document of any nature or kind required to be filed with any applicable Governmental Body in respect of Taxes, including any amendment, schedule, attachment or supplement thereto and whether in tangible or electronic form.

“Taxes” means all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, GST, franchise, excise, value added, capital, license, payroll, employment, employer health, unemployment, pension, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer (including land registration or transfer), fuel, excess profits, occupational and interest equalization, windfall profits, severance and withholding and social security taxes imposed by Canada, the United States or any other country or by any state, province, territory, municipality, subdivision or instrumentality of Canada or the United States or of any other country or by any other Governmental Body, and employment or unemployment insurance premiums, Canada Pension Plan or Quebec Pension Plan contributions, together with all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such Taxes.

“TerraTech Subscription Agreement” means the UrtheDaily Constellation Subscription Purchase Agreement dated October 17, 2018 between TerraTech SAC and UrtheCast.

A “third party” means any Person other than any Seller, Purchasers or any of their respective Affiliates.

“Transfer Taxes” shall have the meaning ascribed thereto in Section 12.14(a).

“Transferred Employees” shall have the meaning ascribed thereto in Section 7.1(a).

“Transferred Information” means any Personal Information disclosed or conveyed to one Party or any of its representatives or agents (a “Recipient”) by or on behalf of another Party (a “Disclosing Party”) as a result of or in conjunction with the transactions contemplated herein, and includes all such Personal Information disclosed to the Recipient prior to the execution of this Agreement.

“UrtheCast” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“UrtheCast Deferred Executive Salary Obligations” means all amounts payable to Key Employees as a result of the deferred executive salary arrangements set forth in Section 2.3(d) of the Disclosure Letter.

“UrtheCast USA” shall have the meaning ascribed thereto in the Preamble to this Agreement.

“UrtheCast Target Business Products” means the products commercialized by the UrtheCast Target Businesses as it is currently operated.

“UrtheCast Target Businesses” means UrtheDaily Constellation and UrthePipeline, including all related assets, Contracts, Intellectual Property, Software and Documents that are owned by Sellers and the Acquired Entities (or any of them) and that are reasonably necessary to design, complete, finance, launch and operate UrtheDaily Constellation and/or UrthePipeline.

“UrtheDaily Constellation” shall have the meaning used for that term in UrtheCast’s annual information form for the fiscal year ended December 31, 2019 dated May 4, 2020.

“UrthePipeline” shall have the meaning used for that term in UrtheCast’s annual information form for the fiscal year ended December 31, 2019 dated May 4, 2020.

“US\$” means the currency of the United States, and all references to monetary amounts herein shall be in Dollars unless otherwise specified herein.

“US Recognition Order” means the Order Granting Recognition of Foreign Proceeding and Certain Related Relief under Sections 362, 365, 1517, 1520 and 1521 of the Bankruptcy Code issued by the United States Bankruptcy Court for the District of Minnesota on October 29, 2020, as may be amended, supplemented, restated or superseded from time to time.

“US Recognition Order of Land O’Lakes Assignment Order” shall have the meaning ascribed thereto in Section 2.3(a).

“US Recognition Order of Sale Order” means an Order of the United States Bankruptcy Court for the District of Minnesota recognizing the Sale Order.

“Winfield Solutions” means Winfield Solutions, LLC, a Delaware limited liability company.

“Winfield Solutions Licenses” means:

(a) the Long Term License and Services Agreement dated effective as of January 14, 2019, as amended by written agreements dated November 12, 2019 and March 30, 2020 by and between Winfield Solutions, UrtheCast, Deimos Imaging S.L.U. and Geosys France; and

(b) the Interim License and Services Agreement dated effective as of January 14, 2019 by and between Winfield Solutions, UrtheCast, Geosys France, Geosys Australia, Geosys Brazil, Geosys US, and Geosys Europe SARL.

1.2 Other Terms. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning through this Agreement.

1.3 Other Definitional Provisions.

(a) The words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) References herein to a specific Section, Subsection or Schedule shall refer, respectively, to Sections, Subsections or Schedules of this Agreement, unless the express context otherwise requires.

(d) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under IFRS consistently applied. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under IFRS, the definition set forth in this Agreement will control.

(e) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(f) Any provision of this Agreement that requires Purchasers to act reasonably shall not be deemed to require Purchasers to accept, agree or consent to any Order or supplement, amendment or modification thereto, or any other matter that adversely affects Purchasers or is inconsistent with the terms of this Agreement, in each case, other than in any *de minimis* respect.

(g) Any provision of this Agreement that requires any Party to use commercially reasonable efforts to satisfy conditions to Closing having a sole discretion standard do not require such Party to accept any term or agreement not acceptable to such Party in its sole discretion.

(h) Wherever the word “include,” or “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation.”

ARTICLE II

PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES

2.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Sellers shall sell, assign, transfer and deliver to Purchasers, and Purchasers shall purchase, acquire and take assignment and delivery of, all of the Sellers’ right, title and interest in the assets and properties of Sellers related to, associated with or comprising the UrtheCast Target Businesses (other than the Excluded Assets) (the “Acquired Assets”) subject to Section 2.5, free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances), including the following:

- (a) all of the issued and outstanding equity interests held by any Seller in Geosys Holding and Geosys US (collectively, the “Acquired Subsidiaries”);
- (b) all rights, title and interests of any Seller in the Geosys Purchase Agreement;
- (c) all rights, title and interests of any Seller in the Subscription Agreements;
- (d) all rights, title and interests of any Seller in the Winfield Solutions Licenses;
- (e) all equipment and tangible property of Sellers, including inventory, raw materials, work in process, vehicles, tools, parts and supplies, machinery, furniture, furnishing, appliances, fixtures, office equipment, owned and licensed computer hardware and related documentation, stored data, communication equipment, trade fixtures and leasehold improvements, in each case, to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses;
- (f) all Authorizations and all pending applications therefor set forth in Section 4.9 of the Sellers Disclosure Letter, in each case, to the extent such Authorizations and pending applications therefor are transferrable or assignable, that are directly related to, or required to complete and operate, the UrtheCast Target Businesses;
- (g) all rights, options, claims and causes of action, to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses; and
- (h) all prepaid charges and expenses, including all prepaid rent and all prepaid charges, expenses and rent under any personal property leases to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses;
- (i) subject to Section 2.5, all of the Assigned Contracts;
- (j) all rights, options, Claims or causes of action of any Seller or other Applicant against any party arising out of events occurring prior to the Closing, including and, for the avoidance of doubt, arising out of events occurring prior to the Filing Date, and including (i) any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to Sellers in connection with the Acquired Assets or Assumed Liabilities, and (ii) any and all causes of action related to the Acquired Assets or Assumed Liabilities under applicable Law;
- (k) all Assumed Plans, together with all funding arrangements relating thereto (including but not limited to all assets, trusts, insurance policies and administration service contracts related thereto), and all rights and obligations thereunder;
- (l) all personnel files for Transferred Employees except as prohibited by Law; provided, however, that Sellers have the right to retain copies at Sellers’ expense to the extent required by Law;
- (m) the Owned IP and the Licensed IP;

(n) all goodwill, payment intangibles and general intangible assets and rights of Sellers to the extent associated with the UrtheCast Target Businesses, the Assumed Liabilities or the Acquired Assets;

(o) to the extent permitted by Law, Sellers' Documents related to or associated with the UrtheCast Target Businesses; provided, however, that Sellers have the right to retain copies of all of the foregoing at Sellers' expense to the extent required by Law;

(p) to the extent transferable, all rights and obligations under or arising out of all insurance policies relating to the UrtheCast Target Businesses or any of the Acquired Assets or Assumed Liabilities;

(q) all Specified Interim Payments;

(r) all rights and obligations under non-disclosure, confidentiality, non-competition, non-solicitation and similar arrangements with (or for the benefit of) former or current employees and agents of Sellers or with third parties (including any non-disclosure, confidentiality agreements or similar arrangements entered into in connection with or in contemplation of the filing of the CCAA Proceedings or pursuant to the SISP) that relate to the Acquired Assets or the Assumed Liabilities; and

(s) all other or additional assets, properties, privileges, rights and interests of Sellers relating to the UrtheCast Target Businesses, the Assumed Liabilities or the Acquired Assets (other than any Excluded Assets) of every kind and description and wherever located, whether known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, and whether or not specifically referred to in this Agreement.

2.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the Acquired Assets shall not include any of the following (collectively, the "Excluded Assets"):

(a) all Excluded Contracts;

(b) Sellers' rights under this Agreement, including the right to the Cash Purchase Price, and under any Ancillary Documents;

(c) all current and prior director and officer insurance policies of Sellers and all rights of any nature with respect thereto running in favor of any Seller, including all insurance recoveries thereunder and rights to assert Claims with respect to any such insurance recoveries, in each case, as the same may run in favor of any Seller and arising out of actions taking place prior to the Closing Date; and

(d) Sellers' Organizational Documents, corporate charter, minute and stock record books, income tax returns and corporate seal; provided that Purchasers shall have the right to reasonably request, and Sellers shall reasonably cooperate to provide, copies of any portions of such documents solely as they relate to the Acquired Assets.

2.3 Assumed Liabilities. At the Closing, except as provided in Section 2.2 and/or in Section 2.4 hereof, and subject to Section 2.5, Purchasers shall assume, pursuant to the Assignment and

Assumption Agreement and the Assignment and Assumption of Leases, and agree to pay, perform, fulfill and discharge only the following Liabilities of Sellers (and only the following Liabilities) (collectively, the “Assumed Liabilities”):

(a) the Geosys Purchase Agreement Payment Obligations (such assumption to be subject to (i) an Assignment Order being issued by the CCAA Court (in form and substance satisfactory to Purchasers, including with respect to approval and confirmation of the quantum of the Geosys Purchase Agreement Cure Amount) assigning the Seller’s right, title and interest in and to the Geosys Purchase Agreement and the Winfield Solutions Licenses to the Purchaser upon Closing (the “Land O’Lakes Assignment Order”), (ii) an Order being issued by the United States Bankruptcy Court for the District of Minnesota recognizing the Land O’Lakes Assignment Order (the “US Recognition of the Land O’Lakes Assignment Order”), (iii) the France Continuation Plan being approved by the Commercial Court of Toulouse and (iv) the Land O’Lakes Assignment Order and the US Recognition of the Land O’Lakes Assignment Order shall not have been stayed, varied or vacated (all of the foregoing, collectively, the “Land O’Lakes Condition”));

(b) the SADI Debt (such assumption to be subject to (i) Purchasers having received written assurances (satisfactory to Purchaser Holdco, in its sole discretion) from the Governmental Bodies under which UrtheCast obtains low-interest loans that the completion of the transactions contemplated herein will not affect the continued availability of future funding under the SADI Debt, as well as commitment to enter into the SIF Loan Agreement (on terms satisfactory to Purchaser Holdco, in its sole discretion) in respect of the CAD\$40,000,000 SIF Loan contemplated by the letter of May 15, 2020 from Innovation, Science and Economic Development Canada and (ii) the related funding agreements remain in good standing at Closing (the “GoC Financing Condition”));

(c) all Cure Amounts owing under any Assignment Order Contract pursuant to the Assignment Order;

(d) the UrtheCast Deferred Executive Salary Obligations;

(e) accrued vacation obligations as of the Closing Date in respect of the Transferring Employees; and

(f) accrued and unpaid PSU bonuses payable to certain non-executive Transferring Employees as set out in Section 2.3(f) of the Sellers Disclosure Letter.

2.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, the Purchasers are not assuming, and shall not be obligated to pay, perform or otherwise discharge any Liability that is not an Assumed Liability (collectively, the “Excluded Liabilities”), including the following:

(a) any and all Liabilities arising out of, relating to or otherwise in respect of the Acquired Assets and/or Business arising prior to the Closing, other than the Assumed Liabilities;

(b) any and all Liabilities of any Seller relating to or otherwise arising, whether before, on or after the Closing, out of, or in connection with, any of the Excluded Assets;

- (c) any and all Liabilities of any Retained Subsidiary;
- (d) any and all Liabilities of any Seller for Indebtedness, including (i) all intercompany Indebtedness between any Seller, on the one hand, and any Retained Subsidiary, on the other hand, and (iii) all Guarantees by Sellers, but excluding any intercompany Indebtedness among Sellers and the Acquired Entities;
- (e) any and all (i) Liabilities of any Seller for any Taxes arising or related to any period(s) on or prior to the Closing Date, and (ii) Taxes arising from or in connection with an Excluded Asset, except, in each case, Transfer Taxes as provided in Section 12.14(a);
- (f) any and all Liabilities of any Seller in respect of the Excluded Contracts and any other Contracts to which such Seller is party or is otherwise bound that are not Assigned Contracts;
- (g) all Liabilities and obligations of any Seller under the Assigned Contracts in respect of (i) a breach, non-monetary default, violation or non-compliance by any Seller or any Affiliate thereof prior to the Closing, and (ii) trade payables arising on or after the Filing Date that are due and payable as of or prior to the Closing in the ordinary course;
- (h) any and all Liabilities arising out of or relating to any business or property formerly owned or operated by any Seller, any Affiliate or predecessor thereof, but not presently owned and operated by such Seller;
- (i) any and all Liabilities of any Seller or its predecessors arising out of any Contract, Authorization, franchise or claim that is not transferred to Purchasers as part of the Acquired Assets;
- (j) any and all Liability for: (i) costs and expenses incurred by Sellers or owed in connection with the administration of the CCAA Proceedings (including the Monitor's fees, the fees and expenses of attorneys, accountants, financial advisors, consultants and other professionals retained by Sellers or the Monitor, and the fees and expenses of the post-filing lenders or the pre-filing lenders incurred or owed in connection with the administration of the CCAA Proceedings); and (ii) all costs and expenses of Sellers incurred in connection with the negotiation, execution and consummation of the transactions contemplated under this Agreement;
- (k) any and all Liabilities in respect of Employees other than the Liabilities relating to Key Employees and Transferred Employees that are expressly assumed under Sections 2.3 and 8.12;
- (l) any and all Liabilities with respect to change of control or similar arrangements with any officer, employee or contractor of any Seller, excluding the UrtheCast Deferred Executive Salary Obligations;
- (m) any and all Liabilities arising out of, relating to or otherwise in respect of any violation of Law by, or any Action against, any Seller or any breach, default or violation by any Seller of or under any Assigned Contracts occurring prior to the Closing;
- (n) any and all Liabilities of Sellers under this Agreement;

(o) any and all Liabilities to any broker, finder or financial advisor for Sellers in connection with the transactions contemplated by this Agreement;

(p) any and all Liabilities for any Tax or Taxes arising out of or relating to the operation of the Business (as currently or formerly conducted) or the ownership of the Acquired Assets for any Pre-Closing Tax Period, including any and all property Taxes with respect to any Pre-Closing Tax Period, except, in each case, Transfer Taxes as provided in Section 12.14(a);

(q) any Liability for any Tax or Taxes of Sellers or their Affiliates for any taxable period, except Transfer Taxes as provided in Section 12.14(a); and

(r) any Liability for any withholding Tax or Taxes imposed as a result of the transactions contemplated by this Agreement.

2.5 Assigned Contracts/Previously Omitted Contracts.

(a) Assignment and Assumption at Closing.

- (i) Section 2.5 of the Sellers Disclosure Letter sets forth a list of all Contracts to which any Seller is party, including all Contracts that were entered into by a Seller following the Filing Date.
- (ii) Section 2.5 of the Sellers Disclosure Letter sets forth a list of all Contracts directly related to, or required to complete and operate, the UrtheCast Target Businesses (the “Assigned Contracts”).
- (iii) The Sellers shall bring a motion to the CCAA Court for the issuance of an Assignment Order assigning all of the rights and obligations of Sellers under the Assigned Contracts that require a consent, approval or waiver of a third party (the “Assignment Order Contracts”) to one or more Designated Purchasers, as directed by Purchasers, and compelling or deeming the applicable consent, approval or waiver (or equivalent thereof) of the counterparty to such assignment, such motion for the Assignment Order, to be brought together with the motion for the Sale Order. If such Assignment Order is obtained by Sellers in accordance with this Agreement, Purchasers agree to accept such assignment of all of the rights and obligations of the Sellers under any Assignment Order Contract listed in Section 2.5(c) of the Sellers Disclosure Letter that is assigned pursuant to the Assignment Order, including without limitation the obligation to pay any cure costs in connection with all Assignment Order Contracts, as applicable.
- (iv) From and after the date hereof until the date upon which the motion for the granting of the Assignment Order is scheduled to be heard by the CCAA Court, Purchasers, without any adjustment to the Cash Purchase Price, shall be entitled to make additions, deletions and modifications to the Assigned Contracts identified in Section 2.5 of the Sellers Disclosure Letter or the Assignment Order Contracts in Section 2.5(c) of the Sellers Disclosure Letter in their sole discretion following consultation with Sellers by delivery

of written notice to Sellers. For greater certainty, any Contract designated by Purchasers as an Excluded Contract in Section 2.5(d) of the Sellers Disclosure Letter after the date of this Agreement shall be deemed to no longer be an Assigned Contract and to be an Excluded Contract.

(b) Previously Omitted Contracts.

- (i) If prior to Closing, (A) it is discovered that a Contract should have been listed but was not listed in Section 2.5 of the Sellers Disclosure Letter, or (B) a Contract is entered into after the Effective Date that would have been listed in Section 2.5 of the Sellers Disclosure Letter if any Seller had entered into such Contract on or before the Effective Date (any such Contract, a “Previously Omitted Contract”), Sellers shall, promptly following the discovery thereof or entry into such Contract (but in no event later than five (5) Business Days thereafter), notify Purchasers in writing of such Previously Omitted Contract and any Cure Amount for such Previously Omitted Contract. Purchasers shall thereafter deliver written notice to Sellers, promptly following notification of such Previously Omitted Contract from Sellers and in any event prior to the date that is five (5) Business Days prior to the date upon which the motion for the granting of the Assignment Order is scheduled to be heard by the CCAA Court, designating such Previously Omitted Contract as an “Assigned Contract”, “Assignment Order Contract” and/or “Excluded Contract” (a “Previously Omitted Contract Designation”). A Previously Omitted Contract designated in accordance with this Section 2.5 as an “Excluded Contract”, or with respect to which Purchasers fail to timely deliver a Previously Omitted Contract Designation, shall be an Excluded Contract. There shall be no adjustment to the Cash Purchase Price in respect of any Previously Omitted Contract or any Previously Omitted Contract Designation.
- (ii) If a Purchaser designates a Previously Omitted Contract as an Assigned Contract”, “Assignment Order Contract” and/or “Excluded Contract” in accordance with Section 2.5, Section 2.5 of the Sellers Disclosure Letter shall be amended to include such Previously Omitted Contract and Sellers shall serve a notice (the “Previously Omitted Contract Notice”) on the counterparties to such Previously Omitted Contract notifying such counterparties of the Sellers’ intention to assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with seven (7) days to object, in writing to Sellers and the applicable Purchaser, to the assumption of its Contract. If the counterparties, Sellers and the applicable Purchaser are unable to reach a consensual resolution with respect to an objection relating to a Previously Omitted Contract that has been designated as an “Assignment Order Contract” in accordance with Section 2.5, and provided that Sellers are still subject to the CCAA Proceedings, Sellers will seek an expedited hearing before the CCAA Court for an Assignment Order in respect of such

Assignment Order Contract. The rights set out in this Section 2.5(b)(ii) shall expire upon the termination of the Sellers' CCAA Proceedings.

(c) Disclaimer of Assigned Contracts. Sellers shall not disclaim or seek to disclaim any Assigned Contract in the CCAA Proceedings or any other proceeding following the Effective Date and prior to any termination of this Agreement without the prior written consent of Purchasers, which Purchasers may withhold, condition or delay, in their sole discretion. For greater certainty, (i) all Contracts that have not been designated as "Assigned Contracts" as at the date that is five (5) Business Days prior to the date upon which the motion for the granting of the Assignment Order is scheduled to be heard by the CCAA Court shall be deemed to be Excluded Contracts, and (ii) the Sellers shall be entitled, at any time from and after the date that is five (5) Business Days prior to the date upon which the motion for the granting of the Assignment Order is scheduled to be heard by the CCAA Court, to disclaim or seek to disclaim any Excluded Contracts.

2.6 Omitted Assets Held by Retained Subsidiaries.

(a) If it is determined at any time before or, subject to Section 2.6(b), after the Closing that any Retained Subsidiary holds any right, title or interest in or to any assets or properties that are either (i) essential to the UrtheCast Target Businesses or (ii) agreed by Sellers, Purchasers and Monitor, each acting reasonably, to have been unintentionally omitted from the Acquired Assets (each, an "Omitted Asset"), then Sellers shall cooperate and use their respective best efforts to implement a mutually agreeable arrangement with Purchasers pursuant to which one or more Designated Purchasers, as directed by Purchasers, shall obtain the benefits, and assume the liabilities and obligations, related to such Omitted Asset in accordance with this Agreement.

(b) Notwithstanding the foregoing: (i) nothing in this Section 2.6 shall require any Seller to cause any Retained Subsidiary to renew any rights relating to any Omitted Assets once they have expired; (ii) any efforts required of Sellers pursuant to this Section 2.6 are only required while UrtheCast remains duly incorporated, organized or formed and validly existing under the laws of its jurisdiction of incorporation, organization or formation; and (iii) all third party costs incurred by any Seller or Retained Subsidiary in respect of or related to the Omitted Assets shall be paid by UrtheCast or, if UrtheCast has ceased to exist pursuant to the CCAA Proceedings, Purchasers.

(c) For the avoidance of doubt, and subject to each Seller's compliance with its obligations in Section 2.6(a), the Parties acknowledge that the existence of any one or more Omitted Assets shall not (i) constitute a breach of any covenant hereunder; (ii) entitle Purchasers to terminate this Agreement; and (iii) result in a reduction of the Purchase Price payable hereunder. Any Omitted Asset assigned by any Retained Subsidiary pursuant to the terms of this Section 2.6 shall, upon such assignment, constitute an Acquired Asset from and after such date.

ARTICLE III **PURCHASE PRICE AND PAYMENT**

3.1 Purchase Price.

The purchase price for the Acquired Assets shall be \$61,371,434, comprised of (i) the Cash Purchase Price, (ii) the Consideration Equity Interests, and (iii) the Assumed Liabilities

(the "Purchase Price"). For greater certainty, the value of the Geosys Purchase Agreement Payment Obligations has been taken into account with respect to the determination of the aggregate Purchase Price payable pursuant to this Article III and the assumption of such Geosys Purchase Agreement Payment Obligations by the Purchaser does not constitute separate or additional consideration hereunder in respect of the Acquired Assets. The Purchase Price shall be allocated on Closing amongst the Acquired Assets in accordance with the provisions of Section 12.14(c).

3.2 Satisfaction of Purchase Price.

(a) Subject to Sections 3.2(d) and 3.2(e), the Cash Purchase Price shall be satisfied by Purchasers as follows:

- (i) as to the Deposit, by payment to the Monitor within three (3) Business Days of the execution and delivery of this Agreement; and
- (ii) as to the amount equal to the Cash Purchase Price less the Deposit (the "Cash Balance"), by wire transfer of immediately available funds of to such bank account as shall be designated in writing by the Sellers at least two (2) Business Days prior to the Closing Date; provided however, to the extent the DIP Lender has assigned to the Purchasers any of the indebtedness outstanding under the DIP Facility Credit Agreement, Purchasers shall have the right to withhold and set-off against the Cash Balance any indebtedness owing to Purchasers under the DIP Facility Credit Agreement.

(b) Upon closing, Purchasers shall:

- (i) cause Purchaser Holdco to issue and deliver the Purchaser Holdco Equity Interests to Creditor Aggregator LP; and
- (ii) cause Creditor Aggregator LP to issue and deliver the Consideration Equity Interests, on behalf of UrtheCast, to the Participating Secured Lenders (as directed by Sellers on Closing) as full and final repayment of the Secured Debt of such Participating Secured Lenders, such repayment being in an amount equal to the fair market value of such Consideration Equity Interests.

(c) In addition to the payment of the Purchase Price as above, the Assumed Liabilities will be assumed by Purchasers pursuant to the Assignment and Assumption Agreement and the Assignment and Assumption of Leases.

(d) Any payment of any funds by or on behalf of any of the Purchasers to any Seller or any Acquired Entity during the Pre-Closing Period, other than amounts delivered pursuant to and under the DIP Facility, shall, unless otherwise agreed in writing between Purchasers and UrtheCast, be treated as a non-interest bearing loan made by the Purchasers to UrtheCast and shall be repaid by way of set off against an equivalent portion of the Cash Purchase Price and, for greater certainty, the Cash Balance payable pursuant to Section 3.2(a)(ii) shall be reduced by the aggregate amount of such payments.

(e) Any utilization of Specified Interim Payments by the Seller in accordance with Section 6.15 shall be credited and applied towards the Purchase Price upon Closing and, for greater certainty, the Cash Balance payable pursuant to Section 3.2(a)(ii) shall be reduced by such aggregate amount.

3.3 Further Assurances. From time to time after the Closing and without further consideration, (a) Sellers, upon the request of Purchasers shall use commercially reasonable efforts to execute and deliver such documents and instruments of conveyance and transfer as Purchasers may reasonably request in order to consummate more effectively the purchase and sale of the Acquired Assets as contemplated hereby and to vest in Purchasers title to the Acquired Assets transferred hereunder, and (b) Purchasers, upon the request of Sellers, shall use commercially reasonable efforts to execute and deliver such documents and instruments of assumption as Sellers may reasonably request in order to confirm Purchasers' Liability for the obligations under the Assumed Liabilities or otherwise more fully consummate the transactions contemplated by this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Sellers Disclosure Letter, and subject to the limitation set out in Section 4.23 below, Sellers represent and warrant to Purchasers as of the Effective Date and the Closing Date, as follows:

4.1 Organization and Power. Such Seller is a corporate entity duly formed under the laws of its jurisdiction of incorporation, organization or formation, and is in good standing thereunder as of the Effective Date and the Closing. Subject to the CCAA and the Amended and Restated Initial Order, each Seller has full power and authority to own, use and lease its properties and to conduct its Business as such properties are owned, used or leased and as such Business is currently conducted. Each Seller has previously delivered to Purchasers true, complete and correct copies of its Organizational Documents, as amended and in effect on the Effective Date. Each Seller is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the Business or the nature of its properties makes such qualification or licensing necessary, except for such failures to be so qualified or licensed or in good standing as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Authority; No Violation. Subject to the issuance of the Sale Order, each Seller has all requisite corporate power and authority, as applicable, to enter into this Agreement and to carry out the transactions contemplated hereby, and the execution, delivery and performance of this Agreement by each Seller shall be duly and validly authorized and approved by all necessary corporate action. Subject to the issuance of the Sale Order by the CCAA Court (and assuming the due authorization, execution and delivery by the other Parties hereto), this Agreement shall constitute the legal and binding obligation of each Seller, enforceable against each Seller in accordance with its terms, except that equitable remedies and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

4.3 Consents.

(a) Except as set forth in Section 4.3(a) of the Sellers Disclosure Letter, the execution, delivery and performance by Sellers of this Agreement or any Ancillary Document to which it is a party and the consummation of the transactions contemplated hereby or thereby in accordance with the Sale Order do not and will not (with or without notice or the passage of time):

- (i) contravene, violate or conflict with any term or provision of Sellers' Organizational Documents;
- (ii) violate any material Law applicable to any Seller or any Acquired Entity or by which any property or asset of any Seller or any Acquired Entity is bound; or
- (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) on any property or asset of any Seller or any Acquired Entity under any Authorization or Material Contract, except in each case described in this clause (iii) to the extent that any such breach, default, right or requirement arises out of the commencement of the CCAA Proceedings or would be cured and the applicable Authorization or Material Contract would be assignable upon payment of the applicable Cure Amount hereunder.

(b) Except (i) for the issuance of the Sale Order, (ii) for compliance as may be required with the *Competition Act* or other applicable Antitrust Laws, and (iii) as set forth in Section 4.3(a) of the Sellers Disclosure Letter, no filing with, notice to or consent from any Person is required in connection with the execution, delivery and performance by Sellers of this Agreement or the Ancillary Documents to which it is a party and the consummation of the transactions contemplated hereby or thereby, other than such filings, notices or consents, the failure of which to make or obtain would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets, the Assumed Liabilities or the UrtheCast Target Businesses, in each case taken as a whole.

4.4 Subsidiaries.

(a) Except as would not, individually or in the aggregate, have a Material Adverse Effect, each Acquired Entity is duly incorporated, organized or formed and validly existing under the laws of its jurisdiction of incorporation, organization or formation, and has the requisite power and capacity to own, lease, license and operate its assets and properties and conduct its business as now conducted and is duly registered to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or operated by it, or the nature of its activities, make such registration necessary.

(b) Section 4.4(b) of the Sellers Disclosure Letter sets out, with respect to each Subsidiary of Sellers as of the date hereof: (A) its name; (B) the percentage owned directly or indirectly by any Seller and the percentage owned by registered holders of capital stock or other

equity interests if other than Sellers and their Subsidiaries; and (C) its jurisdiction of incorporation, organization or formation.

(c) Each Seller is the registered and beneficial owner of all of the outstanding common shares or other equity interests as reflected as being owned by such Seller in Section 4.4(b) of the Sellers Disclosure Letter, directly or indirectly, of each of its Subsidiaries, free and clear of any Encumbrance, other than Permitted Encumbrances, all such shares or other equity interests so owned by Sellers have been validly issued and are fully paid and non-assessable, as the case may be, and no such shares or other equity interests have been issued in violation of any pre-emptive or similar rights. Except for the shares or other equity interests owned by such Seller in any Subsidiary, and except as set forth in Section 4.4(b) of the Sellers Disclosure Letter neither any Seller nor any Subsidiary owns, beneficially or of record, any equity interests of any kind in any other Person as of the date hereof in connection with the Acquired Assets, the Assumed Liabilities or the UrtheCast Target Businesses.

(d) Except as disclosed in Section 4.4(d) of the Sellers Disclosure Letter, no Acquired Entity has any Indebtedness, other than with respect to the intercompany Indebtedness owed solely to Sellers or other Acquired Entities (and for the avoidance of doubt, trade payables incurred in the Ordinary Course of Business) and no Acquired Entity has provided any Guarantee.

4.5 Title and Sufficiency of Assets.

(a) Upon Closing, the Sale Order and the Assignment Order will grant the Purchaser good and valid title to (or with respect to leased property included in the Acquired Assets, valid leasehold interests in) the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances, other than such Encumbrances that would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets, the Assumed Liabilities or the UrtheCast Target Businesses, in each case taken as a whole, or as disclosed in Section 4.5(a) of the Sellers Disclosure Letter.

(b) The Acquired Entities have good and valid title to (or with respect to leased property included in the Acquired Assets, valid leasehold interests in) all assets and property which any such Acquired Entity purports to own, free and clear of all Encumbrances other than Permitted Encumbrances, other than such Encumbrances that would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Assets, the Assumed Liabilities or the UrtheCast Target Businesses, in each case taken as a whole, and there is no agreement, option or other right or privilege outstanding in favor of any Person for the purchase of any material asset from any Acquired Entity outside the Ordinary Course of Business, other than as disclosed in Section 4.5(b) of the Sellers Disclosure Letter.

(c) The Acquired Assets, together with the assets and properties held by the Acquired Entities, include all of the properties and assets in possession of Sellers at the time of execution hereof in connection with the operation or conduct the UrtheCast Target Businesses as it exists on the date hereof.

(d) None of the Retained Subsidiaries holds any right, title or interest in or to any assets or properties that are used or useful in connection with the UrtheCast Target Businesses or that would otherwise constitute Acquired Assets if held by any Seller.

4.6 Financial Statements. Sellers have delivered to Purchasers audited consolidated financial statements as at and for the fiscal year ended December 31, 2019 (the “**Financial Statements**”) and unaudited consolidated financial statements as at September 30, 2020 and for the nine months ended September, 2020 and 2019 (including, in each case, any of the notes or schedules thereto, any report thereon and related management’s discussion and analysis) (the “**Interim Financial Statements**”), each of which: (i) were prepared in accordance with IFRS; and (ii) present fairly, in all material respects, the assets, liabilities and financial condition of UrtheCast and its Subsidiaries on a consolidated basis as at the respective dates thereof and the revenues, earnings, results of operations, changes in shareholders’ equity and cash flow of Sellers and their Subsidiaries on a consolidated basis for the periods covered thereby (except as may be indicated in the notes to such financial statements and subject in the case of unaudited financial statements to normal, year-end audit adjustments).

4.7 Absence of Certain Developments; No Undisclosed Liabilities.

(a) Except as required by Law or IFRS, and excluding all matters relating to the CCAA Proceedings, since March 31, 2020 through the date hereof: (a) Sellers and the Acquired Entities have conducted the UrtheCast Target Businesses in the Ordinary Course of Business; (b) there have not occurred any facts, conditions, changes, violations, inaccuracies, circumstances, effects or events that have constituted, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect; and (c) except as set forth in Section 4.7(a) of the Sellers Disclosure Letter, no Seller or Acquired Entity has taken any action (or committed to take any action) that, if taken on or after the date hereof, would require the consent of Purchasers pursuant to Section 6.1.

(b) Except as set forth in the Interim Financial Statements, neither any Seller nor any Acquired Entity is party to any off-balance sheet transaction with unconsolidated Persons.

(c) Except as set forth in Section 4.7(c) of the Sellers Disclosure Letter, none of the Acquired Entities have committed to make any capital expenditures or authorized any capital expenditures which have not been fulfilled or paid.

4.8 Compliance with Laws. Sellers and each of the Acquired Entities are, and since January 1, 2019 have been, in compliance with Law in all material respects. Neither any Seller nor any Acquired Entity is under any material investigation with respect to, or has been charged or threatened to be charged with, or has received notice of, any material violation or potential material violation of any Law from any Governmental Body.

4.9 Authorizations. Section 4.9 of the Sellers Disclosure Letter sets out a complete and accurate list of all Authorizations issued to Sellers and the Acquired Entities in connection with the operation of the UrtheCast Target Businesses or in connection with the ownership, operation or use of the Acquired Assets. Except as would not, individually or in the aggregate, have a Material Adverse Effect, or as otherwise set out in the Sellers Disclosure Letter, (i) each Seller and

each Acquired Entity owns, possesses or has obtained all Authorizations that are required by Law to be owned, possessed or obtained by Sellers or any of the Acquired Entities in connection with the operation of the UrtheCast Target Businesses or in connection with the ownership, operation or use of the Acquired Assets; (ii) Sellers and the Acquired Entities, as applicable, lawfully hold, own or use, and have complied with all such Authorizations; (iii) each such Authorization is valid and in full force and effect, and is renewable by its terms or in the Ordinary Course of Business; and (iv) no action, investigation or proceeding is pending, or to the Knowledge of Sellers, threatened, against any Seller or any Acquired Entity in respect of or regarding any such Authorization that could reasonably be expected to result in the suspension, loss or revocation of any such Authorization.

4.10 Material Contracts. Section 4.10 of the Sellers Disclosure Letter sets out a complete and accurate list of all Material Contracts in effect or pursuant to which any Seller or any Acquired Entity has surviving obligations as of the date hereof. True and complete copies of the Material Contracts have been disclosed in the Data Room and, other than as set out in the Data Room, no such Material Contract has been modified in any material respect. Each Material Contract is a legal, valid and binding agreement of the applicable Seller or the applicable Acquired Entity, and is in full force and effect. Except as disclosed in Section 4.10 of the Sellers Disclosure Letter and other than monetary defaults or such breaches arising out of the commencement of the CCAA Proceedings, neither any Seller nor any Acquired Entity or, to the Knowledge of Seller, any other parties thereto, is in material breach or violation of or in default under (in each case, with or without notice or lapse of time or both) any Material Contract and no Seller or any Acquired Entity has received or given any notice of any material breach or default under any Material Contract which remains uncured, and there exists no state of facts which after notice or lapse of time or both would constitute a material breach of or default under any Material Contract by any Seller or any Acquired Entity or, to the Knowledge of Sellers, any other party thereto. Except as otherwise disclosed in the Sellers Disclosure Letter, to the Knowledge of Sellers, there is no Cure Amount payable in respect of any of the Assignment Order Contracts.

4.11 Partnerships or Joint Ventures. Except as set out in Section 4.11 of the Sellers Disclosure Letter, none of the Acquired Entities, nor Sellers with respect to the UrtheCast Target Businesses, are a partner or participant in any partnership, joint venture, profit-sharing arrangement or other similar association of any kind and are not a party to any agreement under which it agrees to carry on any part of a business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.

4.12 Customers. A list of the 20 largest current customers of the UrtheCast Target Businesses is contained in Section 4.12 of the Sellers Disclosure Letter. Sellers and the Acquired Entities have taken commercially reasonable precautions to keep the customer lists confidential and to restrict the distribution of such lists to Sellers and the Acquired Entities' bankers, Employees and advisors who are subject to confidentiality restrictions in respect of such lists. With respect to the customers listed in Section 4.12 of the Sellers Disclosure Letter, except as disclosed in Section 4.12 of the Sellers Disclosure Letter: (a) since the date of the Interim Financial Statements, there has been no termination or cancellation of, and no material modification or change in, any business relationship of Sellers and the Acquired Entities with any such customer, other than in the Ordinary Course of Business, and (b) to the Knowledge of Sellers, no such customer intends to cease doing business with Sellers and the Acquired Entities.

4.13 Intellectual Property.

(a) Section 4.13(a) of the Sellers Disclosure Letter contains a true, accurate, and complete list of all (i) registered Owned IP (including patents, copyrights and Internet domain names); (ii) pending patent applications and applications for registration of Owned IP; (iii) Software owned by, licensed to, or used by Sellers or the Acquired Entities other than Off-the-Shelf Software; and (iv) unregistered Owned IP, including trade or corporate names, and unregistered trademarks, in each case used by Sellers or the Acquired Entities in connection with the UrtheCast Target Businesses, the UrtheCast Target Business Products or the Acquired Assets.

(b) The registered and applied-for Owned IP listed in Section 4.13(a) of the Sellers Disclosure Letter (i) are subsisting, (ii) are in good standing; (iii) have not expired or been cancelled, abandoned, or otherwise terminated; and (iv) are recorded, maintained and renewed in the name of Sellers or the Acquired Entities. Such registered and applied-for Owned IP are enforceable against third parties

(c) Except as set forth in Section 4.13(c) of the Sellers Disclosure Letter, Sellers or the Acquired Entities (as applicable) own and possess all right, title and interest in and to all of the Owned IP, including the right to transfer, convey or assign to any third party without any consent of, waiver from or payment to any Person whatsoever the full right, title and interest of the Company in the Owned IP, free and clear of all Encumbrances other than Permitted Encumbrances.

(d) Sellers or the Acquired Entities (as applicable) have a valid and enforceable right to use all Licensed IP (other than Off-the-Shelf Software) pursuant to the licenses set forth in Section 4.13(c) of the Sellers Disclosure Letter.

(e) Except as disclosed in Section 4.13(e) of the Sellers Disclosure Letter, each item of the Owned IP will be owned or and each item of the Licensed IP will be available for use by Purchasers on identical terms and conditions immediately after, and after giving effect to, the Closing without the need for any further right, license, permission or consent in respect thereof and the consummation of said transactions do not impair, alter or limit in any way such ownership rights or licenses.

(f) Section 4.13(c) of the Sellers Disclosure Letter contains a true, accurate, and complete list of all material licenses, agreements or arrangements, whether as licensor, licensee or otherwise, with respect to any Owned IP and Licensed IP. Except as disclosed in Section 4.13(f) of the Sellers Disclosure Letter, neither the Company nor, to Company's Knowledge, any other party thereto is in material breach of or default under (or is alleged in writing to be in breach of or default under), or has provided or received in writing any notice of breach or default of or any intention to terminate, any such licenses, agreements, or arrangements (except as may be the result of the CCAA Proceedings).

(g) Except as set forth in Section 4.13(g) of the Sellers Disclosure Letter, Sellers and the Acquired Entities thereof are not obligated to pay any royalties, fees or other compensation to any Person in respect of its ownership, use or license of any Licensed IP.

(h) Except as set forth in Section 4.13(h) of the Sellers Disclosure Letter:

- (i) neither the use of the Owned IP, on its own or in combination with any Licensed IP, nor the conduct of the Urthecast Target Businesses infringes, misappropriates, or otherwise violates the Intellectual Property Rights of any other Person;
- (ii) the Sellers of the Acquired Entities have not received any offers of or invitations from a third party to obtain a license to such third party's Intellectual Property Rights for use in or with the Owned IP in circumstances where a lawyer (with experience in law relating to Intellectual Property Rights), after reviewing, investigating, and analyzing such offer or invitation, would conclude that such third party suggests or claims, that the absence of such license will violate its Intellectual Property Rights;
- (iii) to the Knowledge of Sellers, no infringement, misuse, or misappropriation of the Owned IP has occurred or is occurring; and
- (iv) there are no actions (including any oppositions, interferences or re-examinations) settled, pending or threatened in writing (including in the form of offers or invitations to obtain a license): (i) against the Sellers or the Acquired Entities alleging any infringement, misappropriation, or violation of the Intellectual Property of any Person by the Sellers and the Acquired Entities when operating the UrtheCast Target Businesses; (ii) against Company challenging the validity, enforceability, registrability or ownership of any Owned IP (including any registered or applied-for Owned IP) or the rights of the Sellers and the Acquired Entities with respect to any Owned IP or Licensed IP; or (iii) by Sellers or the Acquired Entities alleging any infringement, misappropriation, dilution or violation by any Person of the Owned IP.

(i) Except as set forth in Section 4.13(i) of the Sellers Disclosure Letter, no (i) government funding; (ii) facilities of a university, college, other educational institution or research center; or (iii) funding from any Persons (other than funds received in consideration for shares in the capital of the Sellers or the Acquired Entities) was used in the development of the Owned IP.

(j) Except as set forth in Section 4.13(j) of the Sellers Disclosure Letter, all current employees and consultants of Sellers or the Acquired Entities whose duties or responsibilities relate to the development, creation or conception of the Owned IP have entered into confidentiality, intellectual property assignment and proprietary information agreements with and in favour of any Seller or Acquired Entity or are subject to "work made for hire" or "work made in the course of employment" (as that phrase is used under copyright law) or "hired to invent" (as that phrase is used under patent law) rules. Each such Person is either subject to "work made for hire", "work made in the course of employment", or "hired to invent" rules or has assigned all right, title and interest that such Person may possess in and to the Owned IP developed, created or conceived by such Person in favour any Seller or Acquired Entity. Each such Person has waived all moral rights in and to the Owned IP in writing. To the Knowledge of Sellers, no such Persons are in violation of any term of any employment or consulting contract, confidentiality agreement, proprietary

information agreement, intellectual property assignment, non-competition agreement, or any other contract or agreement relating to the relationship of any such Person with any Seller or Acquired Entity.

(k) Except as set forth in Section 4.13(k), all use, modification, distribution and licensing by Sellers and the Acquired Entities of Open Source Materials has been done in accordance with the terms of the applicable license(s) for such Open Source Materials, and, no such use, modification, distribution or licensing will make the Owned IP (or any portion thereof) subject to a license for Open Source Materials (including claims of infringement in connection with such license), or otherwise result in the loss or impairment of the Purchaser's rights to commercialize the Owned IP.

(l) Except as set forth in Section 4.13(l) of the Sellers Disclosure Letter, the Owned IP and the Licensed IP constitutes Intellectual Property used in or required for the proper carrying on of the UrtheCast Target Businesses, including the development and commercialization of the UrtheCast Target Business Products in their current forms.

(m) Sellers and the Acquired Entities have taken reasonable steps to maintain the Owned IP and to protect and preserve the confidentiality of all trade secrets included in the Owned IP and Licensed IP, including requiring all Persons having access to such trade secrets to execute written non-disclosure agreements. There have been no breaches by Sellers and the Acquired Entities or, to Company's Knowledge, the third party thereto of such non-disclosure agreements.

(n) Sellers and the Acquired Entities are in actual possession of each element, item or part of the UrtheCast Target Business Products. All external copies of the UrtheCast Target Business Products have been distributed or licensed solely by way of object code or access as a service. Except as set forth in Section 4.13(n) of the Sellers Disclosure Letter, no third party has any right, title or interest in or to the UrtheCast Target Business Products permitting or entitling it to demand, use or access any Source Code of any of the UrtheCast Target Business Products.

(o) Subject to the terms set forth in Section 4.13(h) of the Sellers Disclosure Letter, the UrtheCast Target Business Products have adequate capability and capacity for the current requirements of the UrtheCast Target Businesses for the data processing, data storage and other computing functions required to be performed to operate the UrtheCast Target Businesses as currently conducted. The Sellers and the Acquired Entities have taken commercially reasonable actions to protect against any computer viruses, worms, back doors or other devices or techniques which could improperly and without the authorization of Sellers and the Acquired Entities interfere with, cause harm to, cause information disclosure or loss, or otherwise disrupt the operation or use of the UrtheCast Target Business Products. To the Knowledge of Sellers, Sellers and the Acquired Entities have not experienced any unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction of any information in the last three years.

(p) Sellers and the Acquired Entities have and maintain back-up systems consistent with applicable Laws, with a view to ensuring the continuing availability of the functionality provided by the UrtheCast Target Business Products in the event of any disaster affecting the UrtheCast Target Business Products.

(q) Except as set forth in Section 4.13(h) of the Sellers Disclosure Letter, there has been no material unplanned downtime or material service interruption with respect to the UrtheCast Target Business Products that have been owned as part of the UrtheCast Target Businesses in the last three years.

(r) All permits, exemptions, or licenses required to import, use, and distribute the UrtheCast Target Business Products have been obtained for all countries to or in which Sellers and the Acquired Entities sell or distribute, or intent to sell or distribute, the UrtheCast Target Business Products.

(s) In connection with its collection, use, storage, retention, disclosure, and transfer (including any transfer across national borders) and/or use of Personal Information as part of operation of the UrtheCast Target Businesses, Sellers and the Acquired Entities are and have been in compliance in all material respects with all applicable Law in all relevant jurisdictions, their privacy policies and the requirements of any contract or codes of conduct to which the Sellers or the Acquired Entities (as applicable) is a party. Sellers and the Acquired Entities are and have been in compliance in all material respects with all laws relating to data loss, theft and breach of security notification obligations with respect to the operation of the UrtheCast Target Businesses.

4.14 Real Property. None of Sellers or the Acquired Entities owns any real property. With respect to the real property leased or subleased by any Seller or any Acquired Entity, except as would not, individually or in the aggregate, have a Material Adverse Effect: (i) each lease or sublease for such property constitutes a legal, valid and binding obligation of the applicable Seller or the applicable Acquired Entity, as the case may be, enforceable against such Seller or such Acquired Entity, as the case may be, in accordance with its terms and is in full force and effect; (ii) except as disclosed in Section 4.14(ii) of the Sellers Disclosure Letter, neither any Seller nor any Acquired Entity, as the case may be, is in breach of or default under any such lease or sublease and no event has occurred which, without the giving of notice or lapse of time, or both, would constitute a breach of or default under any such lease or sublease; (iii) except as disclosed in Section 4.14(iii) of the Sellers Disclosure Letter, to the Knowledge of Sellers, no counterparty to any such lease or sublease is in default thereunder, (iv) no security deposit or portion thereof deposited with respect to such lease or sublease has been applied in respect of a breach or default under such lease or sublease which has not been redeposited in full, (v) none of Sellers or the Acquired Entities has subleased, licensed or otherwise granted any Person the right to use or occupy such leased or subleased real property or any portion thereof.

4.15 Litigation. Except as disclosed in Section 4.15 of the Sellers Disclosure Letter, as of the date hereof, there are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending, or, to the Knowledge of Sellers, threatened, against any Seller or any Acquired Entity by or before any Governmental Body that, if determined adverse to the interests of any Seller or any Acquired Entity would, individually or in the aggregate, have a Material Adverse Effect, or would be reasonably expected to prevent or materially delay the consummation of the transactions contemplated hereby, and no Seller or Acquired Entity is subject to any outstanding judgment, order, writ, injunction or decree that would reasonably be expected to have a Material Adverse Effect.

4.16 Environmental Matters. Except as would not, individually or in the aggregate, have a Material Adverse Effect, (i) there exists no fact, condition or occurrence concerning any Seller, any Acquired Entity or the operation of Business or Acquired Assets with respect to any non-compliance with or obligation or liability under Environmental Laws; (ii) no unresolved complaint, notice or violation, citation, summons or order has been issued to any Seller or any Acquired Entity alleging any violation by or liability of any Seller or any Acquired Entity or any businesses or assets thereof with respect to any Environmental Law; and (iii) the operation of the UrtheCast Target Businesses is in compliance with Environmental Laws.

4.17 Employees.

(a) All written contracts in relation to the top five compensated Employees (calculated based on annual base salary plus target cash bonus) have been made available in the Data Room.

(b) The independent contractors of Sellers and the Acquired Entities are not entitled to any severance or similar payments upon termination of their Contracts that would be material and each of such Contracts can be terminated with no more than 90 days' advance notice.

(c) Except as disclosed in the Sellers Disclosure Letter, no Employee has any agreement as to length of notice or severance payment required to terminate his or her employment or is entitled to notice or severance payments other than such as results by Law, nor are there any change of control payments or severance payments or agreements with Employees providing for cash or other compensation or benefits upon the consummation of, or relating to, the transactions contemplated by this Agreement.

4.18 Collective Agreements. Section 4.18 of the Sellers Disclosure Letter sets forth a list of all Collective Agreements as of the date hereof. Except as disclosed in Section 4.18 of the Sellers Disclosure Letter (A) there are no collective bargaining or union agreements or employee association agreements or other binding commitments in force with respect to Employees, (B) no Person holds bargaining rights with respect to any Employees and (C) to the Knowledge of Sellers, no Person has applied to be certified as the bargaining agent of any Employees.

4.19 Employee Plans.

(a) Section 4.19(a) of the Sellers Disclosure Letter lists all written Employee Plans in effect as of the date hereof. Sellers have made available in the Data Room true, complete and up to date copies of all such material Employee Plans, as amended, together with all related documentation, including all material regulatory filings (including actuarial valuations) required to be filed with a Governmental Body and correspondence with Governmental Bodies with respect to such material regulatory filings (including actuarial valuations) of any Pension Plan (as defined in Section 4.19(a) of the Sellers Disclosure Letter).

(b) Sellers and the Acquired Entities have made all contributions and paid all premiums in respect of each material Employee Plan in a timely fashion in accordance with Law and in accordance with the terms of the applicable Employee Plan and all Collective Agreements. Except as would not, individually or in the aggregate, have a Material Adverse Effect, all financial liabilities of Sellers and the Acquired Entities (whether accrued, absolute, contingent or otherwise) related to all Employee Plans have been fully and accurately disclosed in accordance with IAS 19

Employee Benefits in the financial statements referred to in Section 4.8 as of the dates of such financial statements.

(c) None of the Employee Plans (other than pension, retirement savings or retirement income plans) provide for retiree benefits or for benefits to retired or terminated Employees or to the beneficiaries or dependents of retired or terminated Employees.

(d) The execution of this Agreement and the completion of the transactions contemplated will not (either alone or in conjunction with any additional or subsequent events) constitute an event under any Employee Plan that will or may result in any payment (whether of severance pay or otherwise), acceleration of payment or vesting of benefits, forgiveness of indebtedness, vesting, distribution, restriction on funds, increase in benefits or obligation to fund benefits with respect to any Employee or former Employee or their beneficiaries.

4.20 Taxes. Except as set forth in Section 4.20 of the Sellers Disclosure Letter:

(a) Each Acquired Entity has prepared and filed when due with each relevant Governmental Body all Tax Returns required to be filed by or on behalf of it in respect of any Taxes. All such Tax Returns are correct and complete in all respects;

(b) Each Acquired Entity has paid in full and when due all Taxes required to be paid by it, whether or not such Taxes are shown on a Tax Return or on any assessments or reassessments;

(c) All Taxes and Tax liabilities of the Acquired Entities incurred but not yet due and payable have been accrued on the books and records of the Acquired Entities in accordance with IFRS;

(d) Each Acquired Entity has deducted, withheld or collected all amounts required to be deducted, withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Body when required by Law to do so;

(e) There are no Encumbrances for Taxes upon any of the Acquired Assets, and the Sellers have paid or made arrangements for the payment of all Taxes which have accrued or are due on or before the Closing Date in respect of the UrtheCast Target Businesses and the Acquired Assets that would, if not so paid, form or result in a lien on the Acquired Assets or otherwise become a liability or obligation of Purchasers;

(f) The Acquired Entities have no outstanding assessments for Taxes, and the Sellers have no knowledge of any threatened or potential assessment or other proceedings, negotiations or investigations in respect of Taxes, against the Acquired Entities;

(g) There are no Claims either in progress, pending or threatened, in connection with any Taxes in respect of the UrtheCast Target Businesses or the Acquired Assets that would form or result in a lien on the Acquired Assets or otherwise become a liability or obligation of Purchasers;

(h) Except for the transactions explicitly contemplated herein, there are no facts, circumstances or events that exist or have existed which have resulted or may result in the application of any debt forgiveness, debt parking or property seizure provisions to an Acquired Entity under the Tax Act, or the analogous provisions of any other Law relating to Taxes, that have given or may give rise to a material Tax liability;

(i) For all transactions between any Acquired Entity and any Person with whom it was not dealing at arm's length during a taxation year ending on or before the Closing Date, the Acquired Entity has made or obtained records or documents that meet the requirements of the transfer pricing rules under the applicable Law relating to Taxes;

(j) UrtheCast is registered for the purposes of the GST Legislation and its registration number is 85590 8000 RT 0001;

(k) Each Acquired Entity has charged, collected and remitted on a timely basis (or made adequate provision for the payment of such amounts) all material Taxes as required under applicable Law on any sale, supply or delivery, made by it;

(l) None of the Acquired Entities are liable for the Taxes of any other Person, including with respect to circumstances to which Sections 159 or 160 of the Tax Act may apply;

(m) Geosys US is not, nor has it been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(a) of the Code and none of the Acquired Assets constitute a United States real property interest within the meaning of Section 897(c)(1)(A) of the Code and Treasury Regulations Section 1.897-1(b) and (c);

(n) Geosys US is not required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) use of an improper method of accounting or a change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non U.S. income Tax Law) executed on or prior to the Closing Date, (iii) installment sale or open transaction disposition made on or prior to the Closing Date, (iv) prepaid amount or deferred revenue received or accrued on or prior to the Closing Date, or (v) election by Geosys US under Section 108(i) of the Code (or any corresponding or similar provision of income Tax Law);

(o) Geosys US has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code; and

(p) Geosys US has not been a party to a "listed transaction," as such term is defined in Treasury Regulations Section 1.6011-4(b)(2).

4.21 Competition Act. Assuming that the Closing Date is the date of this Agreement, the aggregate value of all assets in Canada of UrtheCast and corporations controlled by the Corporation or the annual gross revenues from sales in and from Canada generated from all such

assets do not exceed, in either case, \$96 million as determined pursuant to Part IX of the *Competition Act*.

4.22 Brokers and Finders. Except as set forth in Section 4.22 of the Sellers Disclosure Letter, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Sellers in connection with the transactions contemplated by this Agreement. Purchasers are not and will not become obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the transactions contemplated by this Agreement based upon any arrangement made by or on behalf of Sellers or their Subsidiaries.

4.23 Limitations. With the exception of Sellers' representations and warranties in Article IV, none of Sellers, or their respective Representatives, nor any of their respective officers, directors, or Employees make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of Sellers, the Acquired Assets or the sale and purchase of the Acquired Assets pursuant to this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Each Purchaser represents and warrants to Sellers as of the Effective Date as follows:

5.1 Organization and Power. Each Purchaser is a corporate entity duly formed under the laws of its jurisdiction of incorporation, organization or formation, and is in good standing thereunder, with full power and authority to own, use or lease its properties and to conduct its business as such properties are owned, used or leased and as such business is currently conducted.

5.2 Purchaser's Authority; No Violation. Purchasers have all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and the execution, delivery and performance of this Agreement by Purchasers shall be duly and validly authorized and approved by all necessary corporate action. This Agreement shall constitute the legal and binding obligation of Purchasers, enforceable against Purchasers in accordance with its terms, except that the enforceability hereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that equitable remedies and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought. Subject to the issuance of the Sale Order by the CCAA Court and subject to compliance with the applicable requirements of Antitrust Laws, the entering into of this Agreement, and the consummation by Purchasers of the transactions contemplated hereby will not (a) violate the provisions of any applicable federal, state or local Laws or (b) violate any provision of Purchasers' Organizational Documents, violate any provision of, or result in a default or acceleration of any obligation under, or result in any change in the rights or obligations of Purchasers under, any Encumbrance, contract, agreement, license, lease, instrument, indenture, Order, arbitration award, judgment, or decree to which any Purchaser are a party or by which it is bound, or to which any property of any Purchaser is subject.

5.3 Consents, Approvals or Authorizations. Except for compliance as may be required by applicable Antitrust Laws, no consent, waiver, approval, Order or Authorization of, or registration,

qualification, designation or filing with any Person or Governmental Body is required in connection with the execution, delivery and performance by Purchasers of this Agreement or the Ancillary Documents to which such Purchaser is a party, the compliance by Purchasers with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, the assumption and performance of the Assumed Liabilities or the taking by Purchasers of any other action contemplated hereby or thereby, other than such filings, notices or consents, the failure of which to make or obtain would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchasers' ability to perform their obligations under this Agreement and the Ancillary Documents to which any such Purchaser is a party, or to consummate the transactions contemplated hereby or thereby, including the assumption of the Assumed Liabilities.

5.4 Equity Interests.

(a) All Purchaser Holdco Equity Interests to be issued pursuant to Section 3.2(b)(ii) have been or will be duly authorized and reserved and will, when issued at the Closing, be duly and validly issued units of Creditor Aggregator LP, free and clear of all Encumbrances.

(b) All Consideration Equity Interests to be issued as part of the Purchase Price have been or will be duly authorized and reserved and will, when issued at the Closing, be duly and validly issued units of Creditor Aggregator LP, free and clear of all Encumbrances.

5.5 Brokers. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchasers in connection with the transactions contemplated by this Agreement that would obligate Sellers to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the transactions contemplated by this Agreement based upon any arrangement made by or on behalf of Purchasers.

5.6 GST Registration. Can Purchaser SPV shall be registered for the purposes of the GST Legislation. This registration will have an effective date on or before the Closing Date.

5.7 "As Is, Where Is" Basis. Purchasers acknowledge and agree that they have conducted to their satisfaction an independent investigation and verification of the Acquired Assets, the UrtheCast Target Businesses, and the UrtheCast Target Business Products (including the state of title thereof and/or the status of any Encumbrances and Permitted Encumbrances), the Assumed Liabilities and all related operations of Sellers, and, based solely thereon, has determined to proceed with the transaction contemplated by this Agreement. Purchasers have relied solely upon the results their own independent investigation and verification, and the representations and warranties of Sellers expressly and specifically set out in Article IV, and Purchasers understand, acknowledge and agree that all other representations, warranties and statements of any kind whatsoever, express or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Sellers or the UrtheCast Target Businesses or the UrtheCast Target Business Products, or the quality, quantity or condition of the Acquired Assets) are specifically disclaimed by the Sellers. Except for the representations and warranties expressly and specifically set forth in Article IV, none of Sellers makes or provides any warranty or representation, express or implied, as to the quality, merchantability, fitness for a particular purpose, conformity to samples or conditions of the Acquired Assets, or any part thereof.

5.8 CCAA Proceeding. Purchasers acknowledge that Sellers are subject to the CCAA Proceedings, which will likely result in the imminent wind-up or dissolution of one or more of Sellers and the Retained Entities.

ARTICLE VI

COVENANTS OF SELLERS AND/OR PURCHASERS

6.1 Conduct of Business of Sellers.

(a) During the Pre-Closing Period, except (x) as required by Law, (y) as expressly required or authorized by this Agreement, the Amended and Restated Initial Order, the DIP Facility Credit Agreement or the SISP or (z) as consented to in writing by Purchasers (such consent not to be unreasonably withheld, delayed or conditioned), Sellers shall, and shall cause their Subsidiaries to use commercially reasonable efforts to (A) continue to conduct and operate the UrtheCast Target Businesses and the Acquired Assets in the Ordinary Course of Business and preserve intact its business organizations and relationships, (B) maintain the UrtheCast Target Businesses and the Acquired Assets, (C) keep available the services of its officers and Employees, subject to continuation of all furlough arrangements in place as of the Effective Date, (D) maintain and preserve satisfactory relationships with Governmental Bodies, and (E) comply in all material respects with DIP Agreed Weekly Budgets and other obligations set forth by the DIP Facility.

(b) Without limiting the generality of Section 6.1(a), during the Pre-Closing Period, except (x) as required by Law, (y) as expressly required or authorized by this Agreement or the SISP or (z) as consented to in writing by Purchasers (such consent not to be unreasonably withheld, delayed or conditioned), Sellers shall not:

- (i) sell, lease, exchange, transfer or otherwise dispose of, or agree to sell, lease, exchange, transfer or otherwise dispose of, any material Acquired Asset;
- (ii) settle or compromise any material litigation or claims relating to the UrtheCast Target Businesses or the Acquired Assets or that would impose any restrictions or Liabilities on the UrtheCast Target Businesses or Purchaser's use of the Acquired Assets after the Closing;
- (iii) permit, allow or suffer any assets that would be Acquired Assets to be subjected to any Encumbrance other than Permitted Encumbrances;
- (iv) cancel or compromise any material debt or claim that would be included in the Acquired Assets or waive or release any material right of Sellers that would be included in the Acquired Assets;
- (v) recognize any labor organization as a collective bargaining representative of any Persons employed by Sellers or their Subsidiaries, or enter into a collective bargaining agreement or employee association agreement with any labor organization affecting any such Persons;
- (vi) grant any increase in the compensation or benefits of any employee or former employee or any dependent or other person claiming through an

employee or former employee, including the grant, increase or acceleration in any severance, change in control, termination or similar compensation or benefits payable to any employee;

- (vii) enter into any Material Contract or terminate, amend, restate, supplement, extend or waive (partially or completely) any rights under any Material Contract;
- (viii) terminate or fail to renew any Authorization;
- (ix) take any action that would reasonably be expected to prevent or significantly impede or materially delay the completion of the transactions contemplated hereunder;
- (x) make, revoke or change any election relating to Taxes, file any amended Tax Return, request, enter into or obtain any Tax ruling with or from a Governmental Body, or execute or file, or agree to execute or file, with any Governmental Body any agreement or other document extending, or having the effect of extending, the period of assessment or collection of any Taxes, in each case, that could reasonably be expected to have any adverse effect on the Purchasers or any of their Affiliates, for any taxable period, or portion thereof, beginning after the Closing Date; or
- (xi) agree in writing to do any of the foregoing.

(c) Sellers shall provide to Purchasers, on a weekly basis, operating updates and daily cash balances and working capital updates, including rolling monthly cash flow forecasts.

6.2 Consents and Approvals.

(a) Sellers and Purchasers shall each use commercially reasonable efforts (i) to obtain all consents and approvals, as reasonably requested by Purchasers and Sellers, to more effectively consummate the purchase and sale of the Acquired Assets and the assumption and assignment of the Assigned Contracts and Assumed Liabilities, as applicable, together with any other necessary consents and approvals to consummate the transactions contemplated hereby, including, if required, any Mandatory Antitrust Approvals, (ii) to make, as reasonably requested by Purchasers and Sellers, all filings, applications, statements and reports to all authorities which are required to be made prior to the Closing Date by or on behalf of Purchasers and/or Sellers or any of their respective Affiliates pursuant to any applicable Regulation in connection with this Agreement and the transactions contemplated hereby, (iii) to obtain, as reasonably requested by Purchasers and Sellers, all required consents and approvals (if any) to assign and transfer the Authorizations to Purchasers at Closing and, to the extent that one or more of the Authorizations are not transferable, to obtain replacements therefor, and (vi) to satisfy the conditions precedent set out in Article VIII and Article IX by such dates as required to achieve the applicable target closing date set out in the SISP.

(b) In furtherance and not in limitation of the foregoing, each of Sellers and Purchasers shall prepare and file: (i) on a timetable to be agreed by the Parties, all filings required and desirable

to obtain and any Mandatory Antitrust Approval, in each case if and to the extent required; and (ii) all other necessary documents, registrations, statements, petitions, filings and applications for any other consent or approval of any other Governmental Body required to satisfy the conditions set forth in Section 8.4.

(c) Subject to the provisions of Section 3.3 and this Section 6.2, in the event that certain Authorizations are not transferable or replacements therefor are not obtainable on or before the Closing, but such Authorizations are transferable or replacements therefor are obtainable after the Closing, Purchasers and Sellers shall continue to use such reasonable efforts in cooperation with the other after the Closing as may be required to obtain all required consents and approvals to transfer, or obtain replacements for, such Authorizations after Closing and shall do all things reasonably necessary to give Purchasers the benefits which would be obtained under such Authorizations; provided, however, that Sellers' obligations under this Section 6.2(c) shall not restrict Sellers from making any distributions in or terminating the CCAA Proceedings or otherwise winding up their respective affairs or cancelling their existence upon the completion of any such winding up.

(d) Sellers and Purchasers shall use commercially reasonable efforts to (i) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (ii) keep the other Parties informed in all material respects of any material communication received by such Party from, or given by such Party to, any Governmental Body and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby, including providing to the other Parties copies of all such material communications given or received; (iii) provide to the other Party reasonable opportunity to comment on drafts of filings and submissions prior to submitting same to a Governmental Body; and (iv) consult with each other in advance of any meeting or conference (whether in person or by telephone) with any Governmental Body, including in connection with any proceeding by a private party, and provide the other Party an opportunity to participate with at least one attendee in any meetings of a substantive nature with a Governmental Body. The foregoing obligations in this Section 6.2(d) shall be subject to any attorney-client, solicitor-client, work product, or other privilege, and each of the Parties hereto shall coordinate and cooperate fully with the other Parties hereto in exchanging such information and providing such assistance as such other Parties may reasonably request in connection with the foregoing.

(e) If, (i) notwithstanding the applicable provisions of the CCAA, the Sale Order, the Assignment Order (if applicable) and the commercially reasonable efforts of Sellers, any consent to the assignment of an Assigned Contract is not obtained prior to Closing and as a result thereof the Purchasers shall be prevented by a third party from receiving the rights and benefits with respect to an Acquired Asset intended to be transferred hereunder, (ii) any attempted assignment of an Acquired Asset would adversely affect the rights of Sellers thereunder so that the Purchasers would not in fact receive all of the rights and benefits contemplated or (iii) any Acquired Asset is not otherwise capable of sale and/or assignment (after giving effect to the Sale Order, the Assignment Order and the CCAA), then, in each case, Sellers shall, subject to any approval of the CCAA Court that may be required, at the request of the Purchasers and subject to Section 3.3, cooperate with Purchasers in any lawful and commercially reasonable arrangement under which the Purchasers would, to the extent practicable, obtain the economic claims, rights and benefits

under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Purchasers.

6.3 Confidentiality. Purchasers and the Sellers acknowledge that the confidential information provided to them in connection with this Agreement, including under Section 6.4, and the consummation of the transactions contemplated hereby, is subject to the Confidentiality Agreement, dated June 24, 2020, between UrtheCast and SIGA II, LLC, an Affiliate of Purchaser Parent (the “Confidentiality Agreement”). Sellers agree that except as may otherwise be required in connection with the CCAA Proceedings or by Law, they will treat any confidential information provided to or retained by them in accordance with this Agreement as if they were the receiving party under the Confidentiality Agreement and Sellers agree that for purposes of Sellers’ confidentiality obligation hereunder, the term contained in the Confidentiality Agreement shall be deemed to be three (3) years from the Closing Date. The Parties agree that the provisions regarding confidentiality contained in the Confidentiality Agreement shall survive the termination of this Agreement and the Confidentiality Agreement in accordance with the terms set forth therein but shall terminate upon the Closing as to Purchasers and their Representative (as defined therein).

6.4 Purchasers’ Access to Sellers’ Records. From and after Sellers’ execution and delivery of this Agreement, Sellers shall continue to facilitate the due diligence investigations of Purchasers with respect to the Sellers and the UrtheCast Target Businesses in the same manner and scope it provides to Potential Bidders (as defined in the SISP) pursuant to the SISP. At such time as the Purchasers become the Successful Bidder (as defined in the SISP), the Sellers’ shall provide Purchasers (or their designated Representatives) reasonable access, upon reasonable advance notice to Sellers, to Sellers’ Employees, books and records, corporate offices and other facilities for the purpose of conducting such additional due diligence as Purchasers deem appropriate or necessary in order to facilitate Purchasers’ efforts to consummate the transaction provided for herein. Sellers hereby covenant and agree to reasonably cooperate with Purchasers in this regard.

6.5 Notification of Certain Matters.

(a) As promptly as reasonably practicable, Sellers shall give notice to Purchasers of (i) any notice or other communication from any Person alleging that the consent of such Person, which is or may be required in connection with the transactions contemplated by this Agreement or the Ancillary Documents, is not likely to be obtained prior to Closing, (ii) any written objection or proceeding that challenges the transactions contemplated hereby or to the issuance of the Sale Order, and (iii) the status of matters relating to the completion of the transactions contemplated hereby, including promptly furnishing the other with copies of notices or other communications received by Sellers or by any of their respective Affiliates (as the case may be), from any third party and/or any Governmental Body with respect to the transactions contemplated by this Agreement other than as may be provided for in the SISP or communications which are confidential, without prejudice or privileged by their nature.

(b) Each Party hereto shall promptly notify the other party in writing of any fact, change, condition, circumstance or occurrence or non-occurrence of any event that would or would reasonably be expected to (i) constitute a breach or inaccuracy of any of the representations and warranties of such Party had such representation or warranty been made at the time of the

occurrence or non-occurrence of such event, (ii) constitute a breach of any covenant of such Party, or (iii) make the satisfaction of any condition to Closing impossible or unlikely to be satisfied; provided that no such notice shall be deemed to amend or modify the representations and warranties made hereunder or the Sellers Disclosure Letter for purposes of Section 8.6, Section 9.3 or otherwise, or limit the remedies available to any Party hereunder.

6.6 Preservation of Records. Sellers (or any subsequently appointed bankruptcy estate representative, including, but not limited to, a trustee, a creditor trustee or a plan administrator) and Purchasers agree that each of them shall preserve and keep the books and records held by it relating to the pre-Closing Business for a period commencing on the Effective Date and ending at such date on which an orderly wind-down of Sellers' operations has occurred in the reasonable judgment of Purchasers and Sellers and shall make such books and records available to the other Parties (and permit such other Party to make extracts and copies of such books and records at its own expense) as may be reasonably required by such Party in connection with, among other things, facilitating the continuing administration of the CCAA Proceedings, any insurance Claims by, legal proceedings or Tax audits against or governmental investigations of Sellers or Purchasers or in order to enable Sellers or Purchasers to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event that Sellers, on the one hand, or Purchasers, on the other hand, wish to destroy such records during the foregoing period, such Party shall first give twenty (20) days' prior written notice to the other and such other Party shall have the right at its option and expense, upon prior written notice given to such Party within that twenty (20) day period, to take possession of the records within thirty (30) days after the date of such notice.

6.7 Publicity. Neither Sellers nor Purchasers shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party hereto, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchasers or Sellers, disclosure is otherwise required by such party by applicable Law or by the CCAA Court with respect to filings to be made with the CCAA Court in connection with this Agreement; provided that the Party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law or CCAA Court requirement to consult with the other Party with respect to the text thereof.

6.8 Material Adverse Effect. Sellers shall promptly inform Purchasers in writing of the occurrence of any event that has had, or could reasonably expected to have, a Material Adverse Effect or otherwise cause the failure of any of Purchasers' conditions to Closing set forth in Article VIII.

6.9 Sale Free and Clear; No Successor Liability. On the Closing Date, the Acquired Assets shall be transferred to the Purchasers free and clear of all obligations, Liabilities and Encumbrances (other than Permitted Encumbrances).

6.10 Casualty Loss. If, before the Closing, all or any portion of the Acquired Assets is (a) condemned or taken by eminent domain, or (b) is damaged or destroyed by fire, flood or other casualty, Sellers shall promptly notify Purchasers promptly in writing of such fact, (i) in the case of condemnation or taking, Sellers shall promptly assign or pay, as the case may be, any proceeds

thereof to Purchasers at the Closing, and (ii) in the case of fire, flood or other casualty, Sellers shall promptly assign the insurance proceeds therefrom to Purchasers at Closing. Notwithstanding the foregoing, the provisions of this Section 6.10 shall not in any way modify Purchasers' other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect or otherwise cause the failure of any of Purchasers' conditions to Closing set forth in Article VIII.

6.11 Debtors-in-Possession. From the commencement of the CCAA Proceedings through the Closing, Sellers shall continue to operate their business pursuant to and in accordance with the CCAA and Orders of the CCAA Court. Sellers shall not convert or seek to convert the CCAA Proceedings into any form of a liquidation proceeding under the CCAA or any other applicable legislation.

6.12 CCAA Court Filings.

(a) Sellers shall use their reasonable best efforts to obtain the Sale Order on or prior to December 22, 2020.

(b) Provided that the Sale Order has been obtained by December 22, 2020, Sellers shall serve notices of assumption of the Assigned Contracts on all necessary parties on or prior to December 31, 2020.

(c) Sellers shall seek the issuance of the Assignment Orders, including the Land O'Lakes Assignment Order, together with the motion seeking approval of the Sale Order, and shall expeditiously thereafter seek to obtain the US Recognition of the Land O'Lakes Assignment Order and the France Continuation Plan.

(d) Sellers shall use their commercially reasonable efforts to provide Purchasers for review reasonably in advance of filing drafts of such material motions, pleadings or other filings relating to the process of consummating the transactions contemplated by this Agreement to be filed with the CCAA Court, including the motions for issuance of the Sale Order and the Assignment Orders.

(e) In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Sellers shall promptly notify Purchasers of such appeal or stay request and shall provide Purchasers promptly a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchasers with written notice of any motion or application filed in connection with any appeal from such orders. Sellers agree to take all action as may be reasonable and appropriate to defend against such appeal or stay request and Sellers and Purchasers agree to use their reasonable best efforts to obtain an expedited resolution of such appeal or stay request, provided that nothing herein shall preclude the Parties hereto from consummating the transactions contemplated hereby, if the Sale Order shall have been issued and has not been stayed and the Purchasers, in their sole discretion, waive in writing the condition that the Sale Order be a Final Order.

(f) Sellers and the Purchasers acknowledge that this Agreement and the sale of the Acquired Assets and Acquired Subsidiaries, and the assumption of the Assumed Liabilities are subject to CCAA Court approval.

(g) After issuance of the Sale Order, neither the Purchasers nor Sellers shall take any action which is intended to, or fail to take any action the intent of which failure to act is to, result in the reversal, voiding, modification or staying of the Sale Order.

6.13 Financing and Cooperation Matters. Sellers shall use commercially reasonable efforts to provide, and shall use commercially reasonable efforts to cause their respective Representatives to provide, on a timely basis, such cooperation as is reasonably required or requested in connection with Purchasers' efforts to obtain any equity or debt financing, which cooperation may include using commercially reasonable efforts to: (i) upon reasonable advance notice, participate in a reasonable number of due diligence, marketing or other sessions with third parties, and provide reasonable access to documents and other information (including financial statements and information) in connection with due diligence investigations and (ii) reasonably assist with Purchasers' and their Representatives' preparation of definitive documentation and the creation of security interests on the Acquired Assets as part of Purchasers' financing; (iii) to the extent required, cooperate as necessary and appropriate with respect to the release of security interests; and (iv) to update and deliver to the Purchasers from time to time prior to the Closing Date one or more amended and restated Seller Disclosure Letters to the extent necessary to ensure that the Seller Disclosure Letter delivered to Purchasers is accurate and complete.

6.14 Use of Transferred Information.

(a) Each Disclosing Party shall ensure that it has only disclosed to a Recipient any Transferred Information, with respect to which it is responsible, for disclosing to a Recipient that is necessary for the purposes of determining if the Parties shall proceed with the transactions contemplated in this Agreement, and if the determination is made to proceed with such transactions, to complete them.

(b) Prior to the completion of the transactions contemplated in this Agreement, each of the Parties covenants and agrees to:

- (i) use and disclose the Transferred Information solely for the purpose of reviewing and completing the transactions contemplated hereby, including for the purpose of determining whether to complete such transactions;
- (ii) protect the Transferred Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction; providing, however, that such arrangements include, at a minimum, safeguards that are appropriate to the sensitivity of the Transferred Information; and
- (iii) if the transactions contemplated in this Agreement do not proceed, return the Transferred Information to the Disclosing Party or destroy it, at the Disclosing Party's election, within a reasonable time.

(c) After the completion of the transactions contemplated in this Agreement, the Recipient agrees to:

- (i) use and disclose the Transferred Information under its control only for those purposes for which the Transferred Information was initially collected, permitted to be used or disclosed (the “**Permitted Use**”), unless:
 - (A) the Disclosing Party or Recipient have first notified the individual about whom the Transferred Information (each an “**Affected Individual**”) related of any additional purpose, and where required by applicable Law, obtained the consent of the Affected Individual for use of the Transferred Information beyond the Permitted Use, or
 - (B) such use or disclosure is permitted or authorized by applicable Law, without notice to, or consent from, such individual;
- (ii) protect the Transferred Information under its control by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction; providing, however, that such arrangements include, at a minimum, safeguards that are appropriate to the sensitivity of such Transferred Information; and
- (iii) give effect to any withdrawal of consent made by an Affected Individual.

(d) Where required by applicable Law, the Purchasers will notify the Affected Individuals, in accordance with such applicable Law, that the transactions contemplated in this Agreement have taken place and that their Transferred Information has been disclosed.

(e) Nothing in this Section 6.14 is to be construed to restrict the Purchasers or their successors from obtaining, in compliance with applicable Law, the consent of an Affected Individual to the collection, use, disclosure of Personal Information about that Affected Individual for purposes that are beyond the Permitted Use, and, in such circumstances, such obtained consent will govern to the extent it is inconsistent or conflicts with the obligations under this Section 6.14 with respect to the applicable Transferred Information.

6.15 Specified Interim Payments. During the Pre-Closing Period, any Specified Interim Payment received by any Seller or an Acquired Entity shall be immediately transferred by such receiving Seller (and UrtheCast shall cause any such receiving Acquired Entity to transfer) to a segregated bank account with a Canadian chartered bank controlled by the applicable Seller or Acquired Entity, which Specified Interim Payments shall be held by the Sellers (and UrtheCast shall cause any Acquired Entity to hold such transferred amount) in trust for Purchasers as Acquired Assets pending the occurrence of Closing . The Sellers shall be permitted to access such funds and use them for working capital purposes during the pre-Closing period, subject to obtaining the prior consent of the Purchasers as to the quantum and uses of such amounts. At the Closing, the Sellers shall cause the remaining Specified Interim Payments to be transferred by wire transfer of immediately available funds to an account designated by the Purchasers in writing prior to the Closing.

ARTICLE VII

EMPLOYEE MATTERS

7.1 Covenants of Sellers with respect to Employees.

(a) Purchasers intend to make employment offers to certain Employees of Sellers to be determined as promptly as practicable after the date of this Agreement, on terms and conditions to be determined by Purchasers. Sellers shall provide reasonable assistance to facilitate the transfer of all Employees that Purchasers elect to hire, which may be subject to any temporary layoff or reduction in effect at Closing, including, without limitation, providing Purchasers access to such Employees' personnel records and such other information regarding the Employees as Purchasers may reasonably request, consistent with Section 7.2 hereof, provided that it shall not be an event of default if any Employee does not accept an employment offer from the Purchasers. All Employees who receive and accept employment offers from Purchasers and who accept such offers of employment are hereinafter referred to as the "Transferred Employees".

(b) During the Pre-Closing Period, except as consented to in writing by Purchasers (such consent not to be unreasonably withheld, delayed or conditioned), and without limiting the obligations and restrictions set forth in Section 6.1, Sellers (i) shall satisfy all pre-Closing legal or contractual requirements to provide notice to, or to enter into any consultation procedure with, any labor union or organization, which is representing any Employee, in connection with the transactions contemplated by this Agreement, and (ii) shall not (A) enter into, establish, adopt, materially amend or terminate any Employee Plan (or any plan or arrangement that would be an Employee Plan if in existence on the date of this Agreement), other than as required by Law, (B) increase the compensation and benefits payable or to become payable to Employees or former Employees or any dependent or other person claiming through an Employee or former Employee, (C) grant any extraordinary bonuses, benefits or other forms of directors' or consultants' compensation, (D) promote, hire or terminate the employment of (other than for cause) any Employee or (E) transfer the employment of any individual such that such individual becomes an Employee or transfer the employment of any Employee such that such individual no longer qualifies as an Employee.

(c) Can Purchaser intends to put in place no later than the Closing Date a new group health and welfare insurance policy to provide coverage to Purchasers' Canadian employees, including the Transferred Employees (the "New Canadian Employee Plan"). UrtheCast will use commercially reasonable efforts to maintain the eligibility of the Transferred Employees to claim benefits under the current Employee Plan with The Manufacturers Life Insurance Company (the "Current Canadian Employee Plan"), until the Transferred Employees become eligible to claim benefits under the New Canadian Employee Plan; provided that any premiums under the Current Canadian Employee Plan in respect of the Transferred Employees from and after the Closing shall be paid by Can Purchaser.

7.2 Covenants of Purchasers with respect to Employees.

(a) Purchasers shall assume the Employee Plans described in Section 7.2(a) of the Sellers Disclosure Letter (collectively, the "Assumed Plans"). Purchasers, on the one hand, and Sellers, on the other, shall take such actions as are necessary and reasonably requested by the other

Party to cause Purchasers to assume sponsorship of and responsibility for administration and operation of such Employee Plans as of the Closing and to effect the transfer of all assets and benefit liabilities of the Assumed Plans together with all related trust, insurance policies and administrative services agreements, effective as soon as practicable following the Closing.

(b) On and following the Effective Date, Sellers and Purchasers shall reasonably cooperate in all matters reasonably necessary to effect the transactions contemplated by this Section 7.2, including exchanging information and data relating to workers' compensation, employee benefits and employee benefit plan coverage, and in obtaining any governmental approvals required hereunder, except as would result in the violation of any applicable Law, including without limitation, any Law relating to the safeguarding of data privacy.

(c) The provisions of this Section 7.2 are for the sole benefit of the Parties to this Agreement only and shall not be construed to grant any rights, as a third party beneficiary or otherwise, to any person who is not a Party to this Agreement, nor shall any provision of this Agreement except solely for the purpose of giving effect to Sections 7.2(a) and 7.2(b) be deemed to be the adoption of, or an amendment to, any Employee Plan, or otherwise to limit the right of Purchasers or Sellers to amend, modify or terminate any such Employee Plan. In addition, nothing contained herein shall be construed to (i) prohibit any amendments to or termination of any Employee Plan or (ii) prohibit the termination or change in terms of employment of any Employee (including any Transferred Employee) as permitted under applicable Law. Nothing herein, expressed or implied, shall confer upon any Employee (including any Transferred Employee) any rights or remedies (including, without limitation, any right to employment or continued employment for any specified period) of any nature or kind whatsoever, under or by reason of any provision of this Agreement.

ARTICLE VIII

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASERS

The obligations of Purchasers to consummate the Closing are subject to satisfaction (or, to the extent permitted by applicable Law, waiver by Purchasers) of the following conditions precedent on or before the Closing Date.

8.1 CCAA Court Approvals. The Sale Order, the Land O'Lakes Assignment Order and the Assignment Orders shall have been issued by the CCAA Court (each in form and substance satisfactory to Purchasers) shall be Final Orders.

8.2 US Recognition Orders. The US Recognition Order of Sale Order and the US Recognition of the Land O'Lakes Assignment Order shall have been issued by the United States Bankruptcy Court for the District of Minnesota (each in form and substance satisfactory to Purchasers) and shall be Final Orders.

8.3 France Continuation Plan. The France Continuation Plan shall have been approved by the Commercial Court of Toulouse (in form and substance satisfactory to Purchasers) and shall be a Final Order.

8.4 Mandatory Antitrust Approvals. All Mandatory Antitrust Approvals (if any) shall have been obtained.

8.5 No Court Orders. No court or other Governmental Body shall have issued, enacted, entered, promulgated or enforced any Law or Order that has not been vacated, withdrawn or overturned restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

8.6 Representations and Warranties. All representations and warranties of Sellers contained in this Agreement that are not qualified by “materiality” or “Material Adverse Effect” shall be true and correct in all material respects as of the Closing Time with the same effect as though made on and as of that date, and all representations and warranties of Sellers contained in this Agreement that are qualified by “materiality” or “Material Adverse Effect” shall be true and correct in all respects as of the Closing Time with the same effect as though made on and as of that date.

8.7 Compliance with Covenants. Sellers shall have performed or complied in all material respects with all of their covenants and obligations hereunder which are required to be performed or complied with at or prior to Closing.

8.8 No Material Adverse Effect. Since the Effective Date, there shall not have been a Material Adverse Effect since the date of this Agreement.

8.9 Assigned Contracts. All consents, approvals or waivers necessary to assign the Assigned Contracts to the Purchasers shall have been obtained, or an Assignment Order shall have been granted by the CCAA Court in respect of such Assigned Contracts where necessary consents, approvals or waivers have not been obtained.

8.10 Authorizations. Purchasers (or the applicable Designated Purchaser) shall have received (and there shall be in full force and effect), in each case in form and substance satisfactory to Purchasers, either by transfer or re-issuance, all material Authorizations required to operate the UrtheCast Target Businesses and Acquired Assets, including those set forth (or required to be set forth) in Section 4.3(a) of the Sellers Disclosure Letter, consistent in all material respects with historical operations.

8.11 Indebtedness. All indebtedness and similar obligations of any Acquired Entity (including but not limited to any intercompany balances, payables or similar obligations owing to any Affiliate that is not an Acquired Entity, but excluding any intercompany balances, payables or similar obligations owing between Acquired Entities) shall have been fully extinguished in a manner satisfactory to the Purchasers (acting reasonably) on or prior to the Closing Date, other than any indebtedness that expressly constitutes an Assumed Liability, and written evidence thereof shall have been provided to Purchasers (in form and substance satisfactory to Purchasers, acting reasonably).

8.12 Key Employees. Each of the Employees determined and identified by the Purchasers (in their discretion) and notified to the Sellers during the Pre-Closing Period (the “Key Employees”) shall have accepted employment offers or entered into employment agreements with Can Purchaser, on terms satisfactory to Can Purchaser, acting reasonably.

8.13 Delivery of Acquired Assets. Each of the deliveries required to be made to Purchasers pursuant to Section 10.2 shall have been so delivered and at Closing, Sellers shall deliver possession of all Acquired Assets to Purchasers, in situ, wherever such Acquired Assets are located at Closing consistent with the terms of this Agreement.

8.14 Corporate Documents. Sellers shall have delivered to Purchasers copies of the resolutions of Sellers' board of directors or similar governing body, as applicable, evidencing the approval of this Agreement and the transactions contemplated hereby.

8.15 Release of Encumbrances. The Sale Order shall provide for the release of any and all Encumbrances on the Acquired Assets other than Permitted Encumbrances, and Purchasers shall have received such documents or instruments as may be required, in Purchasers' reasonable discretion, to demonstrate that, effective as of the Closing Date, the assets of the Acquired Entities are released from any and all Encumbrances other than Permitted Encumbrances.

8.16 DIP Facility Compliance. Immediately prior to the Closing, there has not been an Event of Default as defined in the DIP Facility Credit Agreement that has not been cured or otherwise waived by the DIP Lender, in its sole discretion.

8.17 Land O'Lakes Condition. The Land O'Lakes Condition shall have been satisfied.

8.18 GoC Financing Condition. The GoC Financing Condition shall have been satisfied.

8.19 Cancellation of Secured Debt. All Secured Debt held by Non-Participating Secured Lenders shall have been fully and finally terminated, forgiven and otherwise cancelled, and written evidence thereof shall have been provided to Purchasers (in form and substance satisfactory to Purchasers, acting reasonably).

ARTICLE IX

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

The obligations of Sellers to consummate the Closing are subject to satisfaction (or, to the extent permitted by applicable Law, waiver by Sellers) of the following conditions precedent on or before the Closing Date:

9.1 CCAA Court Approvals. The Sale Order shall have been issued by the CCAA Court.

9.2 No Court Orders. No court or other Governmental Body shall have issued, enacted, entered, promulgated or enforced any Law or Order that has not been vacated, withdrawn or overturned restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

9.3 Representations and Warranties. All representations and warranties of Purchasers contained in this Agreement that are not qualified by "materiality" or "Material Adverse Effect" shall be true and correct in all material respects as of the Closing Time with the same effect as though made on and as of that date, and all representations and warranties of Purchasers contained in this Agreement that are qualified by "materiality" or "Material Adverse Effect" shall be true and correct in all respects as of the Closing Time with the same effect as though made on and as of that date.

9.4 Compliance with Covenants. Purchasers shall have performed or complied in all material respects with all of its covenants and obligations hereunder which are required to be performed or complied with at or prior to Closing.

9.5 Corporate Documents. Purchasers shall have delivered to Sellers copies of the resolutions of Purchasers' board of managers evidencing the approval of this Agreement and the transactions contemplated hereby.

9.6 Cancellation of Secured Debt. All Secured Debt held by Non-Participating Secured Lenders shall have been fully and finally terminated, forgiven and otherwise cancelled.

ARTICLE X

CLOSING

10.1 Closing. Unless otherwise mutually agreed by the Parties, the closing of the purchase and sale of the Acquired Assets, the payment of the Purchase Price, the assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the "Closing") shall take place on the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VIII and Article IX (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), or at such other place and time as the Parties may agree.

10.2 Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver, in addition to the other documents contemplated by this Agreement, the following to Purchasers:

(a) a bill of sale substantially in the form attached hereto as Exhibit A duly executed by the applicable Seller;

(b) an assignment and assumption agreement substantially in the form attached hereto as Exhibit B (the "Assignment and Assumption Agreement") duly executed by the applicable Seller;

(c) a true copy of the Sale Order, US Recognition Order of Sale Order, the US Recognition of Land O'Lakes Assignment Order, the France Continuation Plan, and any Assignment Orders (if applicable);

(d) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of each Seller certifying that the conditions set forth in Section 8.6 and Section 8.7 have been satisfied;

(e) an instrument of assumption and assignment of the Assigned Contracts regarding leased real property substantially in the form attached hereto as Exhibit C (the "Assignment and Assumption of Leases"), duly executed by the applicable Seller, in form for recordation with the appropriate public land records to the extent the underlying lease is of record;

(f) a Confirmatory Intellectual Property Assignment substantially in the form attached hereto as Exhibit D (the "Confirmatory IP Assignment"), duly executed by the applicable Seller;

(g) an accession agreement in respect of the limited partnership agreement in respect of Creditor Aggregator LP, duly executed by the Participating Secured Lenders;

(h) possession of all owned real property included in the Acquired Assets, together with duly executed and acknowledged transfer deeds for all such owned real property conveying the owned real property subject only to Permitted Encumbrances, and any existing surveys, legal descriptions and title policies that are in the possession of Sellers;

(i) possession of the Acquired Assets and the UrtheCast Target Businesses *in situ*, wherever such Acquired Assets are located at the Closing consistent with the terms of this Agreement;

(j) stock powers or similar instruments of transfer, duly executed by the applicable Seller, transferring all of the capital stock or other equity interests of each Acquired Subsidiary to a Purchaser or Designated Purchaser designated by Purchasers (it being understood that such instruments shall address the requirements under applicable Law local to the jurisdiction of organization of each such Acquired Subsidiary necessary to effect and make enforceable the transfer to Purchasers of the legal and beneficial title to such capital stock or other equity interests);

(k) all tax elections or designations described in Section 12.14 duly executed by Sellers;

(l) an assignment and assumption agreement with respect to all rights, title and interests of Deimos Imaging S.L.U. in the Winfield Solutions Licenses, to be transferred and assigned to or at the direction of Purchasers, substantially in the form of the Assignment and Assumption Agreement, duly executed by Deimos Imaging S.L.U.;

(m) an assignment and assumption agreement with respect to any Assigned Contracts (including any Assigned Contracts regarding leased real property) held by UrtheCast USA to be transferred and assigned to or at the direction of Purchasers, substantially in the form of the Assignment and Assumption Agreement and the Assignment and Assumption of Leases, duly executed by UrtheCast USA;

(n) a bill of sale and assignment agreement with respect to the conveyance of any Omitted Assets (if any) required to be transferred and assigned to Purchasers pursuant to Section 2.6, in form and substance reasonably satisfactory to Purchasers, duly executed by each of the Retained Subsidiaries;

(o) any Specified Interim Payment, as contemplated by Section 6.15; and

(p) such other bills of sale, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to Purchasers, as Purchasers may reasonably request to vest in Purchasers all of Sellers' right, title and interest of Sellers in, to or under any or all the Acquired Assets, including all owned real property included in the Acquired Assets.

10.3 Deliveries by Purchasers. At the Closing, Purchasers will deliver the following:

(a) if applicable, the Cash Balance payable pursuant to and in accordance with Section 3.1;

(b) evidence of the Purchaser Holdco Equity Interests issued to Creditor Aggregator LP and evidence of the Consideration Equity Interests issued to Participating Secured Lenders pursuant to and in accordance with Section 3.1;

(c) a confirmation, acknowledgement or other documentation satisfactory to the Sellers to be delivered by Purchasers, confirming the quantum of the credit to be applied against the obligations owing by the Sellers to the DIP Lender under the DIP Financing Credit Agreement towards satisfaction of the Cash Purchase Price all as contemplated by Section 3.2(a), such confirmation being subject to Monitor approval;

(d) the Assignment and Assumption Agreement duly executed by the applicable Purchaser;

(e) the Assignment and Assumption of Leases duly executed by the applicable Purchaser;

(f) the Confirmatory IP Assignment, executed by the applicable Purchaser;

(g) all tax elections or designations described in Section 12.14, duly executed by Purchasers;

(h) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of each Purchaser certifying that the conditions set forth in Section 9.3 and Section 9.4 have been satisfied; and

(i) such other documents as Sellers may reasonably request that are not inconsistent with the terms of this Agreement and customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

10.4 Monitor's Certificate. Upon satisfaction or waiver by the Purchasers of all applicable conditions precedent to Closing under Article VIII and delivery to the Purchasers of all applicable Closing deliverables under Section 10.2, the Purchasers shall deliver to the Monitor a certificate, dated as of the Closing Date, confirming the satisfaction or waiver of such conditions precedent to Closing and delivery of such Closing deliverables (the "Purchasers' Conditions Certificate"). Upon satisfaction or waiver by the Sellers of all applicable conditions precedent to Closing under Article IX and delivery to the Sellers of all applicable Closing deliverables under Section 10.3, the Sellers shall deliver to the Monitor a certificate, dated as of the Closing Date, confirming the satisfaction or waiver of such conditions precedent and delivery of such Closing deliverables (the "Sellers' Conditions Certificate" and together with the Purchasers' Conditions Certificate, the "Conditions Certificates"). Upon receipt by the Monitor of each of the Conditions Certificates, the Monitor shall (i) file as soon as practicable a copy of the Monitor's Certificate with the CCAA Court, at which time the Closing will be deemed to have occurred; and (ii) issue a true copy of such filed Monitor's Certificate to Sellers and Purchasers. For greater certainty, the Monitor shall be entitled to rely exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

ARTICLE XI **TERMINATION**

11.1 Termination of Agreement. This Agreement and the transactions contemplated hereby may be terminated at any time on or prior to the Closing Date:

- (a) Mutual Consent. By mutual written consent of Purchasers and Sellers.
- (b) Termination by Purchasers or Sellers.
 - (i) by Purchasers or Sellers, if the Closing shall not have occurred on or prior to the later of (A) January 15, 2021 (such date, the “Outside Date”), subject to Section 11.2; provided, however, that (1) Sellers and Purchasers shall not be entitled to terminate this Agreement pursuant to this Section 11.1(b)(i) if the failure of the Closing to have occurred by the date specified above is caused by such Party’s breach of any of its obligations under this Agreement and (2) if the Closing shall not have occurred by January 15, 2020, Purchasers shall have the right, in their sole discretion, to change the Outside Date (on one or more occasions) to a date that is no later than April 30, 2020, which right shall be exercised by the delivery of written notice of such change to Sellers not less than one Business Day before the then-effective Outside Date;
 - (ii) by Purchasers or Sellers, if the CCAA Court or other court of competent jurisdiction or a governmental, quasi-governmental, regulatory or administrative department, agency, commission or authority shall have issued or enacted an Order or Law restraining, enjoining or otherwise prohibiting the Closing, which is not capable of appeal; provided, however, that Sellers and Purchasers shall not be entitled to terminate this Agreement pursuant to this Section 11.1(b)(ii) if such Order is caused by such Party’s breach of any of its obligations under this Agreement;
 - (iii) by Purchasers or Sellers, if the CCAA Court issues an Order approving an Alternate Transaction; or
 - (iv) by Purchasers or Sellers, if the Sale Order shall not have been issued by the CCAA Court on or prior to December 22, 2020 or if the Sale Order has been issued by such date but has been amended, supplemented or otherwise modified in any respect without the prior written consent of Purchasers.
- (c) Termination by Purchasers.
 - (i) by Purchasers, if (A) Land O’Lakes or any of Sellers terminates the Geosys Purchase Agreement, (B) Winfield Solutions, UrtheCast or any of its Subsidiaries terminates the Winfield Solutions Licenses, or (C) any of the parties to the Subscription Agreements terminate any of the Subscription Agreements;

- (ii) by Purchasers, if (A) the SISP Order is amended, supplemented or otherwise modified in any manner adverse to Purchasers or (B) the SISP Order shall fail to be in full force and effect or shall have been stayed, reversed, modified or amended in any manner adverse to Purchasers (other than in any *de minimis* respect), in each case without the prior written consent of Purchasers;
- (iii) by Purchasers, if following its issuance, the Sale Order shall fail to be in full force and effect or shall have been stayed, reversed, modified or amended in any respect without the prior written consent of Purchasers, acting reasonably;
- (iv) by Purchasers, if there is any unwaived and uncured Event of Default (as defined in the DIP Facility Credit Agreement) under the DIP Facility;
- (v) by Purchasers, if the CCAA Proceedings are terminated or a licensed insolvency trustee or receiver is appointed in respect of Sellers and their Subsidiaries, and such licensed insolvency trustee or receiver refuses to proceed with the transactions contemplated by this Agreement;
- (vi) by Purchasers, if a breach of any representation, warranty, covenant or agreement on the part of Sellers set forth in this Agreement shall have occurred that would cause any of the conditions set forth in Article VIII not to be satisfied, and such breach is incapable of being cured or, if capable of being cured, Sellers have failed to cure such breach within ten (10) days of receipt of written notification thereof or which by its nature or timing cannot be cured within such time period;
- (vii) by Purchasers, if either (a) Sellers or their Affiliates request or (b) the CCAA Court approves any amendments or modifications to the SISP that materially adversely affects the interests of Purchasers, the DIP Lender, or the transactions contemplated by this Agreement (which, for the avoidance of doubt, include any amendments or modifications to the Minimum Purchase Price or the Outside Date (as defined and established under the SISP), any amendments or modifications to the requirements set out for Phase 1 Qualified Bids in sections 9, 10, 11, 13 or 14 of the SISP or for Phase 2 Qualified Bids in sections 23, 24 or 26 of the SISP, and any amendment or modification to the terms and conditions set forth in sections 27, 28, 29, 30, 31 or 32 of the SISP);
- (viii) by Purchasers, acting reasonably, if the CCAA Court enters any Order inconsistent with the SISP Order, the Sale Order or the Acquisition, other than in any *de minimus* respect;
- (ix) by Purchasers, if any creditor of any Seller obtains a final and unstayed Order of the CCAA Court granting relief from the stay to foreclose or

exercise enforcement rights on any portion of the Acquired Assets in excess of C\$250,000 in the aggregate; or

(x) by Purchasers, if a Material Adverse Effect occurs.

(d) Termination by Sellers. By Sellers, if a breach of any representation, warranty, covenant or agreement on the part of Purchasers set forth in this Agreement shall have occurred that would cause any of the conditions set forth in Article IX not to be satisfied, and such breach is incapable of being cured or, if capable of being cured, Purchasers have failed to cure such breach within thirty (30) days of receipt of written notification thereof or which by its nature or timing cannot be cured within such time period.

11.2 Procedure and Effect of Termination. If this Agreement is terminated pursuant to Section 11.1, written notice thereof shall forthwith be given to the other Parties to this Agreement and the Monitor and all further obligations of the Parties under this Agreement shall terminate; provided, however, that the Parties shall, in all events, remain bound by and continue to be subject to the provisions set forth in this Article XI.

11.3 Disposition Amount and Expense Reimbursement Amount.

(a) In consideration of Purchasers and their Affiliates having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets to be included in the Acquired Assets, and to compensate Purchasers as a stalking-horse bidder, if this Agreement is terminated and any other sale of all or a portion of the Acquired Assets or a plan in the CCAA Proceedings involving all or a portion of the Acquired Assets that (1) is consummated within six months of such termination, (2) provides any cash on closing to the Sellers or their stakeholders, and (3) did not arise following a termination of this Agreement solely pursuant to Section 11.1(d) due to a material breach of this Agreement by Purchasers, is consummated (in either case, an “Alternate Transaction”), then Sellers shall pay to Purchaser Holdco (or as otherwise directed by Purchaser Holdco) in cash immediately following the closing of such Alternate Transaction, the sum of:

- (i) the Expense Reimbursement Amount, not to exceed \$1,000,000; and
- (ii) an amount equal to 3.0% of the aggregate value of the consideration to be received by the Applicants and their stakeholders pursuant to the Alternate Transaction (the “Disposition Amount”), not to exceed \$1,500,000.

(b) Any Disposition Amounts shall be paid by Sellers to Purchasers without deduction or withholding for taxes, unless a tax deduction is required by applicable Law.

(c) Sellers’ obligation to pay the Disposition Amount and Expense Reimbursement Amount pursuant to this Section 11.3 shall survive termination of this Agreement and shall be secured by the Break Fee Charge granted in favor of Purchasers pursuant to the SISP Order. No other amounts shall be payable by Sellers to Purchasers arising from or in connection with the termination of this Agreement other than as provided for in this Section 11.3.

ARTICLE XII

MISCELLANEOUS

12.1 Expenses. Except as otherwise provided herein (including without limitation, Sections 2.6 and 11.3) or the SISP Order, each Party hereto shall bear its own expenses with respect to the transactions contemplated hereby.

12.2 Release. Except as otherwise contained herein, effective as of the Closing, Purchasers, and each of them, hereby release and forever discharge the Monitor and its respective affiliates, and their respective successors and assigns, and all of the officers, directors, partners, shareholders, employees and agents of the Monitor and the Sellers (collectively, the “Released Parties”), from all actual or potential Claims which such Person had, has or may have in the future to the extent relating to the Acquired Assets or the Assumed Liabilities, unless arising from fraud, gross negligence or willful misconduct of any of the Released Parties.

12.3 Survival of Representations and Warranties; Survival of Confidentiality. The Parties agree that the representations and warranties contained in this Agreement shall expire upon the Closing Date. Except as otherwise provided herein, the Parties agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive in accordance with the terms of the particular covenant or until fully performed.

12.4 Amendment; Waiver. This Agreement may be amended, supplemented or changed, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought; provided that, notwithstanding the foregoing, the Acquired Assets and Assigned Contracts may be amended in accordance with Section 2.5. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable Law.

12.5 Notices. Any notice, request, instruction or other document to be given hereunder by a Party hereto shall be in writing and shall be deemed to have been given (i) when received if given in person, (ii) on the date of transmission if sent by electronic mail, or (iii) one (1) Business Day after being delivered to a nationally known commercial courier service providing next day delivery service (such as FedEx):

- (a) If to Sellers, addressed as follows:

UrtheCast Corp.
Unit 33 – 1055 Canada Place
Vancouver, BC V6C 0C3

Attention : Don Osborne
Email : dosborne@urthecast.ca

With a copy (which shall not constitute notice) to:

Bennett Jones LLP
666 Burrard Street, Suite 2500
Vancouver, BC V6C 2X8

Attention : Christian Gauthier
Email : gauthierc@bennettjones.com

- (b) If to Purchasers, addressed as follows:

c/o Antarctica Infrastructure Partners LLC
630 Fifth Avenue, 20th Floor
New York, NY 10111

Attention: Chandra Patel
Email: crpatel@antarctica.com

With a copy (which shall not constitute notice) to:

McCarthy Tétrault LLP
PO Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6

Attention: Jonathan See
Email: jsee@mccarthy.ca

- (c) If to the Monitor, addressed as follows

Ernst & Young Inc., as Monitor
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Mike Bell
Email: mike.bell@ca.ey.com

or to such other individual or address as a Party hereto may designate for itself by notice given as herein provided.

12.6 Effect of Investigations. Any due diligence review, audit or other investigation or inquiry undertaken or performed by or on behalf of Purchasers shall not limit, qualify, modify or amend the representations, warranties and covenants of, and indemnities by, Sellers made or undertaken pursuant to this Agreement, irrespective of the knowledge and information received (or which should have been received) therefrom by Purchasers.

12.7 Counterparts; Electronic Signatures.

(a) This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) The exchange of copies of this Agreement and of signature pages by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

12.8 Headings. The headings preceding the text of Articles and Sections of this Agreement and the Sellers Disclosure Letter are for convenience only and shall not be deemed part of this Agreement.

12.9 Applicable Law and Jurisdiction. Subject to any provision in this Agreement and any Ancillary Document to the contrary, this Agreement (and all documents, instruments, and agreements executed and delivered pursuant to the terms and provisions hereof) shall be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. Purchasers and Sellers further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to (a) the interpretation and enforcement of this Agreement or any Ancillary Document and/or (b) the Acquired Assets and/or Assumed Liabilities and the Parties expressly consent to and agree not to contest such jurisdiction.

12.10 Binding Nature; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the Parties hereto without prior written consent of the other Parties, provided that, Purchasers may grant a security interest in its rights and interests hereunder to its third party lender(s). Nothing contained herein, express or implied, is intended to confer on any Person other than the Parties hereto or their successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12.11 Designated Purchasers. In connection with the Closing, notwithstanding Section 12.10 or anything to the contrary contained herein, Purchasers shall be entitled to designate, in accordance with the terms of this paragraph, one or more Subsidiaries or Affiliates of Purchasers to (a) purchase specified Acquired Assets (including specified Assigned Contracts) and pay the corresponding Purchase Price amount, (b) assume specified Assumed Liabilities, (c) employ specified Transferred Employees on and after the Closing Date, (d) perform any of the other covenants and agreements hereunder to be performed by Purchasers and (e) be entitled to the rights

and benefits afforded to Purchasers hereunder (any such Subsidiary or Affiliate of Purchasers that shall be designated in accordance with this clause, a “Designated Purchaser”). Upon any such designation of a Designated Purchaser, such Designated Purchaser shall be solely responsible with respect to the payment of the corresponding Purchase Price, the specified Assumed Liabilities and employment of the specified Transferred Employees. Any reference to Purchasers made in this Agreement in respect of any right, obligation, purchase, assumption or employment referred to in this paragraph shall be deemed a reference to the appropriate Designated Purchaser, if any, with respect to the applicable obligation or right. All obligations of Purchasers and any Designated Purchaser shall be several and not joint and, notwithstanding anything to the contrary contained herein, neither Purchasers nor any other Designated Purchaser shall have any obligation for any Assumed Liabilities assumed by a particular Designated Purchaser at the Closing and any prior obligations of the Purchasers are novated and released. For the avoidance of doubt, no designation of a Designated Purchaser hereunder shall expand or otherwise affect any limitation on Purchasers’ obligations hereunder, it being understood that such limitations shall apply to the aggregate Liabilities of Purchasers and any Designated Purchaser(s) hereunder. The above designations shall be made by Purchasers by way of a written notice to be delivered to Sellers in no event later than five (5) Business Days prior to the anticipated Closing Date; provided, however, that no such designation may be made if the timing of such designation would reasonably be expected to delay the Closing. In addition, the Parties agree to modify any Closing deliverables in accordance with the foregoing designation. Any Designated Purchasers are intended third party beneficiaries of this Agreement, and this Agreement may be enforced by such Designated Purchasers.

12.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective Affiliates and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, Liability, reimbursement, Claim of Action or other right.

12.13 No Recourse. This Agreement may only be enforced against, and any Claims or causes of Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as Parties hereto and no Purchaser Related Party shall have any Liability for any obligations or liabilities of the Parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of Sellers against Purchasers hereunder, in no event shall Sellers or any of their Affiliates, and Sellers agree not to and to cause their Affiliates not to, seek to enforce this Agreement against, make any Claims for breach of this Agreement against, or seek to recover monetary damages from, any Purchaser Related Party.

12.14 Tax Matters.

(a) Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or similar fees or other Taxes (other than any Taxes imposed on the Sellers), governmental charges and recording charges (including any interest and penalty thereon) which may be applicable to, or resulting from, or payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby (the “Transfer Taxes”) shall be borne by Purchasers and the Parties agree to attend to the remittance thereof in accordance with applicable law.

(b) Cooperation on Tax Matters. Purchasers shall make available to Sellers, and Sellers shall make available to Purchasers, (i) such records, personnel and advisors as any such Party may require for the preparation of any Tax Returns required to be filed by Sellers or Purchasers, as the case may be, and (ii) such records, personnel and advisors as Sellers or Purchasers may require for the defense of any audit, examination, administrative appeal, or litigation of any Tax Return in which Sellers or Purchasers was included. Sellers agree to provide all reasonable cooperation to Purchasers, and shall make available to Purchasers such records, personnel and advisors as is reasonably necessary for Purchasers, in determining the Tax attributes of Sellers and their Subsidiaries.

(c) Allocation of Purchase Price. The Purchase Price shall be allocated among the Acquired Assets in accordance with their respective fair market values and in accordance with applicable tax Laws. As soon as reasonably practicable and in no event later than sixty (60) days after the Closing Date, Purchasers shall provide Sellers with an allocation of the Purchase Price for all purposes, including any liabilities properly included therein among the Acquired Assets and the agreements provided for herein, for all purposes and the Sellers shall be entitled to provide their reasonable comments.

(d) Section 167 Election. In respect of the Acquired Assets situated in Canada and purchased from UrtheCast, at the request of the Purchasers, the Sellers agree to jointly elect with Purchasers pursuant to section 167 of the GST Legislation, provided that such election shall be prepared by the Purchasers and filed by the Purchasers in prescribed form and within the time limits contained in the GST Legislation with the appropriate Governmental Body. The Parties will consider whether a similar election is available for other Acquired Assets.

(e) Withholding. Purchasers, and any Person acting on their behalf, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Seller or any other Person such amounts as Purchasers are required to deduct and withhold under the Code, or any Tax Law, with respect to the making of such payment; provided that Purchasers shall consult with the affected Sellers or other Persons in good faith prior to making such withholding or deduction and the Parties hereto shall reasonably cooperate to reduce or eliminate any such amounts. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to Sellers or the Person in respect of whom such deductions and withholding was made, as the case may be.

12.15 Construction.

(a) The information contained in the Sellers Disclosure Letter is disclosed solely for the purposes of this Agreement and may include items or information not required to be disclosed under this Agreement, and no information contained in any Sellers Disclosure Letter shall be deemed to be an admission by any Party hereto to any third Person of any matter whatsoever, including an admission of any violation of any Laws or breach of any agreement. No information contained in any section of the Sellers Disclosure Letter shall be deemed to be material (whether individually or in the aggregate) to the Business, assets, liabilities, financial position, operations, or results of operations of Sellers nor shall it be deemed to give rise to circumstances which may result in a Material Adverse Effect, in each case solely by reason of it being disclosed. Information contained in a section or subsection of the Sellers Disclosure Letter (or expressly incorporated

therein) shall qualify the representations and warranties made in the identically numbered Section or, if applicable, subsection of this Agreement and all other representations and warranties made in any other section or subsection of the Sellers Disclosure Letter to the extent its applicability to such section or subsection of the Sellers Disclosure Letter is reasonably apparent on its face. References to agreements in the Sellers Disclosure Letter are not intended to be a full description of such agreements, and all such disclosed agreements should be read in their entirety, and nothing disclosed in any section or subsection of the Sellers Disclosure Letter is intended to broaden any representation or warranty contained in Article IV or Article V.

(b) References in Article IV or Article V to documents or other materials “provided” or “made available” to Purchasers or similar phrases mean that such documents or other materials were present (and available for viewing by Purchasers and their Representatives) in the Data Room.

12.16 Entire Understanding. This Agreement, together with the Ancillary Documents and the DIP Facility Credit Agreement, set forth the entire agreement and understanding of the Parties hereto in respect to the transactions contemplated hereby, and this Agreement and the Ancillary Documents hereto supersede all prior agreements, arrangements and understandings relating to the subject matter hereof. There have been no representations or statements, oral or written, that have been relied on by any Party hereto, except those expressly set forth in this Agreement or in any Ancillary Documents hereto.

12.17 No Presumption Against Drafting Party. Each of the Purchasers and Sellers acknowledge that each Party to this Agreement has been represented by legal counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule or Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

12.18 Time of Essence. Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

12.19 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered on the date first above written

EARTHDAILY HOLDINGS, LP, by its general partner **ANTARCTICA DATA PARTNERS GP, LLC**

Per: 

Name: Chandra R. Patel
Title: Authorized Signatory

EARTHDAILY CANADA HOLDINGS CORP.

Per: 

Name: Chandra R. Patel
Title: Authorized Signatory

EARTHDAILY CANADA LIMITED PARTNERSHIP,
by its general partner, **EARTHDAILY CANADA GP CORP.**

Per: 

Name: Chandra R. Patel
Title: Authorized Signatory

URTHECAST CORP.

Per: 
Name: SAI CHU
Title:

1185729 B.C. LTD.

Per: 
Name: SAI CHU
Title:

1185781 B.C. LTD.

Per: 
Name: SAI CHU
Title:

URTHECAST USA INC.

Per: 
Name: SAI CHU
Title:

EXHIBIT A
BILL OF SALE

ATTACHED

GENERAL CONVEYANCE AND BILL OF SALE

THIS INDENTURE made as of [●], 2020 (the “**Effective Date**”), by and among [Seller], a [●] [corporation] (“[Seller]”) and [Purchaser], a [●] [corporation] (“[Purchaser]”).

WHEREAS, pursuant to an asset purchase agreement between, *inter alia*, [Purchaser] and [Seller] made as of December [●], 2020 (the “**Purchase Agreement**”), Purchasers have agreed to purchase, and Sellers have agreed to sell, the Acquired Assets on the Closing Date free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances); and

WHEREAS, Purchasers have directed [Seller] to sell, transfer and covey certain Acquired Assets to [Purchaser], and [Purchaser] wishes to purchase and accept the transfer and conveyance of such Acquired Assets, on the terms and subject to the conditions set out herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. **Transferred Assets.** [Seller] hereby absolutely sells, assigns, transfers and delivers to [Purchaser], as of and from the Closing Time, free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances), all of the right, title and interest in the assets and properties of [Seller] in all of the Acquired Assets other than (i) all rights, title and interests in the Geosys Purchase Agreement, the Subscription Agreements and the Winfield Solutions Licenses, (ii) the Authorizations and (iii) the Assigned Contracts (and, without limiting the generality of the foregoing, excluding the Excluded Assets), and including the following:
 - (a) all equipment and tangible property of [Seller], including inventory, raw materials, work in process, vehicles, tools, parts and supplies, machinery, furniture, furnishing, appliances, fixtures, office equipment, owned and licensed computer hardware and related documentation, stored data, communication equipment, trade fixtures and leasehold improvements, in each case, to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses;
 - (b) all rights, options, claims and causes of action, to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses; and
 - (c) all prepaid charges and expenses, including all prepaid rent and all prepaid charges, expenses and rent under any personal property leases to the extent they are directly related to, or required to complete and operate, the UrtheCast Target Businesses;
 - (d) all rights, options, Claims or causes of action of any Seller or other Applicant against any party arising out of events occurring prior to the Closing, including and, for the avoidance of doubt, arising out of events occurring prior to the Filing

Date, and including (i) any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to Sellers in connection with the Acquired Assets or Assumed Liabilities, and (ii) any and all causes of action related to the Acquired Assets or Assumed Liabilities under applicable Law;

- (e) all Assumed Plans, together with all funding arrangements relating thereto (including but not limited to all assets, trusts, insurance policies and administration service contracts related thereto), and all rights and obligations thereunder;
- (f) all personnel files for Transferred Employees except as prohibited by Law; provided, however, that Sellers have the right to retain copies at Sellers' expense to the extent required by Law;
- (g) the Owned IP and the Licensed IP;
- (h) all goodwill, payment intangibles and general intangible assets and rights of Sellers to the extent associated with the UrtheCast Target Businesses, the Assumed Liabilities or the Acquired Assets;
- (i) to the extent permitted by Law, Sellers' Documents related to or associated with the UrtheCast Target Businesses; provided, however, that Sellers have the right to retain copies of all of the foregoing at Sellers' expense to the extent required by Law;
- (j) [to the extent transferable, all rights and obligations under or arising out of all insurance policies relating to the UrtheCast Businesses or any of the Acquired Assets or Assumed Liabilities] ;
- (k) all rights and obligations under non-disclosure, confidentiality, non-competition, non-solicitation and similar arrangements with (or for the benefit of) former or current employees and agents of Sellers or with third parties (including any non-disclosure, confidentiality agreements or similar arrangements entered into in connection with or in contemplation of the filing of the CCAA Proceedings or pursuant to the SISP) that relate to the Acquired Assets or the Assumed Liabilities; and
- (l) all other or additional assets, properties, privileges, rights and interests of Sellers relating to the Business, the Assumed Liabilities or the Acquired Assets (other than any Excluded Assets) of every kind and description and wherever located, whether known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, and whether or not specifically referred to in the Purchase Agreement.

3. **Representations and Warranties.** [Purchaser] acknowledges that [Seller] makes no representation, warranty or condition with respect to the Acquired Assets being conveyed hereby except as specifically set forth in the Purchase Agreement.
4. **Further Assurances.** [Seller] hereby covenants and agrees with [Purchaser] that it will from time to time and at all times thereafter, upon every reasonable request of [Purchaser] make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by [Purchaser], whether for more effectually and completely vesting in [Purchaser], the Acquired Assets hereby sold, transferred or assigned in accordance with the terms of this Indenture.
5. **Miscellaneous.**
 - (a) ***Entire Agreement; Paramountcy.*** This Indenture, together with the applicable provisions of the Purchase Agreement and the other documents delivered pursuant to the Purchase Agreement, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). This Indenture is made pursuant to and subject to the provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions hereof, the terms and conditions of the Purchase Agreement shall prevail.
 - (b) ***Counterparts; Electronic Signatures.***
 - (i) This Indenture may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - (ii) The exchange of copies of this Indenture and of signature pages by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Indenture as to the Parties and may be used in lieu of the original Indenture for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.
 - (c) ***Applicable Law and Jurisdiction.*** This Indenture shall be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. [Seller] and [Purchaser] further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Indenture and the parties hereto expressly consent to and agree not to contest such jurisdiction.

(d) ***Binding Nature.*** This Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed and delivered on the date first above written

[PURCHASER]

Per: _____
Name:
Title:

[SELLER]

Per: _____
Name:
Title:

EXHIBIT B
ASSIGNMENT AND ASSUMPTION AGREEMENT
ATTACHED

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of [●], 2020 (the “**Effective Date**”), by and among [Seller], a [●] [corporation] (“[Seller]”) and [Purchaser], a [●] [corporation] (“[Purchaser]”).

WHEREAS, pursuant to an asset purchase agreement between, *inter alia*, [Purchaser] and [Seller] made as of December [●], 2020 (the “**Purchase Agreement**”), Purchasers have agreed to purchase, and Sellers have agreed to sell, the Acquired Assets on the Closing Date free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances); and

WHEREAS, Purchasers have directed [Seller] to sell, transfer and covey certain Acquired Assets to [Purchaser], and [Purchaser] wishes to purchase and accept the transfer and conveyance of such Acquired Assets, on the terms and subject to the conditions set out herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. 2. **Assignment.** [Seller] hereby absolutely sells, assigns, transfers and delivers to [Purchaser], as of and from the Closing Time, free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances), all of the right, title and interest in the assets and properties of [Seller] in the following: all rights, title and interests in the Geosys Purchase Agreement;
 - b) all rights, title and interests in the Subscription Agreements;
 - c) all rights, title and interests in the Winfield Solutions Licenses;
 - d) all Authorizations described in Schedule A hereto; and
 - e) all Assigned Contracts and other assets set forth on Schedule B hereto, and all rights and interests thereunder,

all in accordance with and subject to the terms and conditions of the Purchase Agreement.
3. **Assumption.** [Purchaser] hereby absolutely assumes and agrees to pay, perform, fulfill and discharge only the Assumed Liabilities (and, without limiting the generality of the foregoing, excluding the Excluded Liabilities). 4. **Representations and Warranties.** [Purchaser] acknowledges that [Seller] makes no representation, warranty or condition

with respect to the Acquired Assets being conveyed hereby except as specifically set forth in the Purchase Agreement.5. **Miscellaneous.**

- (a) **Paramountcy.** This Agreement is made pursuant to and subject to the provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions hereof, the terms and conditions of the Purchase Agreement shall prevail.(b) **Counterparts; Electronic Signatures.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- ii) The exchange of copies of this Agreement and of signature pages by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.
- (c) **Applicable Law and Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. [Seller] and [Purchaser] further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this In Agreement denture and the parties hereto expressly consent to and agree not to contest such jurisdiction.(d) **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written

[PURCHASER]

Per: _____
Name:
Title:

[SELLER]

Per: _____
Name:
Title:

EXHIBIT C
ASSIGNMENT AND ASSUMPTION OF LEASES
ATTACHED

ASSIGNMENT AND ASSUMPTION OF LEASE[S]

This Agreement dated as of the ____ day of _____, ____ (this “**Agreement**”).

between:

●
(the “**Assignor**”)

and

●
(the “**Assignee**”)

Recitals:

- A. This Agreement is being entered into pursuant to an asset purchase agreement between, inter alia, the Assignor and the Assignee made as of December [●], 2020 (the “**Purchase Agreement**”), Purchasers have agreed to purchase, and Sellers have agreed to sell, the Acquired Assets on the Closing Date free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances);
- B. Pursuant to the Purchase Agreement, the Assignor has agreed to assign all of the Assignor’s right, title and interest in and to the lease[s] described in Schedule A hereto (the “[**Lease[s]**”) to the Assignee, subject to the terms hereof; and
- C. The Assignee has agreed to assume all of the Assignor’s right, title and interest in and to the Lease[s], on the terms and conditions more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Interpretation**

Unless otherwise defined herein or the context otherwise requires, all capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the Purchase Agreement.

2. **Assignment**

Effective from and after the date of this Agreement, the Assignor hereby assigns, transfers and sets over unto the Assignee for its sole use and benefit, all of the Assignor’s right, title and interest in and to the Lease[s], together with all benefits and other advantages to be derived therefrom.

3. Assumption

Effective from and after the date of this Agreement, the Assignee hereby accepts the assignment contained in Section 2 hereof and assumes all obligations, liabilities, and covenants of the Assignor arising under the Lease[s] and covenants and agrees with the Assignor to make payment or otherwise perform such obligations, duties and liabilities in accordance with the provisions of the Lease[s] as fully as if the Assignee had entered into the Lease[s] in the place and stead of the Assignor.

4. Proviso

The assignment and assumption of the Lease[s] pursuant to this Agreement shall be subject to all terms and conditions of the Purchase Agreement.

5. Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

6. Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other party, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

7. Severability

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

8. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the **[Insert Applicable Jurisdiction]** [and the laws of Canada applicable therein] and shall be treated, in all respects, as an **[Insert Applicable Jurisdiction]** contract.

9. Headings

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

10, Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original form, faxed form or portable document format (PDF) and the parties to this Agreement may adopt any signatures received by receiving fax machine or PDF as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed or delivered electronically.

[Remainder of page intentionally left blank]

In witness whereof the parties hereto have executed this Agreement as of the date first written above.

•

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/ We have authority to bind the above.

-

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/ We have authority to bind the above.

SCHEDULE A
LEASE[S]

[•]

EXHIBIT D
CONFIRMATORY IP ASSIGNMENT

ATTACHED

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is made as of [●], 2020 (the “**Effective Date**”), by and among [Seller], a [●] [corporation] (“[Seller]”) and [Purchaser], a [●] [corporation] (“[Purchaser]”).

WHEREAS, pursuant to an asset purchase agreement between, *inter alia*, [Purchaser] and [Seller] made as of December [●], 2020 (the “**Purchase Agreement**”), Purchasers have agreed to purchase, and Sellers have agreed to sell, the Acquired Assets on the Closing Date free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances);

WHEREAS, pursuant to Asset Purchase Agreement and a Bill of Sale and Assignment and Assumption Agreement, [Seller] has conveyed, sold, assigned, and transferred to [Purchaser] all rights, title, and interests in and to the Acquired Assets, including [Seller]’s Owned IP and Licensed IP; and

WHEREAS, [Seller] and [Purchaser] wish to confirm the conveyance, sale, assignment, and transfer of [Seller]’s Intellectual Property, including the Intellectual Property listed in Schedule A attached hereto, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.2. **Assignment.** Upon the terms and subject to the conditions of the Purchase Agreement, [Seller] hereby confirms that it has absolutely, unconditionally, and irrevocably conveyed, sold, assigned, and transferred to [Purchaser], and [Purchaser] has purchased, acquired, and accepted from [Seller], all of [Seller]’s rights, title and interest throughout the world, in, to and under [Seller]’s Owned IP and Licensed IP, including, without limitation(a) the inventions that are disclosed in the patents and patent applications set forth on Schedule A hereto (the “**Purchased Inventions**”), worldwide, and any and all patent applications for the Purchased Inventions in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisions, extensions, continuations, continuations-in-part, provisionals, non-provisionals, substitutions, and renewals thereof, and any and all letters patent granted for the Purchased Inventions in any and all countries and jurisdictions, and any renewals, reissues, re-examinations or extensions of the letters patent, and including the patents and patent applications set forth on Schedule A attached hereto;
 - (b) the trademarks set forth on Schedule A hereto (the “**Purchased Trademarks**”), worldwide, the goodwill associated therewith, and any and all trademark applications for the Purchased Trademarks in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisionals, extensions, and renewals thereof, and any and all registrations granted for

the Purchased Trademarks in any and all countries and jurisdictions, and any extensions or renewals thereof;

- (c) the domain names set forth on Schedule A hereto and associated logos and site content (the “**Purchased Domain Names**”), worldwide, the goodwill associated therewith, and the associated registrations and renewals and all other rights in the Purchased Domain Names and including all passwords, log in codes, and information for the Purchased Domain Names, all copyright related to the Purchased Domain Names, and rights under contracts with domain name registries and authorities; and
- (d) all rights of action and defenses accrued, accruing and to accrue in respect of [Seller]’s Owned IP and Licensed IP, including, without limitation, the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of [Seller] in all matters related to all of the foregoing.

3. **Representations and Warranties.** [Purchaser] acknowledges that [Seller] makes no representation, warranty or condition with respect to the Acquired Assets being conveyed hereby except as specifically set forth in the Purchase Agreement.⁴ **Further Assurances.** [Seller] agrees to: (i) cooperate with [Purchaser] in taking any action and providing any information (including all passwords and login codes for the Purchased Domain Names) that [Purchaser] reasonably requests to perfect, record or enforce [Purchaser]’s rights hereunder, to implement to their full extent the provisions of this Agreement, and to effect formal transfer and recording of the assignment of [Seller]’s Owned IP and Licensed IP; and (ii) execute and deliver, or cause to be executed and delivered, when requested, any other documents reasonably requested by [Purchaser] in connection therewith, in all instances of subsections (i) and (ii) without further consideration to [Seller], except only that [Purchaser] will bear [Seller]’s reasonable costs of any actions taken by [Seller] to cooperate with [Purchaser] in order to enforce [Seller]’s Owned IP and Licensed IP and that are requested by [Purchaser].⁵ **Authorization.** [Seller] does hereby authorize [Purchaser] or its patent or trademark agents or attorneys to correct errors in this Assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in any country.⁶ **Miscellaneous.**

- (a) **Paramountcy.** This Indenture, together with the applicable provisions of the Purchase Agreement and the other documents delivered pursuant to the Purchase Agreement, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). This Indenture is made pursuant to and subject to the provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions hereof, the terms and conditions of the Purchase Agreement shall prevail.
- (b) **Counterparts; Electronic Signatures.**(i) This Indenture may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- (ii) The exchange of copies of this Indenture and of signature pages by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Indenture as to the Parties and may be used in lieu of the original Indenture for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.
- (c) ***Applicable Law and Jurisdiction.*** This Indenture shall be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. [Seller] and [Purchaser] further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Indenture and the parties hereto expressly consent to and agree not to contest such jurisdiction.(d) ***Binding Nature.*** This Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered on the date first above written

[PURCHASER]

Per: _____
Name:
Title:

[SELLER]

Per: _____
Name:
Title:

Schedule A

Trademarks:

	Mark	Owner	Jurisdiction	Registration Number	Date of Filing	Date of Issuance
1.						

Patents:

	Title	Owner	Country	Patent or Application Number	Date of Filing	Date of Issuance
1.						

	Domain Name	Owner	Registrar
1.			

EXHIBIT E
SISP ORDER

ATTACHED



No. S-208894
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

– AND –

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF
URTHECAST CORP., URTHECAST INTERNATIONAL CORP., URTHECAST USA INC.,
1185729 B.C. LTD. AND THOSE OTHER PETITIONERS SET OUT ON THE ATTACHED
SCHEDULE "A"

ORDER MADE AFTER APPLICATION

(Sales Process Order)

BEFORE THE HONOURABLE)
MADAM JUSTICE SHARMA) October 16, 2020
)

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 16th day of October, 2020, by telephone; AND ON HEARING Alexandra Andrisoi and David E. Gruber, counsel for the Petitioners and those other counsel listed on **Schedule "B"** hereto; AND UPON READING the material filed, including the Fourth Report of Ernst & Young, Inc. in its capacity as Monitor (the "**Monitor**"); AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

SERVICE

1. The time for service of the Notice of Application dated October 14, 2020 herein be and is hereby abridged such that the Notice of Application is properly returnable today and service thereof on any interested party is hereby dispensed with.

APPROVAL OF SISP

2. Capitalized terms used in this Order that are not otherwise defined have the same meaning as in the Amended and Restated Initial Order granted in these proceeding on September 23, 2020.

3. The sale and investment solicitation process (the "**General SISP**") substantially in the form set out in the attached **Schedule "C"** to this Order be and is hereby approved and the Petitioners be and are hereby authorized and directed, with the assistance and supervision of the Monitor, to carry out the General SISP in the manner set out Schedule "C" herein.

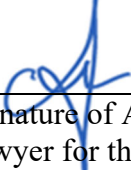
4. The Petitioners are authorized and directed, *nunc pro tunc*, to execute and deliver the stalking horse letter agreement and bid substantially in the form attached as **Schedule "D"** herein between the Petitioners and 1269336 B.C. Ltd (the "**Stalking Horse Bidder**") and/or one or more special purpose entities affiliated with Antarctica Infrastructure Partners, LLC (the "**Stalking Horse Bid**").

5. The Stalking Horse Bid payment of the break-up fee and expense reimbursement to the Stalking Horse Bidder provided for in the Stalking Horse Bid is approved.

GENERAL

6. Endorsement of this Order by counsel appearing on this application other than the counsel for the Petitioners is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Alexandra Andrisoi,
Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule "A"**List of Petitioners**

1. 1185781 B.C. Ltd.
2. Deimos Imaging S.L.U.
3. DOT Imaging S.L.U.
4. Geosys Australia PTY
5. Geosys do Brasil Sistemas de Informacao Agricolas Ltda.
6. Geosys Europe Sarl
7. Geosys Holding, ULC (was Geosys Technology Holding LLC)
8. Geosys-Int'l, Inc.
9. Geosys S.A.S.
10. UrtheCast Holdings (Malta) Limited
11. UrtheCast Imaging S.L.U.
12. UrtheCast Investments (Malta) Limited
13. UrtheDaily Corp.

Schedule "B"**List of Counsel**

Name of Counsel	Party Represented
Jeffrey Bradshaw	The Monitor
Michael Nowina	Land O'Lakes, Inc. and Winfield Solutions LLC
Ian Aversa and Sam Babe	1262743 B.C. Ltd.
Asim Iqbal	Hale Capital Partners L.P.
Sean Collins and Robert Richardson	Antarctica Infrastructure Partners LLC
Daniel Shouldice	Bolzano Investments Limited, Lunar Ventures Inc., Vine Rose Limited SMF Investments Limited
Ryan Laity	1249836 B.C. Ltd.

Schedule "C" – Sale and Investment Solicitation Process

Sale and Investment Solicitation Process Outline

Introduction

On September 4, 2020, UrtheCast Corp., UrtheCast International Corp., UrtheCast USA Inc., 1185729 B.C. Ltd. and the other petitioner parties set out on Schedule A (collectively, the "**Petitioners**" or "**UrtheCast Group**") to the initial order (the "**Initial Order**") granted by the Supreme Court of British Columbia (the "**Court**"), obtained relief under the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") from the Court that, among other things, commenced the CCAA proceedings (the "**CCAA Proceedings**"), granted an initial stay of proceedings in respect of the Petitioners (the "**Stay**") and appointed Ernst & Young Inc., as monitor (the "**Monitor**").

On September 14, 2020, the Petitioners obtained an amended and restated version of the Initial Order from the Court (the "**Amended and Restated Initial Order**") that, among other things, extended the Stay to October 2, 2020, authorized a limited sales and investment solicitation process for certain camera equipment owned by the Petitioners and authorized an interim debtor-in-possession financing facility from 1262743 B.C. Ltd. (the "**Existing DIP Lender**") providing for borrowings of up to US\$1,000,000 (the "**Existing DIP**") and the grant of a priority charge (the "**Existing DIP Lender's Charge**") to the Existing DIP Lender as security for borrowings under the Existing DIP.

On September 21, 2020, the Petitioners obtained a further amended and restated version of the Initial Order from the Court (the "**Second Amended and Restated Initial Order**") that, among other things, authorized an additional interim debtor-in-possession financing from HCP-FVL, LLC, an affiliate of Hale Capital Partners L.P. (the "**Second DIP Lender**") providing for borrowings of up to US \$5,000,000 (the "**Second DIP**") pursuant to the DIP Facilities Loan Agreement dated as of September 21, 2020 (the "**Second DIP Agreement**").

On October 2, 2020, the Petitioners obtained an order of the Court (the "**Stay Extension Order**") that, among other things extended the Stay to December 18, 2020.

On October 16, 2020, the Petitioners obtained an order from the Court that amongst other things:

- (a) authorized the Petitioners to pursue all avenues of refinancing or sale of its business or property, in whole or part, subject to prior approval of the Court before any material refinancing or sale is concluded;
- (b) approved the Sale and Investment Solicitation Process set forth herein (the "**SISP**");
- (c) approved an additional interim debtor-in-possession financing facility from an affiliate of Antarctica Infrastructure Partners, LLC (the "**AC DIP Lender**"), providing for borrowings of up to CAD \$3,548,000 (the "**Stalking Horse DIP**") and the grant of a priority charge (the "**AC DIP Lender's Charge**") to the AC DIP Lender as security for borrowings under the Stalking Horse DIP, ranking in priority to the Existing DIP Lender's Charge;
- (d) approved and accepted for the purpose of conducting a "stalking horse" solicitation in accordance with the SISP procedures set out in this this document (the "**SISP Process**");

Outline) that certain letter agreement dated October 13, 2020 between the Petitioners and the Stalking Horse Bidder, providing for a potential sale (the **"Stalking Horse Bid"**) of the Applicants' UrtheDaily Constellation project and UrthePipeline business (together, the **"Designated Assets"**) to 1269336 B.C. Ltd. the Stalking Horse Bidder or a designated affiliate, including the payment of an expense reimbursement (the **"Expense Reimbursement"**) by the Petitioners to the Stalking Horse Bidder as contemplated by the Stalking Horse Bid; and

(e) approved the procedures set forth in this SISP Process Outline.

To facilitate an efficient and thorough SISP in the face of UrtheCast's acute liquidity challenges, the Petitioners have:

- (a) created a form of non-disclosure agreement (**"NDA"**) and established a confidential online data site to facilitate due diligence investigations by Qualified Bidders (defined below) who enter into a NDA with UrtheCast Corp.; and
- (b) finalized a list of potential bidders, including (i) parties that have approached the Petitioners or the Monitor indicating an interest in the Opportunity (defined below), (ii) domestic and international strategic and financial parties who UrtheCast Group in consultation with the Monitor, believe could be interested in purchasing all or part of the assets or investing in UrtheCast Group pursuant to the SISP (including, without limitation, any parties with whom were in contact prior to the Initial Order as part of UrtheCast Group's strategic review process) and (iii) any other parties reasonably suggested by a stakeholder as a potential bidder who may be interested in the Opportunity (collectively, **"Known Potential Bidders"**).

Opportunity

1. The SISP is intended to solicit interest in and opportunities for a sale of or investment in all or part of the assets, property, business operations and undertaking (the **"Opportunity"**) of the Petitioners and their subsidiaries (collectively, the **"UrtheCast Group"**). The Opportunity may include one or more of a recapitalization, arrangement or other form of investment in or reorganization of the business and affairs of the UrtheCast Group as a going concern or a sale of all, substantially all or one or more components of UrtheCast Group's assets, including without limitation, the sale of the shares of one or more of the corporations comprising the UrtheCast Group and its business operations (the **"Assets"**) as a going concern or otherwise.
2. Except to the extent otherwise set forth in a definitive sale or investment agreement with a successful bidder, any sale of the Assets or investment in UrtheCast Group will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by any member of the UrtheCast Group, the Monitor or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of UrtheCast Group in and to the Assets to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.

Timeline

3. The following table sets out the key milestones under the SISP:

Milestone	Deadline
Teaser Letter sent to potential Known Potential Bidders	As soon as practicable and, in any case, not later than October 16, 2020
Phase 1 Bid Deadline	November 6, 2020
Phase 2 Bid Deadline	To be specified in Phase 2 Bid Process Letter, but in any case not later than November 18, 2020
Auction (if required)	November 23, 2020

4. In recognition that certain of the UrtheCast Group Assets, including but not limited to the synthetic aperture radar ("**SAR**") and Deimos assets, have already been subject to extensive marketing, UrtheCast Group may, with the consent of the Monitor and in consultation with affected stakeholders, shorten any of the deadlines specified above.

Solicitation of Interest: Notice of the SISP

5. The SISP will include a notification process and up to two phases of activity for qualified interested bidders ("**Phase 1**" and "**Phase 2**", respectively). As soon as reasonably practicable, but in any event by no later than October 16, 2020:
- (a) UrtheCast Group will cause a notice of the SISP (and such other relevant information which UrtheCast Group, in consultation with the Monitor, considers appropriate) (the "**Notice**") to be published in such publications as UrtheCast Group in consultation with the Monitor, consider appropriate, if any; and
 - (b) UrtheCast Group will issue a press release setting out the information contained in the Notice and such other relevant information which UrtheCast Group considers appropriate for dissemination in Canada and major financial centres in the United States.

Stalking Horse Protections

6. Unless and until the Stalking Horse Bid has been completed or terminated by one of the parties in accordance with its terms, or amended to provide expressly to the contrary, the Stalking Horse Bidder will be afforded complete and timely access to (a) all confidential information regarding the Opportunity that is shared with any Potential Bidder (defined below), (b) the Bid Process Letter (defined below), and (c) a bi-weekly status update from the Monitor regarding the status of the SISP generally, including an update on whether there are any Qualified Bidders (defined below), Qualified Bids (defined below) received from Phase 2 Qualified Bidders (defined below), Competing Bids (defined below) and/or Compliant Competing Bid (as defined below), however this update will not provide the Stalking Horse Bidder any confidential information about these bidders or the terms of their bids if they include, in whole or in part, the Designated Assets (defined below) unless

and until a Successful Bidder (defined below) is determined for the Designated Assets and the SISP is proceeding to the Auction (defined below). For certainty, nothing in this SISP Process Outline is intended to derogate from any contractual rights of the Stalking Horse Bidder in the Stalking Horse Bid (including in any definitive agreement that may be entered into in respect of the Stalking Horse Bid), including the Stalking Horse Bidder's right to participate in the Auction SISP process, to be paid a break fee and to have certain of its expenses reimbursed.

PHASE 1: NON-BINDING LOIs

Phase 1 Qualified Bidders

7. Any Known Potential Bidder or other third party who contacts any of the Petitioners or Monitor to express interest in participating in the SISP (each, a "**Potential Bidder**") must provide an executed NDA to the Monitor and provide a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.
8. A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a "**Phase 1 Qualified Bidder**" only if UrtheCast Group in its reasonable business judgment and in consultation with the Monitor, determines that such Potential Bidder is likely, based on the availability of financing, experience and other considerations, to be able to timely consummate a sale or investment pursuant to the SISP.
9. For certainty, the Stalking Horse Bidder will be deemed a Phase 1 Qualified Bidder for the purposes of the SISP and, unless terminated by the Stalking Horse Bidder or UrtheCast Corp. in accordance with its terms, the Stalking Horse Bid will be deemed a Qualified LOI and the Stalking Horse Bidder will not be required to submit any other bid during Phase 1 of the SISP.
10. At any time during Phase 1 of the SISP, UrtheCast Group may, in their reasonable business judgment and after consultation with and the consent of the Monitor, eliminate a Phase 1 Qualified Bidder (other than the Stalking Horse Bidder) from the SISP, in which case such bidder will be eliminated from the SISP and will no longer be a "Phase 1 Qualified Bidder" for the purposes of the SISP.
11. UrtheCast Group, in consultation with the Monitor, reserves the right to limit any Phase 1 Qualified Bidder's (other than the Stalking Horse Bidder's) access to any confidential information (including any information in the data room) and to customers and suppliers of UrtheCast Group, where, in UrtheCast Group's opinion after consultation with the Monitor, such access could negatively impact the SISP, the ability to maintain the confidentiality of the confidential information, the UrtheCast Group or the Assets.
12. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information of the UrtheCast Group and the Assets in connection with their participation in the SISP and any transaction they enter into with UrtheCast Group.

Non-Binding Letters of Intent from Qualified Bidders

13. A Phase 1 Qualified Bidder (other than the Stalking Horse Bidder) that wishes to pursue the Opportunity further must deliver a non-binding letter of intent (an "**LOI**") to the Monitor

and UrtheCast Group at the addresses specified in Schedule "1" attached hereto (including by email or fax transmission), so as to be received by them not later than 5:00 PM (Pacific Time) on or before November 6, 2020, or such other date as the Monitor may advise in accordance with paragraph 4(the "**Phase 1 Bid Deadline**").

14. Subject to paragraph 13, an LOI so submitted will be considered a qualified LOI (a "**Qualified LOI**") only if:
- (a) it is submitted on or before the Phase 1 Bid Deadline by a Phase 1 Qualified Bidder;
 - (b) it contains an indication of whether the Phase 1 Qualified Bidder is proposing:
 - (i) to acquire all, substantially all or a portion of the Assets (a "**Sale Proposal**"), or
 - (ii) a recapitalization, arrangement or other form of investment in or reorganization of the UrtheCast Group (an "**Investment Proposal**");
 - (c) in the case of a Sale Proposal (other than the Stalking Horse Bid), it identifies or contains the following:
 - (i) the purchase price or price range in Canadian dollars, including details of any liabilities to be assumed by the Phase 1 Qualified Bidder and key assumptions supporting the valuation;
 - (ii) a description of the Assets that is expected to be subject to the transaction and any of the Assets expected to be excluded;
 - (iii) a description of the Phase 1 Qualified Bidder's proposed treatment of material agreements and employees (for example, anticipated employment offers);
 - (iv) a specific indication of the financial capability of the Phase 1 Qualified Bidder and the expected structure and financing of the transaction (including, but not limited to, the sources of financing to fund the acquisition, preliminary evidence of the availability of such financing or such other form of financial disclosure and credit-quality support or enhancement that will allow UrtheCast Group and the Monitor and each of their respective advisors to make a reasonable business or professional judgment as to the Phase 1 Qualified Bidder's financial or other capabilities to consummate the transaction and to perform all obligations to be assumed in such transaction; and the steps necessary and associated timing to obtain financing and any related contingencies, as applicable);
 - (v) a description of the conditions and approvals required for the Phase 1 Qualified Bidder to be in a position to submit a final and binding offer, including any anticipated corporate, securityholder or other internal approvals and any anticipated impediments for obtaining such approvals;

- (vi) an outline of any additional due diligence required to be conducted in order to submit a final and binding offer;
 - (vii) a description of all conditions to closing that the Phase 1 Qualified Bidder expects to include in its final and binding offer, including without limitation any regulatory approvals and any form of agreement required from a government body, stakeholder or other third party ("**Third Party Agreement**") and an outline of the principal terms thereof; and
 - (viii) any other terms or conditions of the Sale Proposal that the Phase 1 Qualified Bidder believes are material to the transaction;
- (d) in the case of an Investment Proposal, it identifies the following:
- (i) a description of how the Phase 1 Qualified Bidder proposes to structure the proposed investment;
 - (ii) the aggregate amount of the equity and/or debt investment to be made in the UrtheCast Group in Canadian dollars;
 - (iii) key assumptions supporting the Phase 1 Qualified Bidders' valuation;
 - (iv) a description of the Phase 1 Qualified Bidder's proposed treatment of any liabilities, material contracts and employees;
 - (v) the underlying assumptions regarding the pro forma capital structure (including the form and amount of anticipated equity and/or debt levels, debt service fees, interest or dividend rates, amortization, voting rights or other protective provisions (as applicable), redemption, prepayment or repayment attributes and any other material attributes of the investment);
 - (vi) a specific indication of the sources of capital for the Phase 1 Qualified Bidder and the structure and financing of the transaction (including, but not limited to, the sources of capital to fund the investment, preliminary evidence of the availability of such capital or such other form of financial disclosure and credit-quality support or enhancement that will allow UrtheCast Group and the Monitor and each of their respective advisors to make a reasonable business or professional judgment as to the Phase 1 Qualified Bidder's financial or other capabilities to consummate the transaction, steps necessary and associated timing to obtain such capital and any related contingencies, as applicable, and a sources and uses analysis);
 - (vii) a description of the conditions and approvals required for the Phase 1 Qualified Bidder to be in a position to submit a final and binding offer, including any anticipated corporate, securityholder or other internal approvals and any anticipated impediments for obtaining such approvals;
 - (viii) an outline of any additional due diligence required to be conducted in order to submit a final and binding offer;

- (ix) a description of all conditions to closing that the Phase 1 Qualified Bidder expects to include in its final and binding offer, including without limitation any regulatory approvals and any Third Party Agreement required and an outline of the principal terms thereof; and
 - (x) any other terms or conditions of the Investment Proposal which the Phase 1 Qualified Bidder believes are material to the transaction;
- (e) in the case of
- (i) a Sale Proposal for Assets that include any of the Designated Assets, or
 - (ii) an Investment Proposal that contemplates taking any security interest in any of the Designated Assets or that could reasonably be expected to take longer to complete than the sale of the Designated Assets to the Stalking Horse Bidder pursuant to the Stalking Horse Bid (any Sale Proposal or Investment Proposal referred to in this subsection (e) being referred to as a **"Conflicting Bid"**),

such Conflicting Bid provides for payment of the expense reimbursement and break fee (it being understood and agreed that only the Stalking Horse Bidder will be entitled to any bid protections including expense reimbursement and a break fee) and provides that, at a minimum and on closing of the Conflicting Bid, cash proceeds will be paid in an amount which is at least equal to the sum of: (A) the amount of cash payable under the Stalking Horse Bid, (B) the amount of obligations being credit bid and debt assumed (exclusive of cure costs) in the Stalking Horse Bid, (C) the amount of the Expense Reimbursement, (D) the amount of any break fee payable under the Stalking Horse Bidder, (E) the principal and any accrued and unpaid interest owing under the Stalking Horse Bid DIP and the Existing DIP, plus (F) a minimum overbid amount of CAD \$250,000 (the sum of such amounts in clauses (A) through (F) of this paragraph 14(e) being referred to as the **"Minimum Purchase Price"**) and provides that, upon closing of the Conflicting Bid, the Stalking Horse DIP will be repaid in full and all amounts owing to the Stalking Horse Bidder (including the Stalking Horse's reimbursable expenses and break fee) will be paid at closing (a Conflicting Bid that satisfies the Minimum Purchase Price and other requirements of this clause being referred to as a **"Compliant Conflicting Bid"**); and

- (f) in the case of either a Sale Proposal or an Investment Proposal, it contains such other information as reasonably requested by UrtheCast Group in consultation with the Monitor.

15. For the avoidance of doubt, the completion of any Sale Proposal or Investment Proposal shall be subject to the approval of the Court and the requirement of approval of the Court may not be waived.

Preliminary Assessment of Phase 1 Bids and Subsequent Process

16. Following the Phase 1 Bid Deadline, UrtheCast Group, in consultation with the Monitor, will assess the Qualified LOIs. If it is determined by UrtheCast Group in consultation with the Monitor, that a Phase 1 Qualified Bidder that has submitted a Qualified LOI: (i) has a

bona fide interest in completing a Sale Proposal or Investment Proposal (as the case may be); and (ii) has the financial capability (based on availability of financing, experience and other considerations) to consummate such a transaction based on the financial information provided, then such Phase 1 Qualified Bidder will be deemed a **"Phase 2 Qualified Bidder"**, provided that UrtheCast Group may, in their reasonable business judgment and after consultation with and with the approval of the Monitor, limit the number of Phase 2 Qualified Bidders (and thereby eliminate some bidders from the process) taking into account the factors identified in paragraph 18 below and any material adverse impact on the operations and performance of UrtheCast Group. Only Phase 2 Qualified Bidders shall be permitted to proceed to Phase 2 of the SISF.

17. For certainty, the Stalking Horse Bidder will be deemed a Phase 2 Qualified Bidder for the purposes of the SISF and, unless terminated by the Stalking Horse Bidder or UrtheCast Corp. in accordance with its terms, the Stalking Horse Bid will be deemed a Qualified Bid and the Stalking Horse Bidder will not be required to submit any other bid during Phase 2 of the SISF.
18. As part of the assessment of Qualified LOIs and the determination of the process subsequent thereto, UrtheCast Group, in consultation with the Monitor and with the approval of the Monitor, shall determine the process and timing to be followed in pursuing Qualified LOIs based on such factors and circumstances as they consider appropriate in the circumstances including, but not limited to: (i) the number of Qualified LOIs received, (ii) the extent to which the Qualified LOIs relate to the same Assets or involve Investment Proposals predicated on certain Assets, (iii) the scope of the Assets to which any Qualified LOIs may relate, and (iv) whether to proceed by way of sealed bid or auction (with or without a stalking horse bidder) with respect to some or all of the Assets (other than the Designated Assets). With respect to the Designated Assets, an auction shall be held in accordance with the auction process set out below (the "Auction") where UrtheCast Group in consultation with the Monitor, determines that one or more, or a combination thereof, of the Qualified Bids constitutes a Superior Bid (as defined below).
19. Upon the determination by UrtheCast Group, in consultation with the Monitor and with the approval of the Monitor, of the manner in which to proceed to Phase 2 of the SISF, UrtheCast Group, in consultation with and with the approval of the Monitor, will prepare a bid process letter for Phase 2 (the **"Bid Process Letter"**), and the Bid Process Letter will be (i) sent by the Monitor to all Phase 2 Qualified Bidders, and (ii) posted by the Monitor on the website the Monitor maintains in respect of this CCAA proceeding.
20. Notwithstanding the process and deadlines outlined above with respect to Phase 1 of the SISF and the process to supplement Phase 2 by way of the Bid Process Letter:
 - (a) UrtheCast Group may, at any time bring a motion to seek approval of a stalking horse agreement in respect of some or all of the assets (excluding the Designated Assets) or the UrtheCast Group and related bid procedures in respect of such Assets or to establish further or other procedures for Phase 2; and
 - (b) If no Compliant Conflicting Bid is received by UrtheCast Group on or before the Phase 1 Bid Deadline, the Petitioners will promptly bring an application seeking the granting of an order by the Court authorizing the Petitioners to proceed with the sale of the Designated Assets to the Stalking Horse Bidder in accordance with the terms and subject conditions of the Stalking Horse Bid.

PHASE 2: FORMAL OFFERS AND SELECTION OF SUCCESSFUL BIDDER

21. Paragraphs 22 to 32 below and the conduct of Phase 2 are subject to paragraphs 18, 19, and 20 and any adjustments made to Phase 2 in accordance with the Bid Process Letter and any further Court order regarding the SISIP.

Due Diligence

22. UrtheCast Group in consultation with the Monitor, shall in their reasonable business judgment and subject to competitive and other business considerations, afford each Phase 2 Qualified Bidder (which shall be deemed to include the Stalking Horse Bidder, if the Stalking Horse Bid has not been completed in accordance with paragraph 20(b) or terminated by one of the parties in accordance with its terms) such access to due diligence materials and information relating to the Assets and UrtheCast Group as they deem appropriate. Due diligence access may include management presentations, on-site inspections, and other matters which a Phase 2 Qualified Bidder may reasonably request and as to which UrtheCast Group in their reasonable business judgment and after consulting with the Monitor, may agree. The UrtheCast Group will designate a representative to coordinate all reasonable requests for additional information and due diligence access from Phase 2 Qualified Bidders and the manner in which such requests must be communicated. Neither the UrtheCast Group nor the Monitor will be obligated to furnish any information relating to the Assets or UrtheCast Group to any person other than to Phase 2 Qualified Bidders. Further and for the avoidance of doubt, selected due diligence materials may be withheld from certain Phase 2 Qualified Bidders if UrtheCast Group in consultation with the Monitor, determine such information to represent proprietary or sensitive competitive information.

Formal Binding Offers

23. Phase 2 Qualified Bidders (other than the Stalking Horse Bidder, which will be deemed to have satisfied this paragraph 23 by delivering a definitive agreement of purchase and sale to effectuate the transactions contemplated by the Stalking Horse Bid, as the same may be amended by the parties thereto) that wish to make a formal offer to purchase or make an investment in UrtheCast Group or its Assets shall submit a binding offer that complies with all of the following requirements prior to the date set out the Bid Process Letter (the "**Phase 2 Bid Deadline**"):
- (a) the bid shall comply with all of the requirements set forth in respect of Phase 1 Qualified LOIs, including without limitation paragraph 14(e);
 - (b) the bid (either individually or in combination with other bids that make up one bid) is an offer to purchase or make an investment in some or all of the Assets or UrtheCast Group and is consistent with any necessary terms and conditions communicated to Phase 2 Qualified Bidders;
 - (c) the bid includes a letter stating that the Phase 2 Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder (as defined below), provided that if such Phase 2 Qualified Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder;

- (d) the bid includes duly authorized and executed transaction agreements, including the purchase price, investment amount and any other key economic terms expressed in Canadian dollars (the "**Purchase Price**"), together with all exhibits and schedules thereto, all applicable ancillary agreements with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such agreements), and proposed order to approve the sale by the Court;
- (e) the bid includes written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow UrtheCast Group and the Monitor to make a determination as to the Phase 2 Qualified Bidder's financial and other capabilities to consummate the proposed transaction;
- (f) the bid is not conditioned on (i) the outcome of unperformed due diligence by the Phase 2 Qualified Bidder, apart from, to the extent applicable, to the disclosure of due diligence materials that represent proprietary or sensitive competitive information which was withheld in Phase 2 from the Phase 2 Qualified Bidder and/or (ii) obtaining financing;
- (g) the bid fully discloses the identity of each entity that will be entering into the transaction or the financing (including through the issuance of debt in connection with such bid), or that is participating or benefiting from such bid, and such disclosure shall include, without limitation: (i) in the case of a Phase 2 Qualified Bidder formed for the purposes of entering into the proposed transaction, the identity of each of the actual or proposed direct or indirect equity holders of such Phase 2 Qualified Bidder and the terms and participation percentage of such equity holder's interest in such bid; and (ii) the identity of each entity that has or will receive a benefit from such bid from or through the Phase 2 Qualified Bidder or any of its equity holders and the terms of such benefit;
- (h) the bid includes a commitment by the Phase 2 Qualified Bidder to provide a non-refundable deposit in the amount of not less than 10% of the purchase price offered upon the Phase 2 Qualified Bidder being selected as the Successful Bidder and in any event, prior to service of the materials for the Sale Approval Motion (as defined below);
- (i) the bid includes acknowledgements and representations of the Phase 2 Qualified Bidder that: (i) the transaction is on an "as is, where is" basis; (ii) it has had an opportunity to conduct any and all due diligence regarding the Assets and UrtheCast Group prior to making its offer (apart from, to the extent applicable, the disclosure of due diligence materials that represent proprietary or sensitive competitive information which were withheld in Phase 2 from the Phase 2 Qualified Bidder); (iii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; and (iv) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Assets, or UrtheCast Group or the completeness of any information provided in connection therewith, except as expressly stated in the definitive transaction agreement(s) signed by UrtheCast Group;

- (j) the bid includes evidence, in form and substance reasonably satisfactory to UrtheCast Group, in consultation with the Monitor, of authorization and approval from the Phase 2 Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction agreement(s) submitted by the Phase 2 Qualified Bidder;
 - (k) the bid contains other information required by UrtheCast Group or the Monitor including, without limitation, such additional information as may be required in the event Phase 2 is supplemented in accordance with paragraph 19 to contemplate that an auction of certain Assets be conducted; and
 - (l) the bid is received by the Phase 2 Bid Deadline.
24. Following the Phase 2 Bid Deadline, UrtheCast Group in consultation with the Monitor, will assess the Phase 2 bids received. UrtheCast Group, in consultation with the Monitor, will designate the most competitive bids that comply with the foregoing requirements to be "**Qualified Bids**". No Phase 2 bids received shall be deemed not to be Qualified Bids unless the Monitor so approves. Only Phase 2 Qualified Bidders whose bids have been designated as Qualified Bids are eligible to become the Successful Bidder(s).
25. The Monitor shall notify each Phase 2 Qualified Bidder in writing as to whether its bid constituted a Qualified Bid within three (3) business days of the Phase 2 Bid Deadline, or at such later time as UrtheCast Group in consultation with the Monitor, deem appropriate.
26. UrtheCast Group may, in consultation with the Monitor, aggregate separate bids from unaffiliated Phase 2 Qualified Bidders (if, and only if, such aggregation is reasonably practicable to effect a transaction without overlap) to create one "Qualified Bid".

Evaluation of Competing Bids

27. A Qualified Bid will be evaluated based upon several factors, including, without limitation, items such as the Purchase Price and the net value provided by such bid, the claims likely to be created by such bid in relation to other bids, the identity, circumstances and ability of the Phase 2 Qualified Bidder to successfully complete such transactions, the proposed transaction documents, the effects of the bid on the stakeholders of UrtheCast Group, factors affecting the speed, certainty and value of the transaction (including any regulatory approvals or third party contractual arrangements required to close the transactions), the Assets included or excluded from the bid, any related restructuring costs, and the likelihood and timing of consummating such transactions, each as determined by UrtheCast Group and the Monitor.
28. A Qualified Bid will be deemed a Superior Bid where a credible, unconditional and financially viable third party offer, or combination of offers for (A) the acquisition of all, substantially all or certain of the Designated Assets; or (B) an investment, restructuring, recapitalization, refinancing or other reorganization of the UrtheCast Group, the terms of which offer are no less favourable and no more burdensome or conditional than the terms contained in the Stalking Horse Asset Purchase Agreement, and which at a minimum, alone, or in a combination with other offers, includes:

- (a) a payment in cash in excess of CAD \$250,000 of the aggregate of the total consideration payable pursuant to the Stalking Horse APA, being CAD \$69.3 million;
- (b) a payment in cash in the amount necessary to fully pay the Stalking Horse bidder's break fee and expense reimbursement together with any CCAA priority amounts owing, including any interim financing obligations as at the closing of such transaction; and
- (c) a payment in cash of all priority charges and an assumption of liabilities to satisfy and payment of all cure costs required to the closing of such transaction.

Selection of Successful Bid

- 29. UrtheCast Group, in consultation with the Monitor, (a) will review and evaluate each Qualified Bid, provided that each Qualified Bid may be negotiated between UrtheCast Group, in consultation with the Monitor, and the applicable Phase 2 Qualified Bidder, and may be amended, modified or varied to improve such Phase 2 Qualified Bid as a result of such negotiations, and (b) identify the highest or otherwise best bid (the "**Successful Bid**"), and the Phase 2 Qualified Bidder making such Successful Bid, the "**Successful Bidder**") for any particular Assets or UrtheCast Group, in whole or part. UrtheCast's determination of any Successful Bid, with the assistance of the Monitor, shall be subject to approval by the Court and in the case of the Designated Assets, where the Successful Bid constitutes a Superior Bid, the UrtheCast Group will proceed to an auction (the "Auction").
- 30. For certainty, notwithstanding the process and deadlines outlined above with respect to Phase 2 of the SISP, if no binding offer for a Compliant Conflicting Bid is received by UrtheCast Group during Phase 2 on or before the Phase 2 Bid Deadline, then the Petitioners will promptly bring an application seeking the granting of an order by the Court authorizing the Petitioners to proceed with the sale of the Designated Assets to the Stalking Horse Bidder in accordance with the terms and subject conditions of the Stalking Horse Bid. UrtheCast Group shall have no obligation to enter into a Successful Bid (excluding the Stalking Horse Bid, if applicable), and it reserves the right, after consultation with the Monitor to reject any or all Phase 2 Qualified Bids.

Auction

- 31. The Auction shall run in accordance with the following procedures, which may be modified by the UrtheCast Group in its discretion, after consultation with the Monitor:
 - (a) prior to the Auction Monitor shall have identified the Superior Offer and all bidding at the Auction shall be irrevocably made on the terms of the Superior Offer, except for price/investment amount and certain other identified business terms;
 - (b) the Monitor will provide to all Qualified Bidders the material terms and conditions of the Superior Offer (the "**Starting Bid**") and each Qualified Bidder must inform the UrtheCast Group whether it intends to participate in the Auction (the parties who so inform the UrtheCast Group, that they intend to participate are the "**Auction Bidders**");

- (c) Only representatives of the Auction Bidders, the UrtheCast Group, the Monitor, the DIP Lenders and such other persons permitted by the UrtheCast Group and the Monitor (and the advisors to each of the foregoing) are entitled to attend the Auction;
- (d) At the commencement of the Auction, each Auction Bidder shall be required to confirm that it has not engaged in any collusion with any other Auction Bidder to detrimentally affect the price for any sale;
- (e) Only the Auction Bidders will be entitled to make any Subsequent Bids (as defined herein);
- (f) All Subsequent Bids presented during the auction shall be made and received in one room on an open basis. All Auction Bidders will be entitled to be present for all Subsequent Bids at the Auction with the understanding that the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders at the Auction and that all material terms of each Subsequent Bid will be fully disclosed to all other Auction Bidders throughout the entire Auction;
- (g) All Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present in person at the Auction;
- (h) The UrtheCast Group, after consultation with the Monitor, may employ and announce at the auction additional procedural rules that are reasonable under the circumstances, (e.g. the amount of time allotted to make Subsequent Bids, requirement to bid in each round, and the ability of multiple Auction Bidders to combine to present a single bid) for conducting the auction, provided that such rules are (i) not inconsistent with any applicable law, and (ii) disclosed to each Auction Bidder at the auction;
- (i) Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (a "**Subsequent Bid**") that the UrtheCast Group determines, after consultation with the Monitor, is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined herein); in each case by at least the Minimum Incremental Overbid. Each bid at the auction shall provide net value to the UrtheCast Group of at least CAD \$100,000 (the "**Minimum Incremental Overbid**") over the Starting Bid or the Leading Bid (as defined herein), as the case may be; provided however that the UrtheCast Group, after consultation with the Monitor, shall retain the right to modify the incremental requirements at the Auction and provided further that the UrtheCast Group, in determining the net value of an incremental bid, shall not be limited to evaluating the incremental dollar value of such bid and may consider other factors. After each Subsequent Bid, the UrtheCast Group shall, after consultation with the Monitor, announce whether such bid (including the value and material terms thereof) is higher or otherwise better than the prior bid (the "**Leading Bid**"). A round of bidding will conclude after each Auction Bidder has the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

- (j) If, in any round of bidding, no new Subsequent Bid is made that becomes a Leading Bid, the Auction shall be closed;
 - (k) The Auction shall be closed by midnight on the day of the Auction unless extended for a further 24 hour period by the UrtheCast Group with the approval of the Monitor;
 - (l) No bids (from Auction Bidders or otherwise) shall be considered after the conclusion of the Auction; and
 - (m) At the close of the Auction, the Monitor shall identify the winning bid (the "**Auction Successful Bid**"). At the conclusion of the Auction, the Monitor will notify the other bidders of the identities of the bidders of the Auction Successful Bid. (n) following conclusion of the Stalking Horse Scenario Auction, the UrtheCast Group, with the assistance of the Monitor, may finalize a definitive agreement or agreements in respect of the Stalking Horse Auction Successful Bid and the Stalking Horse Auction Backup Bid, respectively, if any, conditional upon approval of the Court.
32. All other bids received at the Auction shall be deemed rejected on the earlier of: (i) the date of closing of the Auction Successful Bid, and (ii) confirmation from the Monitor that the bid has been rejected.

Sale Approval Motion Hearing

33. At the hearing of the motion to approve any transaction with a Successful Bidder (which would include the Stalking Horse Bidder in the circumstances contemplated by paragraphs 20(b) or 29 (the "**Sale Approval Motion**"), UrtheCast Group shall seek, among other things, approval from the Court to consummate any Successful Bid. All the Phase 2 Qualified Bids other than the Successful Bid, if any, shall be deemed rejected by UrtheCast Group on and as of the date of approval of the Successful Bid by the Court.

Confidentiality, Stakeholder/Bidder Communication and Access to Information

34. All discussions regarding an LOI, Sale Proposal or Investment Proposal must be directed through the Monitor. Under no circumstances should the management of the UrtheCast Group or any stakeholder of UrtheCast Group be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP process.
35. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Phase 1 Qualified Bidders, LOIs, Phase 2 Qualified Bidders, Phase 2 Qualified Bids, the details of any bids submitted or the details of any confidential discussions or correspondence between UrtheCast Group, the Monitor and such other bidders or Potential Bidders in connection with the SISP, except to the extent UrtheCast Group with the approval of the Monitor and consent of the applicable participants, are seeking to combine separate bids from Phase 1 Qualified Bidders or Phase 2 Qualified Bidders.

Supervision of the SISP

36. The participation of UrtheCast Group in the SISP will be directed by UrtheCast Corp.'s board of directors.
37. The Monitor will participate in the conduct of the SISP in the manner set out in this SISP Process Outline and the Initial Order and is entitled to receive all information in relation to the SISP.
38. This SISP does not, and will not be interpreted to create any contractual or other legal relationship between UrtheCast Group and any Phase 1 Qualified Bidder, any Phase 2 Qualified Bidder (other than the Stalking Horse Bidder) or any other party, other than as specifically set forth in a definitive agreement that may be signed with UrtheCast Group.
39. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any LOI, Phase 2 bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.
40. UrtheCast Group shall have the right to modify the SISP (including, without limitation, pursuant to the Bid Process Letter) provided always that the outside date for closing a transaction of purchase and sale of the Designated Assets will only be amended with the written consent of the Stalking Horse Bidder) with the prior written approval of the Monitor if, in their reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the Service List in this CCAA proceeding shall be advised of any substantive modification to the procedures set forth herein.

Schedule "1"

Address for Submitting LOIs and Phase 2 Bids

Bennett Jones LLP

666 Burrard St
Suite #2500
Vancouver, BC V6C 2X8

Fax: ●

Attn : ●

Ernst & Young Inc.

700 West Georgia Street
Vancouver, BC V7Y 1C7

Fax: ●

Attn : Mr. Philippe Mendelson, Vice President

Schedule "D" – Stalking Horse Bid

DELIVERED BY EMAIL

October 13, 2020

URTHECAST CORP.
Unit 33-1055 Canada Place
Vancouver, BC V6C 0C3

Attention: Mr. Don Osborne
Director & Chief Executive Officer

- and to -

ERNST & YOUNG INC., as Monitor
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Mr. Mike Bell
Senior Vice President

Dear Sirs:

Re: Stalking Horse Bid Letter for UrtheDaily Constellation and UrtheCast Pipeline

This letter of intent, including the term sheet attached hereto as Exhibit "A" (the "Acquisition Term Sheet"), confirms our mutual understanding regarding the proposed material terms and conditions upon which Antarctica Infrastructure Partners, LLC ("Antarctica"), through its wholly-owned subsidiary 1269336 B.C. Ltd. and/or one or more special purpose entities affiliated with Antarctica (in any case, "Bidco"), is prepared to acquire (the "Proposed Transaction") from UrtheCast Corp., an Ontario corporation ("UrtheCast") and/or certain of UrtheCast's direct and indirect subsidiaries (together with UrtheCast, the "Sellers"), all of the assets and certain liabilities of the UrtheDaily Constellation project¹ and the UrthePipeline² product offering (together, the "Acquired Business"), including, without limitation, the assets set forth in Schedule "A" to the Acquisition Term Sheet (collectively, the "Acquired Assets"), in connection with a filing by the Sellers and certain of their affiliates made under the *Companies Creditors' Arrangement Act* (Canada) ("CCAA"). The Proposed Transaction will be subject to Sellers' undertaking a competitive process on the terms and conditions set out in a Sale and Investment Solicitation Process ("SISP") on terms agreed to by UrtheCast's board of directors (the "Board"), UrtheCast, Ernst & Young Inc., as CCAA monitor (the "Monitor") and the Supreme Court of British Columbia (the "Court"), and provided by UrtheCast to Antarctica and approved by the Court. The form of SISP that UrtheCast will present to the Court for approval for

¹ As that term is used in UrtheCast's annual information form dated May 4, 2020, and including all related assets, contracts, intellectual property, software, books and records and employees that are owned by the Sellers (or any of them) and that are reasonably necessary to design, complete, finance, launch and operate the UrtheDaily Constellation.

² As that term is used in UrtheCast's annual information form dated May 4, 2020, and including all related assets, products, contracts, intellectual property, software, books and records and employees that are owned by the Sellers (or any of them) and that are reasonably necessary to design, complete, finance, launch and operate the UrthePipeline ground segment systems.

such purpose is attached hereto as Exhibit "A." The execution and delivery of the Purchase Agreement by Antarctica and Bidco, and the execution and delivery by the Antarctica DIP Lender (as defined below) of the AC DIP Loan (as defined below) shall be subject to Antarctica's satisfaction with the form of the SISP that is approved by the Court.

In addition, conditional upon obtaining approval of this letter of intent by the Board, the Monitor, and the Court, Antarctica, through one and/or one or more other special purpose entities ("Antarctica DIP Lender"), will agree to participate in an interim senior secured financing (the "AC DIP Loan") on the terms set forth in the term sheet attached hereto as Exhibit "B" (the "AC Interim Financing Term Sheet"). Subject to the terms and conditions set forth in the AC DIP Loan, the Antarctica DIP Lender will make available to UrtheCast up to CAD\$3,548,000 to fund the Sellers' requirements in accordance with the Agreed Weekly Budgets (as defined in the AC Interim Financing Term Sheet, which will include (a) any amounts owing to 1262743 B.C. LTD. under a DIP Facilities Loan Agreement made between 1262743 B.C. LTD, UrtheCast and certain affiliates of UrtheCast, approved by the Court on October 2, 2020, and (b) UrtheCast's forecast operating cash requirements for the period from the Closing Date (as defined below) to January 15, 2021) and the Third DIP Order (as defined in the AC Interim Financing Term Sheet), each of which shall be in form and substance satisfactory to the Lender.

About Antarctica Capital

Antarctica Infrastructure Partners, LLC is an affiliate of Antarctica Capital, LLC (together with its affiliates, "Antarctica Capital"). Antarctica Capital is a global alternative investment manager with operations in the United States, United Kingdom, and India. Antarctica Capital is a SEC registered investment adviser with a primary focus upon real assets and has assets under management in excess of USD\$2 billion. Antarctica Capital's objective is to offer its investors transaction opportunities that are either off-market or require a particular set of expertise and relationships not readily available to others. This approach often leads our team towards path-breaking investment strategies or overlooked companies and assets that can be enhanced through operational transformation or consolidation strategies. Antarctica Capital has integrated investment and operating teams that permits us to take an "owner/operator" approach to our investments. Antarctica Capital remains heavily involved and embedded in shaping the direction and transformation of portfolio companies and assets. Our holistic investment approach with its emphasis on instilling strong oversight, financial discipline, technology, operational consulting, capital structure, and optimization of management and the workforce, helps to maximize value through the investment lifecycle.

We believe that the Proposed Transaction will be in the best interests of the Sellers and their respective stakeholders, including their creditors, employees, suppliers and customers, as well as the Government of British Columbia and the Government of Canada. We also believe our proposal will provide an opportunity for the Acquired Business to continue as going concerns, while facilitating completion of UrtheCast's other restructuring efforts and offering the maximum recovery for the Sellers' creditors.

Overview of the Proposed Transaction

The terms and conditions set forth in this letter of intent, including the Exhibits attached hereto, are not intended to be comprehensive and if, in the course of Bidco's ongoing due diligence investigations or the parties' ongoing development of the proposed acquisition structure and related negotiations, Bidco or Sellers determine that additional or modified terms and

conditions are necessary or advisable, then the parties reserve the right to address such matters, either by amending this letter of intent or by reflecting such additional or modified terms in any definitive purchase agreement (the "Purchase Agreement") that may be entered into between the parties in connection with the Proposed Transaction.

1. Terms of Proposed Transaction. Under our proposal, Bidco would purchase and acquire the Acquired Assets, and assume certain liabilities of Sellers, on the terms and subject to the conditions identified in the Acquisition Term Sheet, and as will be set out more particularly in the Purchase Agreement.
2. Sale Procedures. We understand that the Proposed Transaction will be subject to Sellers undertaking a competitive bid process which has been designed by UrtheCast and the Monitor to maximize value for Sellers and their stakeholders. Our proposal is conditional upon the Proposed Transaction being approved as the stalking horse bid for the Acquired Assets, on the terms and conditions set forth in the Acquisition Term Sheet, the SISP and the Amended and Restated Initial Order (as defined below).
3. Amended and Restated Initial Order. Our proposal is also contingent upon each of the Acquisition Term Sheet, the SISP and the AC Interim Financing Term Sheet being approved by the Court pursuant to a further modification to the initial order issued on September 4, 2020 by the Court in Vancouver Registry Action No. VLC-S-S208894, as modified by the amended and restated initial orders of the Court dated September 14, 2020, September 23, 2020 and October 2, 2020 (as modified to date and as contemplated to be modified pursuant to this letter of intent, the "Amended and Restated Initial Order"), and which Amended and Restated Initial Order shall otherwise be in form and substance acceptable to Bidco in its sole and absolute discretion.
4. Antarctica DIP Lender. In connection with the execution and delivery of this letter of intent, and subject to Antarctica DIP Lender being approved as an Interim Lender pursuant to the Amended and Restated Initial Order, Antarctica DIP Lender will enter into the AC Interim Financing Term Sheet.
5. Purchase Agreement. As soon as reasonably practical after execution of this letter of intent, the parties will commence negotiations of a definitive binding Purchase Agreement. The Purchase Agreement will be negotiated in good faith, will be subject to the mutual satisfaction of Bidco and Sellers and will contain terms and conditions consistent with those set forth in the Acquisition Term Sheet and other terms and conditions customary for transactions of this nature. Each party's obligations under this letter of intent are subject to its execution and delivery of a Purchase Agreement that is satisfactory to such party.
6. Public Announcements. None of UrtheCast, the other Sellers, Antarctica or Bidco shall make public announcements or public statements concerning the Proposed Transaction, unless such public announcement or public statement is jointly approved by all of UrtheCast, the other Sellers and Antarctica. In the event, however, that the parties are unable to agree on a public announcement or public statement at any time, and UrtheCast determines, after consultation with its legal counsel, that a public announcement or public statement is required by law at such time, then UrtheCast may issue such public statement or public announcement; provided that UrtheCast shall not identify Antarctica Capital in any public announcement or public statement without obtaining Antarctica Capital's prior written consent and UrtheCast gives the other parties advance notice of such public statement or public announcement, and an opportunity to provide comments, to the extent

practicable.

7. Designated Bidcos. Antarctica shall be entitled to designate one or more entities formed by Antarctica or its affiliates (including Bidco) to purchase specified assets (from among the Acquired Assets, as such term is defined below), to assume specified liabilities (from among the Assumed Liabilities, as such term is defined below), to perform any of the other covenants and agreements to be performed by Bidco under the Purchase Agreement and to have the rights and benefits of Bidco thereunder; provided, however, that Antarctica shall be a party to the Purchase Agreement and shall guarantee any and all obligations to the Sellers of such entities so designated by Antarctica.
8. Expense Reimbursement. The Purchase Agreement will provide that, subject to funds being available to UrtheCast under the AC DIP Loan, within three days of completion of the Proposed Transaction, UrtheCast will reimburse Antarctica for its out-of-pocket expenses (including the fees, disbursements and taxes of its professional advisors, McCarthy Tétrault LLP, Argosat Consulting LLC and KPMG LLP), not to exceed CAD\$1.0 million in the aggregate incurred in connection with its due diligence investigations, structuring discussions and negotiations with UrtheCast and preparing this letter of intent, the AC DIP Loan and the Purchase Agreement.
9. Governing Law. This letter of intent, and any questions, claims, disputes, remedies or actions arising from or related to this letter of intent, and any relief or remedies sought by any party to this letter of intent, shall be governed exclusively by the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to the rules of conflict of laws applied therein or any other jurisdiction.

Other than paragraph **Error! Reference source not found.**, 8 and **Error! Reference source not found.**, which are binding on the parties, this letter of intent is not intended and does not create any binding legal obligation on the part of any of UrtheCast, Antarctica, or Sellers. This letter of intent is subject to the confidentiality agreement dated June 24, 2020 made between UrtheCast and SIGA II, LLC an affiliate of Antarctica, is not intended and does not create any binding legal obligation on the part of UrtheCast, Antarctica, or Sellers to enter into any Purchase Agreement. Entering into any binding Purchase Agreement remains subject to, among other things, Antarctica's satisfactory completion of its remaining due diligence investigations, finalizing the parties' structuring discussions, negotiation of mutually acceptable definitive terms of a Purchase Agreement, obtaining approvals by the boards of directors (or similar governance bodies) of each of Antarctica, UrtheCast and the other Sellers, and obtaining approval of the Monitor

*** [The next page is the signature page] ***

If you are in agreement with the foregoing, please execute a copy of this letter and return to me.

Yours truly,

**ANTARCTICA INFRASTRUCTURE
PARTNERS, LLC**

By: _____
Name:
Title:

The foregoing is Accepted and Agreed by each of the undersigned as of this ____ day of October, 2020:

URTHECAST CORP.

By: _____
Name:
Title:

1185729 B.C. LTD.

By: _____
Name:
Title:

1185781 B.C. LTD.

By: _____
Name:
Title:

Exhibit "A"

Acquisition Term Sheet

This term sheet (the "Acquisition Term Sheet") sets forth a summary of certain terms for a proposed definitive "stalking horse" acquisition agreement (the "Purchase Agreement") to be entered into between Antarctica Infrastructure Partners, LLC ("Antarctica"), 1269336 B.C. Ltd. and/or one or more special purpose entities (in any case, "Bidco") to be formed by Antarctica and UrtheCast Corp. ("UrtheCast") and/or certain of UrtheCast's direct and indirect subsidiaries (together with UrtheCast, the "Sellers"), in connection with a filing in the British Columbia Supreme Court (the "Court") (as Vancouver Registry Action No. VLC-S-S208894) by the Sellers and certain of their affiliates (the "Applicants") under the *Companies' Creditors Arrangement Act* (Canada) ("CCAA").

This Acquisition Term Sheet is not intended and does not create any binding legal obligation on the part of either Bidco or Sellers. No legal obligation to negotiate, enter into or consummate any transaction will exist, unless and until the Purchase Agreement has been entered into by the parties, which is subject to board approval by Bidco and Sellers, satisfactory completion of confirmatory due diligence, and negotiation of final documentation. The terms and conditions set forth in this Acquisition Term Sheet are not intended to be comprehensive and if, in the course of Bidco's due diligence review or development of the proposed acquisition structure, or in the course of negotiations, Bidco or Sellers determine that additional terms and conditions, or modification to the terms and conditions set out herein, are necessary, then the parties reserve the right to address such matters.

This Acquisition Term Sheet is attached as Exhibit "A" to a letter of intent between Antarctica and the Sellers (the "Letter of Intent"). Capitalized terms used but not otherwise defined in this Acquisition Term Sheet have the meaning given to those terms in the Letter of Intent.

Transaction Structure:	The Proposed Transaction would be structured as a sale of assets, which may include the acquisition of all of the outstanding shares in the capital of one or more of the Sellers or other direct or indirect subsidiaries of UrtheCast, and certain of the liabilities of the Sellers.
Acquired Assets:	At the closing of the Proposed Transaction (the "<u>Closing</u>"), Bidco will acquire all of the assets, contracts, intellectual property, inventory, software, books and records comprising the UrthePipeline product offering and all of the assets, contracts, intellectual property, inventory, software, books and records that are owned by the Sellers (or any of them) and that are reasonably necessary to design, finance, complete, launch, own and operate the UrtheDaily Constellation project (collectively, the "<u>Acquired Assets</u>"). The Acquired Assets will include, without limitation, the assets described in the attached Schedule "A" titled "Purchased Assets" and: (1) all of the equity interests of Sellers in: a. 1185729 B.C. Ltd. b. 1185781 B.C. Ltd. c. GEOSYS U.S. ULC

- d. Geosys International Inc.
 - e. Geosys Brasil Ltd.
 - f. GEOSYS S.A.S.
 - g. GEOSYS Australia Pty.
 - h. GEOSYS Europe SARL
- (collectively, the "Acquired Entities");
- (2) all right, title and interest of UrtheCast and all of its affiliates in the Purchase and Sale Agreement dated November 6, 2018 (the "GEOSYS Purchase Agreement") made between Land O' Lakes, Inc. ("Land O'Lakes"), UrtheCast Corp. and 1185781 B.C. Ltd.;
 - (3) all right, title and interest of UrtheCast and all of its affiliates in each of the following agreements (collectively, the "Subscription Agreements"):
 - a. UrtheDaily Constellation Subscription Purchase Agreement dated September 20, 2018 between Remote Sensing Inc. and UrtheCast;
 - b. UrtheDaily Constellation Subscription Purchase Agreement dated October 17, 2018 between TerraTech SAC and UrtheCast; and
 - c. Long Term License and Services Agreement dated January 14, 2019 between UrtheCast, Deimos Imaging SLU, GEOSYS SAS and Winfield Solutions, LLC;
 - (4) all equipment and tangible property of Sellers, including inventory, raw materials and work in process, to the extent they are directly related to, or required to complete and operate, the UrtheDaily Constellation and/or the UrthePipeline services segment;
 - (5) all contracts (other than disclaimed contracts) of Sellers, to the extent they are directly related to, or required to complete and operate, the UrtheDaily Constellation and/or the UrthePipeline services segment;
 - (6) all permits, licenses, leases, patents, trademarks held by Sellers, to the extent assignable, that are directly related to, or required to complete and operate, the UrtheDaily Constellation and/or the UrthePipeline;
 - (7) all rights, options, claims and causes of action, to the extent they are directly related to, or required to complete and operate, the UrtheDaily Constellation and/or the UrthePipeline; and
 - (8) all real property, fixtures and leases or other rights to the extent they are directly related to, or required to

	complete and operate, the UrtheDaily Constellation and/or the UrthePipeline.
Assumption of Liabilities:	The following liabilities, and only the following liabilities, will be assumed by Bidco at Closing: (1) Assumption of UrtheCast's obligations under the GEOSYS Purchase Agreement to pay approximately CAD\$17.8 million³ in respect of the final installment payable to Land O' Lakes thereunder of approximately CAD\$2.7 million⁴ of accrued past due expenses, provided that Bidco shall have received from Land O' Lakes satisfactory waiver of any and all prior defaults under the GEOSYS Purchase Agreement and assurances from Land O' Lakes that the completion of the Proposed Transaction will not affect completion of the transfer of IP rights thereunder; and (2) Assumption of approximately CAD\$11.7 million⁵ of SADI unsecured indebtedness, provided that Bidco shall have received satisfactory assurances from the government agencies under which the UrtheCast obtains low-interest loans that the completion of the Proposed Transaction will not affect the continued availability of future funding thereunder, as well as completion of the CAD\$40,000,000 loan contemplated by the letter of May 15, 2020 from Innovation, Science and Economic Development Canada and that the related funding agreements remain in good standing at Closing.
Purchase Price:	In consideration for the Acquired Assets, Bidco will pay consideration having an aggregate value of CAD\$69.3 million⁶ (the "<u>Purchase Price</u>"), which will be comprised of the following components and payable as follows: (1) CAD\$1,000,000 (the "<u>Cash Purchase Price</u>"), CAD\$500,000 of which will be payable to the Monitor, in trust, as a deposit (the "<u>Deposit</u>")⁷ upon the parties' execution and delivery of the Purchase Agreement and the remaining CAD\$500,000 (the "<u>Final</u>

³ Number to be updated prior to signing the Purchase Agreement.

⁴ Number to be updated prior to signing the Purchase Agreement.

⁵ Number to be updated prior to signing the Purchase Agreement.

⁶ Number to be updated prior to signing the Purchase Agreement.

⁷ Bidco shall have the option, in its sole discretion, to satisfy all or part of the Deposit by forgiving all or a portion (but in an equal amount) of any amount owing to the AC DIP Lender for advances made to UrtheCast under the AC DIP Loan prior to Bidco's execution and delivery of the Purchase Agreement.

	<u>Payment</u>") will be payable at closing of the Proposed Transaction (the "<u>Closing</u>");⁸ (2) Assumption of UrtheCast's obligations to pay approximately CAD\$20.5 million⁹ in respect of the sum of the final installment payable to Land O' Lakes thereunder and the aggregate amount of UrtheCast's accrued past due expenses owing to Land O' Lakes, provided that Bidco shall have received from Land O' Lakes satisfactory waiver of any prior defaults under the GEOSYS Purchase Agreement and assurances from Land O' Lakes that the completion of the Proposed Transaction will not affect completion of the transfer of IP rights thereunder; (3) As consideration for the purchase of the Secured Debt (as defined below) Bidco will issue to UrtheCast, for the benefit of the Secured Lenders (as defined below), 35% of Bidco's non-voting equity as of the date of Closing (the "<u>Closing Date</u>"), which would be governed by a shareholders and/or limited partnership agreement (in any case, a "<u>Shareholders Agreement</u>"), providing for governance and minority approval rights, pre-emptive rights, mandatory dilution for any non-participation in the equity component of the project financing raised to develop and launch the Project (Antarctica to finance a material portion of the costs for completing the Project) and other customary provisions. If and to the extent that UrtheCast determines to distribute any Bidco equity to its securityholders, such distribution will be conditional upon each recipient signing a joinder to the Shareholders Agreement, in form satisfactory to Antarctica. For purposes of this letter agreement, "<u>Secured Debt</u>" means the approximately CAD\$36.1 million¹⁰ of principal and accrued and unpaid interest and all other amounts owing to Bolzano Investments Limited, Lunar Ventures Inc., SMF Investments Limited, Skidmore Group and each of Messrs. Don Osborne, Sai Chu, William Evans, James Topham, and Mark Piegza (collectively, the "<u>Secured Lenders</u>"). Prior to the parties' execution of the Purchase Agreement, certain of the Secured Lenders (being
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⁸ Bidco shall have the option, in its sole discretion, to satisfy all or part of the Final Payment by forgiving all or a portion (but in an equal amount) of any amount owing to the AC DIP Lender for advances made to UrtheCast under the AC DIP Loan prior to the Closing.

⁹ Number to be updated prior to signing the Purchase Agreement.

¹⁰ Number to be updated prior to signing the Purchase Agreement.

	Bolzano Investments Limited, Lunar Ventures Inc., SMF Investments Limited and all or most of Messrs. Don Osborne, Sai Chu, William Evans, James Topham and Mark Plegza) will enter into a Support Agreement with the Sellers, Antarctica and Bidco, confirming their support for the completion of the Proposed Transaction; and (4) Assumption of SADI indebtedness of approximately CAD\$11.7 million¹¹, as described above under "Assumption of Liabilities."
Deposit:	The Deposit (if any)¹² shall be payable by Bidco or an affiliate thereof to the Monitor, in trust, upon the parties' execution and delivery of the Purchase Agreement. The Purchase Agreement will provide that: (a) if the Proposed Transaction closes, the Deposit and any accrued interest thereon shall be released by the Monitor at Closing and applied as partial satisfaction of the Cash Purchase Price; (b) if the Purchase Agreement is terminated by UrtheCast as a result of a material breach by Bidco or any of its affiliates that would prevent the satisfaction of the closing conditions in the Purchase Agreement prior to the Outside Date, and such material breach is not cured within five business days, the full amount of the Deposit together, with any accrued interest earned thereon, shall be released by the Monitor to the Sellers, to become the absolute property of the Sellers as liquidated damages (and not as a penalty) and as the Sellers' sole rights and remedy pursuant to the Purchase Agreement; and (c) if the Purchase Agreement is terminated for any other reason, the Deposit, together with any interest accrued thereon, shall be returned to Bidco.
Representations and Warranties:	Representations and warranties given by Sellers and Bidco will include fundamental representations and warranties (valid existence, due authorization, title to assets, validity of permits etc.), and, in the case of Sellers, the absence of a material adverse change with respect to the Acquired Businesses or a material breach or default under material contracts and operating representations and warranties that are customarily provided in a stalking horse bid purchase agreement for a company in CCAA and, in the case of Bidco, (i) the Proposed Transaction is on an "as is, where is" basis; (ii) it has had an opportunity to conduct any and all due diligence regarding the Acquired Assets and the Sellers prior to making its offer; (iii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Acquired Assets in making its bid; and

¹¹ Number to be updated prior to signing the Purchase Agreement.

¹² See footnote #11.

	(iv) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Acquired Assets, or the Sellers or the completeness of any information provided in connection therewith, except as expressly stated in the definitive transaction agreement(s) signed by the Sellers.
Operation of the Business Prior to Closing:	Sellers will agree to customary operating covenants, including an agreement to continue operations in the normal course, <i>provided that</i> Sellers will not enter into, terminate, disclaim or materially amend any contract, terminate or fail to renew any license or hire or terminate any executive without obtaining Bidco's prior written consent. Sellers also agree to provide weekly operating updates as well as daily cash balances and working capital updates, including rolling monthly cash flow forecasts.
Employees:	No decisions relating to employees that are material to the business, including dealing with furloughed employees, unions and collective bargaining arrangements, and any changes to employee compensation arrangements (including changes approved by the Court as part of the CCAA process) shall be made without prior approval of Bidco, such approval not to be unreasonably withheld. Subject to the foregoing, Bidco anticipates that it will offer employment to certain employees of Sellers to be identified by Bidco, on terms and conditions of employment (or continued terms and conditions of employment) acceptable to Bidco.
Conditions to Closing:	The parties' obligations under the Purchase Agreement will be subject to the following conditions: (1) an Order shall be issued by the Court approving the Proposed Transaction pursuant to the SISP and shall have become a final Order; (2) a Sale Approval and Vesting Order shall be issued by the Court in form and substance satisfactory to Bidco, and shall have become a final Order; (3) receipt of all required third party consents and regulatory approvals to complete the transfer of the Acquired Assets to Bidco, including under applicable competition and foreign investment laws; (4) absence of laws or court orders prohibiting the transaction; (5) all indebtedness of all of the Acquired Entities will be extinguished on or prior to the Closing, other than any obligations expressly assumed by Bidco pursuant to

	the Purchase Agreement, to the satisfaction of Bidco, acting reasonably; and (6) certain key employees for the Project to be identified in the Purchase Agreement will have accepted offers of employment. The conditions to Bidco's obligation to consummate the Proposed Transaction would also include: (1) accuracy of Sellers' representations and warranties in all material respects; (2) absence of a Material Adverse Change with respect to the Acquired Business, measured from the date of the Purchase Agreement; (3) receipt of all consents and other approvals required to effect the Proposed Transaction (to the extent that the transfer of any contracts, licenses or permits are not effected through the CCAA process without consent separately being needed); and (4) receipt of all required permits and approvals to operate the business after the Closing, including the transfer and assignment of licenses, permits, etc. to Bidco. Notwithstanding any timeline established under the SISP, the Closing Date for the transactions contemplated by the Purchase Agreement shall be as soon as practicable after all of the conditions to closing have been satisfied or waived.
Termination Rights:	Each of the parties would be entitled to terminate the Purchase Agreement if: (1) the Closing Date does not occur on or before November 30, 2020 or, if the Closing has been delayed solely as a result of an auction involving the Acquired Business in accordance with the requirements of the SISP, December 18, 2020, or such other date as may be agreed between all of the parties to the Purchase Agreement (in any case, the "<u>Outside Date</u>"); (2) the Court, or other court or governmental authority, takes action to restrain, enjoin or otherwise prohibit the transfer of the Acquired Assets to Bidco which is not capable of appeal; (3) Bidco is not the successful bidder chosen as a result of the SISP; or (4) the Court does not approve the sale of the Acquired Assets to Bidco on the terms set out in the Purchase Agreement or approves an alternative transaction.
	Bidco would also be entitled to terminate the Purchase Agreement if:

	• Land O' Lakes or any of the Sellers terminates the GEOSYS Purchase Agreement or the Winfield Long Term License and Services Agreement; • UrtheCast, any of the Sellers or the Sellers' counterparties to the Subscription Agreements terminate any of the Subscription Agreements; • in the event that Antarctica DIP Lender enters into the AC Interim Financing Term Sheet, any unwaived or uncured event of default occurs under the AC Interim Financing Term Sheet; • the CCAA proceeding is terminated or a trustee in bankruptcy or receiver is appointed, and such trustee in bankruptcy or receiver refuses to proceed with the transactions contemplated by the Purchase Agreement; • Sellers breach the Purchase Agreement and fail to cure; or • either (a) the Sellers or their affiliates request or (b) the Court approves any amendments or modifications to the SISP that materially adversely affects the interests of the AC DIP Lender under the AC DIP Loan or of Bidco in respect of the Proposed Transaction
Break-Up Fee and Expense Reimbursement:	If the Purchase Agreement is terminated as a result of Bidco not being a successful bidder under the SISP, the Sellers shall pay Bidco a termination fee equal to 2% of the Purchase Price. If the Purchase Agreement is terminated (except for any termination by the Sellers following a material breach by Bidco) and either a Successful Bid (as defined in the SISP) or any other sale of assets or any plan in the CCAA proceeding is completed within six months of such termination (in any case, an "<u>Alternate Transaction</u>"), and such Alternate Transaction results in the Sellers or any of them, or their respective stakeholders, receiving any cash at closing of such Alternate Transaction: (1) UrtheCast shall promptly reimburse all reasonable third-party expenses incurred by Bidco after the signing of the Letter of Intent, if and to the extent related to the Purchase Agreement and the SISP, subject to a cap of \$1.0 million; and (2) UrtheCast shall pay a Break-Up Fee in an amount equal to 3.0% of the aggregate value of the consideration to be received by the Applicants and their stakeholders pursuant to the Alternate Transaction, subject to a cap of \$1.5 million, in each case, upon the closing of such Alternate Transaction.

Limitation of Liability:	If the Purchase Agreement is terminated for Bidco breach, Sellers' sole remedy will be liquidated damages in an amount equal to 10% of the Cash Purchase Price.
Not a Back-Up Bid:	Bidco's bid will not be deemed to be a "Back-Up Bid" and Bidco will not be required under any circumstances to be a Back-Up Bidder.
Governing Law:	British Columbia
Dispute Resolution:	Supreme Court of British Columbia

SCHEDULE "A" **PURCHASED ASSETS**

[Note: Schedule subject to detailed review by UrtheCast]

UrthePipeline, UrthePlatform and Value-Added Services

All intellectual property, assets, and equipment associated with the *UrtheDaily* business, including but not limited to:

1. All software already developed or in development, including, without limitation:
 - a. Raw downlinked optical and SAR Data processing services
 - b. Optical satellite/sensor commissioning, image calibration and QA services
 - c. Generic Satellite Imagery Improvement services for previously processed data
 - d. Automated mosaic generation prototype services
 - e. Next generation data platform prototype with cloud optimized formats
 - f. Geospatial analytics prototypes, e.g., soil moisture maps, generic change detection
2. All products, trademarks and/or brands that constitute the UrthePipeline offering. This includes the UrthePlatform (patented API driven web-based EO satellite platform) and the Earth Data Store (ecosystem for data processing, discovery, and access: <https://www.digitalsupercluster.ca/programs/data-commons/earth-data-store-2/>).
3. All plans, specifications, documents, analyses and reports and all project management and engineering documentation related to the UrthePipeline, including:
 - a. UrthePipeline Project Charter – Details on project scope, requirements, deliverables, schedule
 - b. UrthePipeline Monthly Project Status Updates – Achievements, financial summary
 - c. UrthePipeline Roadmap – Quarterly and yearly roadmaps
 - d. UrthePipeline Software Engineering Processes – Engineering practices, processes and agile methodologies
 - e. UrthePipeline Tasks and Work backlog – Work packages and activities for each team
 - f. UrthePipeline Technical Notes (Design, Analysis, and Review) – e.g., Processing, Calibration, Architecture, Analytics
 - g. UrthePipeline Satellite Test Data – E.g., Thela, Deimos-1, Deimos-2 raw data for testing
 - h. UrthePipeline Requirements – Requirements to satisfy UrtheDaily Mission
 - i. Marketing Materials – UrthePipeline brochures
 - j. Proposals – Proposal responses to CSA, DRDC, customers, etc.
4. All intellectual property (including patents filed, approved or in process).
5. All supplier contracts (cloud compute or storage, network services, etc.) which includes AWS as the primary cloud provider and Microsoft as a research partner for free development use.
6. All automated operational services currently running, including CBERS-4 ortho improvement pipeline and the Deimos-1 raw data processing service which currently serve Geosys
7. All currently existing government contracts which includes the Canadian Space Agency, Digital Supercluster, LookNorth, and DRDC for the years 2020-2022

8. Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Bidco on terms and conditions of employment acceptable to Bidco

Geosys

All intellectual property (owned or licensed), assets (owned or mid-transaction with Land O'Lakes) and equipment *necessary for operating Geosys as either a standalone business unit or in support of UrtheDaily*, including but not limited to:

1. All software, firmware and hardware already developed or in development
2. All products, trademarks and/or brands that constitute the Geosys product and services offering
3. All intellectual property (including patents filed, approved or in process) and intellectual property licenses (including Interim License from Land O'Lakes) and associated platforms and data archives
4. All legal entities as described in the Land O'Lakes Purchase Agreement
5. All supplier contracts, including, without limitation:
 - a. Microsoft Azure – cloud storage and computing services
 - b. ASE – cloud masking service
 - c. Tavant – offshore development
 - d. Deimos Imaging – imagery data
 - e. Airbus – imagery data
 - f. Iteris – weather data
 - g. MeteoFrance – weather data
 - h. Office leases – Maple Grove, MN (USA) and Balma, (France)
6. All customer contracts, MOUs, LOIs, sales pipeline, or other commercial agreements
7. Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Bidco on terms and conditions of employment acceptable to Bidco

UrtheDaily

All intellectual property, assets and equipment necessary for developing and operating the UrtheDaily constellation, including but not limited to:

1. All software, firmware and hardware already developed or in development
2. All products, trademarks and/or brands that constitute the UrtheDaily offering
3. All technical documentation associated with the UrtheDaily program. This includes technical reports describing the UrtheDaily design, technology and the Concept of Operations, Technical Specifications for elements of the system, Analyses Reports, and Analyses Source Files (e.g., spreadsheets) providing technical budgets and performing specific analyses, including:
 - a. MRD – Mission Requirements Document
 - b. Conops – Mission concept of operations
 - c. SRS – System requirements specification
 - d. Space Segment RS – Space segment requirements specification
 - e. Calibration RS – Camera calibration requirements specification
 - f. GS Spec – Ground Segment system requirements specification
 - g. Launch Vehicle IRD – Launch Vehicle Interface Requirements Document, between spacecraft and Launch vehicle

- h. FOS RS – Flight Operation System Requirements Specification
 - i. Space Segment Description – Space Segment Technical Description
 - j. EM Camera Test Description – Description of the EM UrtheDaily Camera that was built and the tests undertaken
 - k. Spreadsheets – Coverage Gap Calculator, Onboard Data Rates, Propellant & Delta-V Calculations, Pointing Control Impact on MTF
 - l. Analyses Reports – EDS Mission Analysis Report
 - m. Informal Technical Notes – CMOSIS CMV Detector family space mission history
 - n. Vendor Data – SSTL UrtheDaily Technical Presentation, CMV12000 detector datasheet, GSN Service Provider Proposals
4. All Project Management related documentation related to the UrtheDaily Program that includes plans, schedules and Statements of Work for suppliers that are developing elements of the UrtheDaily system, including:
 - a. PMP – Project management plan
 - b. SEMP – System engineering management plan
 - c. WBS – Work Breakdown Structure
 - d. WPDs – Work package descriptions
 - e. Master Schedule – Mission master schedule including detailed schedule for Space segment and major activities for WBS
 - f. PBS – Product breakdown structure, preliminary
 - g. Risk Register – Mission risk register
 - h. Charter – UrtheDaily Program Charter
 - i. SS SOW – UrtheDaily Space Segment Statement of Work
 - j. LV SOW – UrtheDaily Launch Vehicle Statement of Work
 - k. GSN RFP – RFP for GSN services which includes key GSN requirements & SOW
 5. All supplier proposals and contracts. This includes the SSTL subcontract for the Satellites, Launch Vehicle Subcontract, L1 Calibration Services Contract, Ground Station Network Service (GSN) Contract, Flight Operations System ground segment hardware and AWS Cloud Compute, cloud compute, storage and network services contract.
 6. All customer Service Level Agreement (i.e., FPP contracts), MOUs and LOIs, backlog, sales pipeline, or other agreements
 7. Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Bidco or an affiliate on terms and conditions of employment acceptable to Bidco

Exhibit "A"
FORM OF SISP

Exhibit "A"

Sale and Investment Solicitation Process Outline

Introduction

On September 4, 2020, UrtheCast Corp., UrtheCast International Corp., UrtheCast USA Inc., 1185729 B.C. Ltd. and the other petitioner parties set out on Schedule A (collectively, the "**Petitioners**" or "**UrtheCast Group**") to the initial order (the "**Initial Order**") granted by the Supreme Court of British Columbia (the "**Court**"), obtained relief under the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") from the Court that, among other things, commenced the CCAA proceedings (the "**CCAA Proceedings**"), granted an initial stay of proceedings in respect of the Petitioners (the "**Stay**") and appointed Ernst & Young Inc., as monitor (the "**Monitor**").

On September 14, 2020, the Petitioners obtained an amended and restated version of the Initial Order from the Court (the "**Amended and Restated Initial Order**") that, among other things, extended the Stay to October 2, 2020, authorized a limited sales and investment solicitation process for certain camera equipment owned by the Petitioners and authorized an interim debtor-in-possession financing facility from 1262743 B.C. Ltd. (the "**Existing DIP Lender**") providing for borrowings of up to US\$1,000,000 (the "**Existing DIP**") and the grant of a priority charge (the "**Existing DIP Lender's Charge**") to the Existing DIP Lender as security for borrowings under the Existing DIP.

On September 21, 2020, the Petitioners obtained a further amended and restated version of the Initial Order from the Court (the "**Second Amended and Restated Initial Order**") that, among other things, authorized an additional interim debtor-in-possession financing from HCP-FVL, LLC, an affiliate of Hale Capital Partners L.P. (the "**Second DIP Lender**") providing for borrowings of up to US \$5,000,000 (the "**Second DIP**") pursuant to the DIP Facilities Loan Agreement dated as of September 21, 2020 (the "**Second DIP Agreement**").

On October 2, 2020, the Petitioners obtained an order of the Court (the "**Stay Extension Order**") that, among other things extended the Stay to December 18, 2020.

On October 16, 2020, the Petitioners obtained an order from the Court that amongst other things:

- (a) authorized the Petitioners to pursue all avenues of refinancing or sale of its business or property, in whole or part, subject to prior approval of the Court before any material refinancing or sale is concluded;
- (b) approved the Sale and Investment Solicitation Process set forth herein (the "**SISP**");
- (c) approved an additional interim debtor-in-possession financing facility from an affiliate of Antarctica Infrastructure Partners, LLC (the "**AC DIP Lender**"), providing for borrowings of up to CAD \$3,548,000 (the "**Stalking Horse DIP**") and the grant of a priority charge (the "**AC DIP Lender's Charge**") to the AC DIP Lender as security for borrowings under the Stalking Horse DIP, ranking in priority to the Existing DIP Lender's Charge;
- (d) approved and accepted for the purpose of conducting a "stalking horse" solicitation in accordance with the SISP procedures set out in this this document (the "**SISP Process**");

Outline") that certain letter agreement dated October 13, 2020 between the Petitioners and the Stalking Horse Bidder, providing for a potential sale (the "**Stalking Horse Bid**") of the Applicants' UrtheDaily Constellation project and UrthePipeline business (together, the "**Designated Assets**") to 1269336 B.C. Ltd. the Stalking Horse Bidder or a designated affiliate, including the payment of an expense reimbursement (the "**Expense Reimbursement**") by the Petitioners to the Stalking Horse Bidder as contemplated by the Stalking Horse Bid; and

(e) approved the procedures set forth in this SISP Process Outline.

To facilitate an efficient and thorough SISP in the face of UrtheCast's acute liquidity challenges, the Petitioners have:

- (a) created a form of non-disclosure agreement ("**NDA**") and established a confidential online data site to facilitate due diligence investigations by Qualified Bidders (defined below) who enter into a NDA with UrtheCast Corp.; and
- (b) finalized a list of potential bidders, including (i) parties that have approached the Petitioners or the Monitor indicating an interest in the Opportunity (defined below), (ii) domestic and international strategic and financial parties who UrtheCast Group in consultation with the Monitor, believe could be interested in purchasing all or part of the assets or investing in UrtheCast Group pursuant to the SISP (including, without limitation, any parties with whom were in contact prior to the Initial Order as part of UrtheCast Group's strategic review process) and (iii) any other parties reasonably suggested by a stakeholder as a potential bidder who may be interested in the Opportunity (collectively, "**Known Potential Bidders**").

Opportunity

1. The SISP is intended to solicit interest in and opportunities for a sale of or investment in all or part of the assets, property, business operations and undertaking (the "**Opportunity**") of the Petitioners and their subsidiaries (collectively, the "**UrtheCast Group**"). The Opportunity may include one or more of a recapitalization, arrangement or other form of investment in or reorganization of the business and affairs of the UrtheCast Group as a going concern or a sale of all, substantially all or one or more components of UrtheCast Group's assets, including without limitation, the sale of the shares of one or more of the corporations comprising the UrtheCast Group and its business operations (the "**Assets**") as a going concern or otherwise.
2. Except to the extent otherwise set forth in a definitive sale or investment agreement with a successful bidder, any sale of the Assets or investment in UrtheCast Group will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by any member of the UrtheCast Group, the Monitor or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of UrtheCast Group in and to the Assets to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.

Timeline

3. The following table sets out the key milestones under the SISP:

Milestone	Deadline
Teaser Letter sent to potential Known Potential Bidders	As soon as practicable and, in any case, not later than October 16, 2020
Phase 1 Bid Deadline	November 6, 2020
Phase 2 Bid Deadline	To be specified in Phase 2 Bid Process Letter, but in any case not later than November 18, 2020
Auction (if required)	November 23, 2020

4. In recognition that certain of the UrtheCast Group Assets, including but not limited to the synthetic aperture radar ("**SAR**") and Deimos assets, have already been subject to extensive marketing, UrtheCast Group may, with the consent of the Monitor and in consultation with affected stakeholders, shorten any of the deadlines specified above.

Solicitation of Interest: Notice of the SISP

5. The SISP will include a notification process and up to two phases of activity for qualified interested bidders ("**Phase 1**" and "**Phase 2**", respectively). As soon as reasonably practicable, but in any event by no later than October 16, 2020:
- (a) UrtheCast Group will cause a notice of the SISP (and such other relevant information which UrtheCast Group, in consultation with the Monitor, considers appropriate) (the "**Notice**") to be published in such publications as UrtheCast Group in consultation with the Monitor, consider appropriate, if any; and
 - (b) UrtheCast Group will issue a press release setting out the information contained in the Notice and such other relevant information which UrtheCast Group considers appropriate for dissemination in Canada and major financial centres in the United States.

Stalking Horse Protections

6. Unless and until the Stalking Horse Bid has been completed or terminated by one of the parties in accordance with its terms, or amended to provide expressly to the contrary, the Stalking Horse Bidder will be afforded complete and timely access to (a) all confidential information regarding the Opportunity that is shared with any Potential Bidder (defined below), (b) the Bid Process Letter (defined below), and (c) a bi-weekly status update from the Monitor regarding the status of the SISP generally, including an update on whether there are any Qualified Bidders (defined below), Qualified Bids (defined below) received from Phase 2 Qualified Bidders (defined below), Competing Bids (defined below) and/or Compliant Competing Bid (as defined below), however this update will not provide the Stalking Horse Bidder any confidential information about these bidders or the terms of their bids if they include, in whole or in part, the Designated Assets (defined below) unless

and until a Successful Bidder (defined below) is determined for the Designated Assets and the SISP is proceeding to the Auction (defined below). For certainty, nothing in this SISP Process Outline is intended to derogate from any contractual rights of the Stalking Horse Bidder in the Stalking Horse Bid (including in any definitive agreement that may be entered into in respect of the Stalking Horse Bid), including the Stalking Horse Bidder's right to participate in the Auction SISP process, to be paid a break fee and to have certain of its expenses reimbursed.

PHASE 1: NON-BINDING LOIs

Phase 1 Qualified Bidders

7. Any Known Potential Bidder or other third party who contacts any of the Petitioners or Monitor to express interest in participating in the SISP (each, a **"Potential Bidder"**) must provide an executed NDA to the Monitor and provide a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.
8. A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a **"Phase 1 Qualified Bidder"** only if UrtheCast Group in its reasonable business judgment and in consultation with the Monitor, determines that such Potential Bidder is likely, based on the availability of financing, experience and other considerations, to be able to timely consummate a sale or investment pursuant to the SISP.
9. For certainty, the Stalking Horse Bidder will be deemed a Phase 1 Qualified Bidder for the purposes of the SISP and, unless terminated by the Stalking Horse Bidder or UrtheCast Corp. in accordance with its terms, the Stalking Horse Bid will be deemed a Qualified LOI and the Stalking Horse Bidder will not be required to submit any other bid during Phase 1 of the SISP.
10. At any time during Phase 1 of the SISP, UrtheCast Group may, in their reasonable business judgment and after consultation with and the consent of the Monitor, eliminate a Phase 1 Qualified Bidder (other than the Stalking Horse Bidder) from the SISP, in which case such bidder will be eliminated from the SISP and will no longer be a "Phase 1 Qualified Bidder" for the purposes of the SISP.
11. UrtheCast Group, in consultation with the Monitor, reserves the right to limit any Phase 1 Qualified Bidder's (other than the Stalking Horse Bidder's) access to any confidential information (including any information in the data room) and to customers and suppliers of UrtheCast Group, where, in UrtheCast Group's opinion after consultation with the Monitor, such access could negatively impact the SISP, the ability to maintain the confidentiality of the confidential information, the UrtheCast Group or the Assets.
12. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information of the UrtheCast Group and the Assets in connection with their participation in the SISP and any transaction they enter into with UrtheCast Group.

Non-Binding Letters of Intent from Qualified Bidders

13. A Phase 1 Qualified Bidder (other than the Stalking Horse Bidder) that wishes to pursue the Opportunity further must deliver a non-binding letter of intent (an **"LOI"**) to the Monitor

and UrtheCast Group at the addresses specified in Schedule "1" attached hereto (including by email or fax transmission), so as to be received by them not later than 5:00 PM (Pacific Time) on or before November 6, 2020, or such other date as the Monitor may advise in accordance with paragraph 4(the "**Phase 1 Bid Deadline**").

14. Subject to paragraph 13, an LOI so submitted will be considered a qualified LOI (a "**Qualified LOI**") only if:
- (a) it is submitted on or before the Phase 1 Bid Deadline by a Phase 1 Qualified Bidder;
 - (b) It contains an indication of whether the Phase 1 Qualified Bidder is proposing:
 - (i) to acquire all, substantially all or a portion of the Assets (a "**Sale Proposal**"), or
 - (ii) a recapitalization, arrangement or other form of investment in or reorganization of the UrtheCast Group (an "**Investment Proposal**");
 - (c) In the case of a Sale Proposal (other than the Stalking Horse Bid), it identifies or contains the following:
 - (i) the purchase price or price range in Canadian dollars, including details of any liabilities to be assumed by the Phase 1 Qualified Bidder and key assumptions supporting the valuation;
 - (ii) a description of the Assets that is expected to be subject to the transaction and any of the Assets expected to be excluded;
 - (iii) a description of the Phase 1 Qualified Bidder's proposed treatment of material agreements and employees (for example, anticipated employment offers);
 - (iv) a specific indication of the financial capability of the Phase 1 Qualified Bidder and the expected structure and financing of the transaction (including, but not limited to, the sources of financing to fund the acquisition, preliminary evidence of the availability of such financing or such other form of financial disclosure and credit-quality support or enhancement that will allow UrtheCast Group and the Monitor and each of their respective advisors to make a reasonable business or professional judgment as to the Phase 1 Qualified Bidder's financial or other capabilities to consummate the transaction and to perform all obligations to be assumed in such transaction; and the steps necessary and associated timing to obtain financing and any related contingencies, as applicable);
 - (v) a description of the conditions and approvals required for the Phase 1 Qualified Bidder to be in a position to submit a final and binding offer, including any anticipated corporate, securityholder or other internal approvals and any anticipated impediments for obtaining such approvals;

- (vi) an outline of any additional due diligence required to be conducted in order to submit a final and binding offer;
 - (vii) a description of all conditions to closing that the Phase 1 Qualified Bidder expects to include in its final and binding offer, including without limitation any regulatory approvals and any form of agreement required from a government body, stakeholder or other third party ("**Third Party Agreement**") and an outline of the principal terms thereof; and
 - (viii) any other terms or conditions of the Sale Proposal that the Phase 1 Qualified Bidder believes are material to the transaction;
- (d) In the case of an Investment Proposal, it identifies the following:
- (i) a description of how the Phase 1 Qualified Bidder proposes to structure the proposed investment;
 - (ii) the aggregate amount of the equity and/or debt investment to be made in the UrtheCast Group in Canadian dollars;
 - (iii) key assumptions supporting the Phase 1 Qualified Bidders' valuation;
 - (iv) a description of the Phase 1 Qualified Bidder's proposed treatment of any liabilities, material contracts and employees;
 - (v) the underlying assumptions regarding the pro forma capital structure (including the form and amount of anticipated equity and/or debt levels, debt service fees, interest or dividend rates, amortization, voting rights or other protective provisions (as applicable), redemption, prepayment or repayment attributes and any other material attributes of the investment);
 - (vi) a specific indication of the sources of capital for the Phase 1 Qualified Bidder and the structure and financing of the transaction (including, but not limited to, the sources of capital to fund the investment, preliminary evidence of the availability of such capital or such other form of financial disclosure and credit-quality support or enhancement that will allow UrtheCast Group and the Monitor and each of their respective advisors to make a reasonable business or professional judgment as to the Phase 1 Qualified Bidder's financial or other capabilities to consummate the transaction, steps necessary and associated timing to obtain such capital and any related contingencies, as applicable, and a sources and uses analysis);
 - (vii) a description of the conditions and approvals required for the Phase 1 Qualified Bidder to be in a position to submit a final and binding offer, including any anticipated corporate, securityholder or other internal approvals and any anticipated impediments for obtaining such approvals;
 - (viii) an outline of any additional due diligence required to be conducted in order to submit a final and binding offer;

- (ix) a description of all conditions to closing that the Phase 1 Qualified Bidder expects to include in its final and binding offer, including without limitation any regulatory approvals and any Third Party Agreement required and an outline of the principal terms thereof; and
 - (x) any other terms or conditions of the Investment Proposal which the Phase 1 Qualified Bidder believes are material to the transaction;
- (e) in the case of
- (i) a Sale Proposal for Assets that include any of the Designated Assets, or
 - (ii) an Investment Proposal that contemplates taking any security interest in any of the Designated Assets or that could reasonably be expected to take longer to complete than the sale of the Designated Assets to the Stalking Horse Bidder pursuant to the Stalking Horse Bid (any Sale Proposal or Investment Proposal referred to in this subsection (e) being referred to as a **"Conflicting Bid"**),

such Conflicting Bid provides for payment of the expense reimbursement and break fee (it being understood and agreed that only the Stalking Horse Bidder will be entitled to any bid protections including expense reimbursement and a break fee) and provides that, at a minimum and on closing of the Conflicting Bid, cash proceeds will be paid in an amount which is at least equal to the sum of: (A) the amount of cash payable under the Stalking Horse Bid, (B) the amount of obligations being credit bid and debt assumed (exclusive of cure costs) in the Stalking Horse Bid, (C) the amount of the Expense Reimbursement, (D) the amount of any break fee payable under the Stalking Horse Bidder, (E) the principal and any accrued and unpaid interest owing under the Stalking Horse Bid DIP and the Existing DIP, plus (F) a minimum overbid amount of CAD \$250,000 (the sum of such amounts in clauses (A) through (F) of this paragraph 14(e) being referred to as the **"Minimum Purchase Price"**) and provides that, upon closing of the Conflicting Bid, the Stalking Horse DIP will be repaid in full and all amounts owing to the Stalking Horse Bidder (including the Stalking Horse's reimbursable expenses and break fee) will be paid at closing (a Conflicting Bid that satisfies the Minimum Purchase Price and other requirements of this clause being referred to as a **"Compliant Conflicting Bid"**); and

- (f) in the case of either a Sale Proposal or an Investment Proposal, it contains such other information as reasonably requested by UrtheCast Group in consultation with the Monitor.

15. For the avoidance of doubt, the completion of any Sale Proposal or Investment Proposal shall be subject to the approval of the Court and the requirement of approval of the Court may not be waived.

Preliminary Assessment of Phase 1 Bids and Subsequent Process

16. Following the Phase 1 Bid Deadline, UrtheCast Group, in consultation with the Monitor, will assess the Qualified LOIs. If it is determined by UrtheCast Group in consultation with the Monitor, that a Phase 1 Qualified Bidder that has submitted a Qualified LOI: (i) has a

bona fide interest in completing a Sale Proposal or Investment Proposal (as the case may be); and (ii) has the financial capability (based on availability of financing, experience and other considerations) to consummate such a transaction based on the financial information provided, then such Phase 1 Qualified Bidder will be deemed a "**Phase 2 Qualified Bidder**", provided that UrtheCast Group may, in their reasonable business judgment and after consultation with and with the approval of the Monitor, limit the number of Phase 2 Qualified Bidders (and thereby eliminate some bidders from the process) taking into account the factors identified in paragraph 18 below and any material adverse impact on the operations and performance of UrtheCast Group. Only Phase 2 Qualified Bidders shall be permitted to proceed to Phase 2 of the SISP.

17. For certainty, the Stalking Horse Bidder will be deemed a Phase 2 Qualified Bidder for the purposes of the SISP and, unless terminated by the Stalking Horse Bidder or UrtheCast Corp. in accordance with its terms, the Stalking Horse Bid will be deemed a Qualified Bid and the Stalking Horse Bidder will not be required to submit any other bid during Phase 2 of the SISP.
18. As part of the assessment of Qualified LOIs and the determination of the process subsequent thereto, UrtheCast Group, in consultation with the Monitor and with the approval of the Monitor, shall determine the process and timing to be followed in pursuing Qualified LOIs based on such factors and circumstances as they consider appropriate in the circumstances including, but not limited to: (i) the number of Qualified LOIs received, (ii) the extent to which the Qualified LOIs relate to the same Assets or involve Investment Proposals predicated on certain Assets, (iii) the scope of the Assets to which any Qualified LOIs may relate, and (iv) whether to proceed by way of sealed bid or auction (with or without a stalking horse bidder) with respect to some or all of the Assets (other than the Designated Assets). With respect to the Designated Assets, an auction shall be held in accordance with the auction process set out below (the "Auction") where UrtheCast Group in consultation with the Monitor, determines that one or more, or a combination thereof, of the Qualified Bids constitutes a Superior Bid (as defined below).
19. Upon the determination by UrtheCast Group, in consultation with the Monitor and with the approval of the Monitor, of the manner in which to proceed to Phase 2 of the SISP, UrtheCast Group, in consultation with and with the approval of the Monitor, will prepare a bid process letter for Phase 2 (the "**Bid Process Letter**"), and the Bid Process Letter will be (i) sent by the Monitor to all Phase 2 Qualified Bidders, and (ii) posted by the Monitor on the website the Monitor maintains in respect of this CCAA proceeding.
20. Notwithstanding the process and deadlines outlined above with respect to Phase 1 of the SISP and the process to supplement Phase 2 by way of the Bid Process Letter:
 - (a) UrtheCast Group may, at any time bring a motion to seek approval of a stalking horse agreement in respect of some or all of the assets (excluding the Designated Assets) or the UrtheCast Group and related bid procedures in respect of such Assets or to establish further or other procedures for Phase 2; and
 - (b) If no Compliant Conflicting Bid is received by UrtheCast Group on or before the Phase 1 Bid Deadline, the Petitioners will promptly bring an application seeking the granting of an order by the Court authorizing the Petitioners to proceed with the sale of the Designated Assets to the Stalking Horse Bidder in accordance with the terms and subject conditions of the Stalking Horse Bid.

PHASE 2: FORMAL OFFERS AND SELECTION OF SUCCESSFUL BIDDER

21. Paragraphs 22 to 32 below and the conduct of Phase 2 are subject to paragraphs 18, 19, and 20 and any adjustments made to Phase 2 in accordance with the Bid Process Letter and any further Court order regarding the SISF.

Due Diligence

22. UrtheCast Group in consultation with the Monitor, shall in their reasonable business judgment and subject to competitive and other business considerations, afford each Phase 2 Qualified Bidder (which shall be deemed to include the Stalking Horse Bidder, if the Stalking Horse Bid has not been completed in accordance with paragraph 20(b) or terminated by one of the parties in accordance with its terms) such access to due diligence materials and information relating to the Assets and UrtheCast Group as they deem appropriate. Due diligence access may include management presentations, on-site inspections, and other matters which a Phase 2 Qualified Bidder may reasonably request and as to which UrtheCast Group in their reasonable business judgment and after consulting with the Monitor, may agree. The UrtheCast Group will designate a representative to coordinate all reasonable requests for additional information and due diligence access from Phase 2 Qualified Bidders and the manner in which such requests must be communicated. Neither the UrtheCast Group nor the Monitor will be obligated to furnish any information relating to the Assets or UrtheCast Group to any person other than to Phase 2 Qualified Bidders. Further and for the avoidance of doubt, selected due diligence materials may be withheld from certain Phase 2 Qualified Bidders if UrtheCast Group in consultation with the Monitor, determine such information to represent proprietary or sensitive competitive information.

Formal Binding Offers

23. Phase 2 Qualified Bidders (other than the Stalking Horse Bidder, which will be deemed to have satisfied this paragraph 23 by delivering a definitive agreement of purchase and sale to effectuate the transactions contemplated by the Stalking Horse Bid, as the same may be amended by the parties thereto) that wish to make a formal offer to purchase or make an investment in UrtheCast Group or its Assets shall submit a binding offer that complies with all of the following requirements prior to the date set out the Bid Process Letter (the "Phase 2 Bid Deadline"):
- (a) the bid shall comply with all of the requirements set forth in respect of Phase 1 Qualified LOIs, including without limitation paragraph 14(e);
 - (b) the bid (either individually or in combination with other bids that make up one bid) is an offer to purchase or make an investment in some or all of the Assets or UrtheCast Group and is consistent with any necessary terms and conditions communicated to Phase 2 Qualified Bidders;
 - (c) the bid includes a letter stating that the Phase 2 Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder (as defined below), provided that if such Phase 2 Qualified Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder;

- (d) the bid includes duly authorized and executed transaction agreements, including the purchase price, investment amount and any other key economic terms expressed in Canadian dollars (the "**Purchase Price**"), together with all exhibits and schedules thereto, all applicable ancillary agreements with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such agreements), and proposed order to approve the sale by the Court;
- (e) the bid includes written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow UrtheCast Group and the Monitor to make a determination as to the Phase 2 Qualified Bidder's financial and other capabilities to consummate the proposed transaction;
- (f) the bid is not conditioned on (i) the outcome of unperformed due diligence by the Phase 2 Qualified Bidder, apart from, to the extent applicable, to the disclosure of due diligence materials that represent proprietary or sensitive competitive information which was withheld in Phase 2 from the Phase 2 Qualified Bidder and/or (ii) obtaining financing;
- (g) the bid fully discloses the identity of each entity that will be entering into the transaction or the financing (including through the issuance of debt in connection with such bid), or that is participating or benefiting from such bid, and such disclosure shall include, without limitation: (i) in the case of a Phase 2 Qualified Bidder formed for the purposes of entering into the proposed transaction, the identity of each of the actual or proposed direct or indirect equity holders of such Phase 2 Qualified Bidder and the terms and participation percentage of such equity holder's interest in such bid; and (ii) the identity of each entity that has or will receive a benefit from such bid from or through the Phase 2 Qualified Bidder or any of its equity holders and the terms of such benefit;
- (h) the bid includes a commitment by the Phase 2 Qualified Bidder to provide a non-refundable deposit in the amount of not less than 10% of the purchase price offered upon the Phase 2 Qualified Bidder being selected as the Successful Bidder and in any event, prior to service of the materials for the Sale Approval Motion (as defined below);
- (i) the bid includes acknowledgements and representations of the Phase 2 Qualified Bidder that: (i) the transaction is on an "as is, where is" basis; (ii) it has had an opportunity to conduct any and all due diligence regarding the Assets and UrtheCast Group prior to making its offer (apart from, to the extent applicable, the disclosure of due diligence materials that represent proprietary or sensitive competitive information which were withheld in Phase 2 from the Phase 2 Qualified Bidder); (iii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; and (iv) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Assets, or UrtheCast Group or the completeness of any information provided in connection therewith, except as expressly stated in the definitive transaction agreement(s) signed by UrtheCast Group;

- (j) the bid includes evidence, in form and substance reasonably satisfactory to UrtheCast Group, in consultation with the Monitor, of authorization and approval from the Phase 2 Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction agreement(s) submitted by the Phase 2 Qualified Bidder;
 - (k) the bid contains other information required by UrtheCast Group or the Monitor including, without limitation, such additional information as may be required in the event Phase 2 is supplemented in accordance with paragraph 19 to contemplate that an auction of certain Assets be conducted; and
 - (l) the bid is received by the Phase 2 Bid Deadline.
24. Following the Phase 2 Bid Deadline, UrtheCast Group in consultation with the Monitor, will assess the Phase 2 bids received. UrtheCast Group, in consultation with the Monitor, will designate the most competitive bids that comply with the foregoing requirements to be "**Qualified Bids**". No Phase 2 bids received shall be deemed not to be Qualified Bids unless the Monitor so approves. Only Phase 2 Qualified Bidders whose bids have been designated as Qualified Bids are eligible to become the Successful Bidder(s).
25. The Monitor shall notify each Phase 2 Qualified Bidder in writing as to whether its bid constituted a Qualified Bid within three (3) business days of the Phase 2 Bid Deadline, or at such later time as UrtheCast Group in consultation with the Monitor, deem appropriate.
26. UrtheCast Group may, in consultation with the Monitor, aggregate separate bids from unaffiliated Phase 2 Qualified Bidders (if, and only if, such aggregation is reasonably practicable to effect a transaction without overlap) to create one "Qualified Bid".

Evaluation of Competing Bids

27. A Qualified Bid will be evaluated based upon several factors, including, without limitation, items such as the Purchase Price and the net value provided by such bid, the claims likely to be created by such bid in relation to other bids, the identity, circumstances and ability of the Phase 2 Qualified Bidder to successfully complete such transactions, the proposed transaction documents, the effects of the bid on the stakeholders of UrtheCast Group, factors affecting the speed, certainty and value of the transaction (including any regulatory approvals or third party contractual arrangements required to close the transactions), the Assets included or excluded from the bid, any related restructuring costs, and the likelihood and timing of consummating such transactions, each as determined by UrtheCast Group and the Monitor.
28. A Qualified Bid will be deemed a Superior Bid where a credible, unconditional and financially viable third party offer, or combination of offers for (A) the acquisition of all, substantially all or certain of the Designated Assets; or (B) an investment, restructuring, recapitalization, refinancing or other reorganization of the UrtheCast Group, the terms of which offer are no less favourable and no more burdensome or conditional than the terms contained in the Stalking Horse Asset Purchase Agreement, and which at a minimum, alone, or in a combination with other offers, includes:

- (a) a payment in cash in excess of CAD \$250,000 of the aggregate of the total consideration payable pursuant to the Stalking Horse APA, being CAD \$69.3 million;
- (b) a payment in cash in the amount necessary to fully pay the Stalking Horse bidder's break fee and expense reimbursement together with any CCAA priority amounts owing, including any interim financing obligations as at the closing of such transaction; and
- (c) a payment in cash of all priority charges and an assumption of liabilities to satisfy and payment of all cure costs required to the closing of such transaction.

Selection of Successful Bid

- 29. UrtheCast Group, in consultation with the Monitor, (a) will review and evaluate each Qualified Bid, provided that each Qualified Bid may be negotiated between UrtheCast Group, in consultation with the Monitor, and the applicable Phase 2 Qualified Bidder, and may be amended, modified or varied to improve such Phase 2 Qualified Bid as a result of such negotiations, and (b) identify the highest or otherwise best bid (the "**Successful Bid**"), and the Phase 2 Qualified Bidder making such Successful Bid, the "**Successful Bidder**") for any particular Assets or UrtheCast Group, in whole or part. UrtheCast's determination of any Successful Bid, with the assistance of the Monitor, shall be subject to approval by the Court and in the case of the Designated Assets, where the Successful Bid constitutes a Superior Bid, the UrtheCast Group will proceed to an auction (the "Auction").
- 30. For certainty, notwithstanding the process and deadlines outlined above with respect to Phase 2 of the SISP, if no binding offer for a Compliant Conflicting Bid is received by UrtheCast Group during Phase 2 on or before the Phase 2 Bid Deadline, then the Petitioners will promptly bring an application seeking the granting of an order by the Court authorizing the Petitioners to proceed with the sale of the Designated Assets to the Stalking Horse Bidder in accordance with the terms and subject conditions of the Stalking Horse Bid. UrtheCast Group shall have no obligation to enter into a Successful Bid (excluding the Stalking Horse Bid, if applicable), and it reserves the right, after consultation with the Monitor to reject any or all Phase 2 Qualified Bids.

Auction

- 31. The Auction shall run in accordance with the following procedures, which may be modified by the UrtheCast Group in its discretion, after consultation with the Monitor:
 - (a) prior to the Auction Monitor shall have identified the Superior Offer and all bidding at the Auction shall be irrevocably made on the terms of the Superior Offer, except for price/investment amount and certain other identified business terms;
 - (b) the Monitor will provide to all Qualified Bidders the material terms and conditions of the Superior Offer (the "**Starting Bid**") and each Qualified Bidder must inform the UrtheCast Group whether it intends to participate in the Auction (the parties who so inform the UrtheCast Group, that they intend to participate are the "**Auction Bidders**");

- (c) Only representatives of the Auction Bidders, the UrtheCast Group, the Monitor, the DIP Lenders and such other persons permitted by the UrtheCast Group and the Monitor (and the advisors to each of the foregoing) are entitled to attend the Auction;
- (d) At the commencement of the Auction, each Auction Bidder shall be required to confirm that it has not engaged in any collusion with any other Auction Bidder to detrimentally affect the price for any sale;
- (e) Only the Auction Bidders will be entitled to make any Subsequent Bids (as defined herein);
- (f) All Subsequent Bids presented during the auction shall be made and received in one room on an open basis. All Auction Bidders will be entitled to be present for all Subsequent Bids at the Auction with the understanding that the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders at the Auction and that all material terms of each Subsequent Bid will be fully disclosed to all other Auction Bidders throughout the entire Auction;
- (g) All Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present in person at the Auction;
- (h) The UrtheCast Group, after consultation with the Monitor, may employ and announce at the auction additional procedural rules that are reasonable under the circumstances, (e.g. the amount of time allotted to make Subsequent Bids, requirement to bid in each round, and the ability of multiple Auction Bidders to combine to present a single bid) for conducting the auction, provided that such rules are (i) not inconsistent with any applicable law, and (ii) disclosed to each Auction Bidder at the auction;
- (i) Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (a "**Subsequent Bid**") that the UrtheCast Group determines, after consultation with the Monitor, is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined herein); in each case by at least the Minimum Incremental Overbid. Each bid at the auction shall provide net value to the UrtheCast Group of at least CAD \$100,000 (the "**Minimum Incremental Overbid**") over the Starting Bid or the Leading Bid (as defined herein), as the case may be; provided however that the UrtheCast Group, after consultation with the Monitor, shall retain the right to modify the incremental requirements at the Auction and provided further that the UrtheCast Group, in determining the net value of an incremental bid, shall not be limited to evaluating the incremental dollar value of such bid and may consider other factors. After each Subsequent Bid, the UrtheCast Group shall, after consultation with the Monitor, announce whether such bid (including the value and material terms thereof) is higher or otherwise better than the prior bid (the "**Leading Bid**"). A round of bidding will conclude after each Auction Bidder has the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

- (j) If, in any round of bidding, no new Subsequent Bid is made that becomes a Leading Bid, the Auction shall be closed;
 - (k) The Auction shall be closed by midnight on the day of the Auction unless extended for a further 24 hour period by the UrtheCast Group with the approval of the Monitor;
 - (l) No bids (from Auction Bidders or otherwise) shall be considered after the conclusion of the Auction; and
 - (m) At the close of the Auction, the Monitor shall identify the winning bid (the "**Auction Successful Bid**"). At the conclusion of the Auction, the Monitor will notify the other bidders of the identities of the bidders of the Auction Successful Bid. (n) following conclusion of the Stalking Horse Scenario Auction, the UrtheCast Group, with the assistance of the Monitor, may finalize a definitive agreement or agreements in respect of the Stalking Horse Auction Successful Bid and the Stalking Horse Auction Backup Bid, respectively, if any, conditional upon approval of the Court.
32. All other bids received at the Auction shall be deemed rejected on the earlier of: (i) the date of closing of the Auction Successful Bid, and (ii) confirmation from the Monitor that the bid has been rejected.

Sale Approval Motion Hearing

33. At the hearing of the motion to approve any transaction with a Successful Bidder (which would include the Stalking Horse Bidder in the circumstances contemplated by paragraphs 20(b) or 29 (the "**Sale Approval Motion**"), UrtheCast Group shall seek, among other things, approval from the Court to consummate any Successful Bid. All the Phase 2 Qualified Bids other than the Successful Bid, if any, shall be deemed rejected by UrtheCast Group on and as of the date of approval of the Successful Bid by the Court.

Confidentiality, Stakeholder/Bidder Communication and Access to Information

34. All discussions regarding an LOI, Sale Proposal or Investment Proposal must be directed through the Monitor. Under no circumstances should the management of the UrtheCast Group or any stakeholder of UrtheCast Group be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP process.
35. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Phase 1 Qualified Bidders, LOIs, Phase 2 Qualified Bidders, Phase 2 Qualified Bids, the details of any bids submitted or the details of any confidential discussions or correspondence between UrtheCast Group, the Monitor and such other bidders or Potential Bidders in connection with the SISP, except to the extent UrtheCast Group with the approval of the Monitor and consent of the applicable participants, are seeking to combine separate bids from Phase 1 Qualified Bidders or Phase 2 Qualified Bidders.

Supervision of the SISP

36. The participation of UrtheCast Group in the SISP will be directed by UrtheCast Corp.'s board of directors.
37. The Monitor will participate in the conduct of the SISP in the manner set out in this SISP Process Outline and the Initial Order and is entitled to receive all information in relation to the SISP.
38. This SISP does not, and will not be interpreted to create any contractual or other legal relationship between UrtheCast Group and any Phase 1 Qualified Bidder, any Phase 2 Qualified Bidder (other than the Stalking Horse Bidder) or any other party, other than as specifically set forth in a definitive agreement that may be signed with UrtheCast Group.
39. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any LOI, Phase 2 bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.
40. UrtheCast Group shall have the right to modify the SISP (including, without limitation, pursuant to the Bid Process Letter) provided always that the outside date for closing a transaction of purchase and sale of the Designated Assets will only be amended with the written consent of the Stalking Horse Bidder) with the prior written approval of the Monitor if, in their reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the Service List in this CCAA proceeding shall be advised of any substantive modification to the procedures set forth herein.

Schedule "1"

Address for Submitting LOIs and Phase 2 Bids

Bennett Jones LLP

666 Burrard St
Suite #2500
Vancouver, BC V6C 2X8

Fax: ●

Attn : ●

Ernst & Young Inc.

700 West Georgia Street
Vancouver, BC V7Y 1C7

Fax: ●

Attn : Mr. Philippe Mendelson, Vice President

Exhibit "B"**AC INTERIM FINANCING TERM SHEET**

**DIP FACILITY LOAN AGREEMENT
DATED AS OF OCTOBER 1, 2020**

Summary of Terms and Conditions ("**Term Sheet**")
CAD \$3,548,000 Secured Super-Priority Debtor-in-Possession Credit Facilities

This document is highly confidential and neither this document nor the identity of the lender listed on the signature page hereof ("**Lender**") shall be disclosed to any person other than UrtheCast Corp., its subsidiaries (collectively "**UrtheCast**") or its financing advisors (insofar as such advisors have been informed of, and agree to abide by, the confidentiality of this Term Sheet), and as required to be disclosed in connection with any court proceeding contemplated herein, without the prior written consent of Lender. Term Sheet is subject to the terms of the Confidentiality Agreement dated June 24, 2020 by and among SIGA II, LLC (an affiliate of Antarctica Capital LLC) and UrtheCast.

Borrower: UrtheCast Corp. (an Ontario, Canada corporation), 1185729 B.C. Ltd. (a British Columbia, Canada corporation), 1185781 B.C. Ltd. (a British Columbia, Canada corporation), UrtheCast International Corp. (a Canadian corporation), Geosys Holding, ULC (was Geosys Technology Holding LLC) (a British Columbia, Canada corporation) and Urthedaily Corp. (a British Columbia, Canada corporation) (collectively, the "**CAD Borrower**"), and Geosys Europe Sarl (a Switzerland corporation), UrtheCast USA Inc. (a Delaware, USA corporation), Geosys-Int'l, Inc. (a USA corporation) and Geosys S.A.S. (a France corporation) (collectively with the CAD Borrower, the "**Borrower**") during the pendency of the CCAA (as defined below) proceeding (the "**CCAA Proceeding**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") commenced pursuant to an initial order (the "**Initial Order**") issued on September 4, 2020 by the Supreme Court of British Columbia, Vancouver Registry Action No. VLC-S-S208894 (the "**CCAA Court**"), as modified by the amended and restated initial order of the CCAA Court dated September 14, 2020 (the "**ARIO**")

Guarantors: Deimos Imaging S.L.U., DOT Imaging S.L.U., Geosys Australia Pty, Geosys do Brasil Sistemas de Informacao Agricolas Ltda., Urthecast Holdings (Malta) Limited, UrtheCast Imaging S.L.U., UrtheCast Investments (Malta) Limited and each of the existing and future affiliates and direct and indirect subsidiaries of the Borrower deemed necessary by the Lender in its sole discretion (collectively, the "**Guarantors**" and, together with the Borrower, the "**Debtors**" or "**CCAA Debtors**") shall provide unconditional secured (subject to applicable law) guarantees of payment and not of collection in form satisfactory to the Lender.

Lender: An affiliate of Antarctica Infrastructure Partners LLC

DIP Facility: A facility consisting of a CAD \$3,548,000 term loan facility (the "**DIP Facility**"). Subject to the conditions set forth below and the final loan documents, the Borrower may draw down funds under the DIP Facility in tranches consisting of: (i) an initial tranche in the amount of CAD \$1,267,000 (the "**Initial Tranche**") on November 6, 2020; (ii) a second tranche in the amount of CAD \$733,000 (the "**Second**")

Tranche"); and (iii) a third tranche in the amount of CAD \$1,548,000 (the "**Third Tranche**") provided that no advances (an "**Advance**") shall be made if there is an Event of Default hereunder, or the Borrower is in default of any term of the DIP Facility and such default is continuing.

- Use of Proceeds:** The proceeds of the DIP Facility shall only be advanced to and used by the CCAA Debtors in accordance with the Agreed Weekly Budgets (as defined below) and Third DIP Order (as defined below), each of which shall be in form and substance satisfactory to the Lender in its sole discretion. The CCAA Debtors shall not utilize the DIP Facility for any other purpose without the prior written approval of the Lender (in its sole discretion). Except as set out in the Agreed Weekly Budget, the DIP Facility may not be used to pay any outstanding principal amount, accrued and unpaid interest, exit fees, expenses or any other amounts owing in respect of any existing debtor-in-possession financing, ~~with the exception that it is agreed~~, that the Second Tranche shall be used to pay any amounts outstanding pursuant to the interim debtor-in-possession financing facility from 1262743 B.C. Ltd. The DIP Facility may not be used in connection with any investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against or adverse to the Lender or its affiliates or any of their interests (whether direct or indirect).
- Direct Advance Condition:** The Borrower shall not use, advance or flow any funds from the DIP Facility to any CCAA Debtor located outside of Canada (a "**Foreign CCAA Debtor**"), including without limitation, the United States, France, Spain or Switzerland unless and until the Lender is satisfied that the Lender has a first priority lien and charge in any such foreign jurisdiction in form and substance (and/or court order) satisfactory to the Lender in its sole discretion (the "**Direct Advance Condition**").
- Closing Date:** The closing date for the DIP Facility shall be November 6, 2020 or such later date as may be agreed to by the Lender in its sole discretion (the "**Closing Date**").
- Evidence of Indebtedness:** The Lender shall open and maintain accounts and records evidencing advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The Lender's accounts and records constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the CCAA Debtors to the Lender pursuant to the DIP Facility.
- Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the Canada.
- Interest Rate:** All amounts owing hereunder on account of the principal, overdue interest, costs, fees and expenses shall bear interest at the rate of 17.5% per annum payable in cash monthly in arrears on the last day of each calendar month. To the extent permitted by applicable law, upon the occurrence of an Event of Default (as defined below), interest shall accrue and be calculated and compounded at a rate of 20% per annum.

- Standby Fee:** The Borrower shall pay the Lender a standby fee of 2% per annum on any undrawn portion of the DIP Facility. Such fee shall be calculated daily and payable monthly in arrears on the last day of each calendar month.
- Commitment Fee:** The Borrower shall pay to the Lender a non-refundable pro-rated commitment fee of 3% of each amount advanced under the DIP Facility, which initial pro-rated fee shall be payable on the Closing Date.
- Other Costs and Expenses:** The Borrower shall pay, monthly after the Closing Date, all costs and expenses of the Lender for all out-of-pocket due diligence and travel costs and all reasonable fees, costs, expenses and disbursements of outside counsel, appraisers, field auditors, and any financial consultant in connection with the drafting, negotiating and administration of the DIP Facility, including any costs and expenses incurred by the Lender in connection with the enforcement of its security, any of the rights and remedies available hereunder or under any order of the CCAA Court or under the Guarantees or any related security.
- Repayment and Maturity Date:** All amounts owing to the Lender under the DIP Facility shall be due and payable on the earliest of the occurrence of the following:
- (i) January 15, 2021;
 - (ii) the implementation of a plan of compromise or arrangement within the CCAA proceedings (a "**Plan**") which has been approved by the requisite majorities of the applicable CCAA Debtors' creditors and by order entered by the CCAA court (the "**Sanction Order**") and by the Lender;
 - (iii) conversion of the CCAA proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**")
 - (iv) on the sale of any of the assets of any CCAA Debtor outside of the ordinary course of business which is not consented to by the Lender in writing (collectively, the "**Approval Conditions**")), including any sale of assets pursuant to a sales and investment solicitation process are for a value in excess of CAD \$50,000 without first having received approval from the CCAA Court (unless the Lender agrees otherwise in its sole discretion); and
 - (v) an Event of Default (as defined below) in respect of which the Lender has elected in its sole discretion to accelerate all amounts owing and demand repayment;
- (such earliest date being the "**Maturity Date**").
- The Lender's commitment to make further advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be permanently and indefeasibly repaid in full and in cash no later than the Maturity Date without the Lender

being required to make demand upon the Borrower or other parties or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable. The Sanction Order shall not discharge or otherwise affect in any way any of the obligations of the CCAA Debtors to the Lender under the DIP Facility other than after the permanent and indefeasible payment in cash to the Lender of all obligations under the DIP Facility on or before the date that the Plan is implemented.

**Mandatory
Prepayments and
Commitment
Reduction:**

Unless the Lender consents in writing otherwise, the Borrower is required to prepay amounts outstanding under the DIP Facility:

- (i) upon the receipt of net cash proceeds from the issuance by any of the CCAA Debtors of any indebtedness for borrowed money;
- (ii) upon receipt of insurance proceeds or expropriation awards by any of the CCAA Debtors;
- (iii) upon receipt of net cash proceeds from the sale of any of the Collateral (as defined below) except for sales of inventory in the ordinary course of business by any of the CCAA Debtors;
- (iv) any receipt by any of the CCAA Debtors of cash proceeds outside of the ordinary course that is not expressly contemplated in the Agreed Weekly Budget (except for proceeds from new customer contracts); and
- (v) upon receipt of net cash proceeds from the sale or issuance of any equity interests (as such term is defined or used in any applicable securities laws and legislation) in any of the CCAA Debtors or the receipt of capital contributions by any of the CCAA Debtors.

Any prepayment required hereunder shall be a permanent reduction of the DIP Facility and may not be re-borrowed without the prior written consent of the Lender in its sole discretion.

**Optional
Prepayment:**

The DIP Facility may be repaid at any time, in whole or in part, prior to the Maturity Date on not less than two (2) business days' notice to the Lender.

Lender Account:

All payments to the Lender, in addition to payments made to the Lender under the cash management arrangements, shall be made by wire transfer to the account specified in writing to the Borrower from time to time.

Agreed Budgets:

The CCAA Debtors shall provide the Lender with a 13-week cash flow (the "**Agreed Weekly Budget**") reviewed by the Monitor, which shall be filed with the CCAA Court in connection with the CCAA Proceedings. The Agreed Weekly Budget shall be form and substance satisfactory to the Lender and shall reflect, on a line item basis, among other things, anticipated cash flow, cash receipts and

disbursements, sales. The Lender may, in its sole discretion, require changes to the format of the Agreed Weekly Budget and the details provided therein including, without limitation, information on a line item basis as to (i) projected cash receipts; (ii) projected disbursements (including ordinary course operating expenses, restructuring expenses, including professional fees), capital and maintenance expenditures; and (iii) such other matters as may be reasonably required by the Lender. The Agreed Weekly Budget shall be rolled forward on a weekly basis and its format and the detail provided therein may only be amended and modified with the prior written consent of the Lender in its sole discretion.

On the Thursday of each week, the CCAA Debtors shall provide to the Lender a variance report (the "**Weekly Budget Variance Report**") showing on a line-by-line basis actual receipts and disbursements and the total available liquidity for the last day of the prior week for the cumulative period since the commencement of the CCAA proceeding and for a rolling cumulative four week period once the CCAA Proceedings have been pending for four weeks and noting therein all variances on a line-by-line basis from the amounts in the Agreed Weekly Budget and shall include explanations for all negative variances in excess of fifteen percent (15%) and shall be certified by the Chief Financial Officer of the Borrower and approved by the Monitor. The first Weekly Budget Variance Report shall be delivered on November 19, 2020.

**Conditions
Precedent to DIP
Advances:**

No advance shall be made under the DIP Facility until the following conditions precedent (the "**Funding Conditions**") have been satisfied or waived in writing, as determined by the Lender in its sole discretion, acting reasonably:

1. The Borrower shall have served an application for an order or orders, in a form and substance satisfactory to the Lender in its sole discretion, approving this Term Sheet, the DIP Facility, the cash management arrangements, granting the DIP Lender's Charge (as defined below), the Sales and Investment Solicitation Process (the "**SISP**") attached hereto as Schedule "A", and approval of the Stalking Horse Bid Letter (the "**Stalking Horse Bid Letter**") attached hereto as Schedule "B" (the "**Third DIP Order**") on or before October 16, 2020. Notice of the application for the Third DIP Order shall include any party required by the Lender in its sole discretion, acting reasonably. For greater certainty, the Third DIP Order shall provide, *inter alia*: (i) for the approval of the DIP Term Sheet, the DIP Facility, (ii) for the granting of a charge (the "**DIP Lender's Charge**") over all of the Property (as defined in the ARIO) of all of the CCAA Debtors and shall secure all obligations owing by the CCAA Debtors to the Lender hereunder, including without limitation, all principal, interest, fees, costs and expenses (including professional fees) (collectively the "**DIP Obligations**"), which, pursuant to the Third DIP Order, shall rank in priority to all other liens, charges, mortgages, hypothecs, adverse rights or claims, deemed trusts, grants (including any licensing rights provided to any person other than customers or licensees in the ordinary course of business), encumbrances,

security interests of every kind and nature (including, without limitation, the current debtor-in-possession financing) (collectively, "**Liens**") granted by the CCAA Debtors against any of the Property of any of the CCAA Debtors of any kind other than an administration charge granted by the CCAA Court to a maximum of CAD \$500,000 (the "**Administration Charge**"); (iii) that such Third DIP Order may not be rescinded, amended or revised without at least five (5) business days' notice to the Lender and its counsel and shall not stay the rights of the Lender hereunder or under the DIP Credit Documentation (as defined below); (iv) that the Lender and the DIP Facility (including any participation rights hereunder) shall be unaffected under any plan of arrangement in respect of the CCAA Debtors; and (v) for such amendments to the ARIO as may be required by the Lender in its sole discretion;

2. The Third DIP Order shall have been issued and shall not have been amended, restated, rescinded or modified, or be subject to pending a motion, application or other proceeding to amend, restate, rescind, vary or modify, in a manner that, in the Lender's sole opinion, adversely affects the rights or interests of the Lender without the written consent of the Lender;

3. Any and all existing debtor-in-possession financings (including, without limitation, the debtor-in-possession financings provided to the Borrower (or any of them) by HCP-FVL, LLC and/or 1262743 B.C. Ltd.) shall have been repaid in full and subordinated to the Lender pursuant to a Court Order (as defined below) or a fully enforceable executed subordination agreement;

4. The Lender shall have approved the applicable Agreed Weekly Budget;

5. All outstanding fees and expenses payable to the Lender shall have been paid or will be paid within such time as is acceptable to the Lender in its sole discretion, acting reasonably;

6. There shall be no Liens (including any license rights granted to any secured party) existing (registered, inchoate or otherwise) that rank in priority to or *pari passu* with the DIP Lender's Charge other than the Administration Charge;

7. The CCAA Debtors shall be in compliance in all material respects with the timetables in the SISF;

8. The DIP Credit Documentation (as defined below) shall be satisfactory to the Lender in its sole discretion, acting reasonably, and the Lender shall be in receipt of fully executed copies of the DIP Credit Documentation;

9. The Lender shall be satisfied that the CCAA Debtors have complied and are continuing to comply, in all material respects, with

all applicable laws, regulations, policies in relation to their property and business, other than as may be permitted under any order of the CCAA Court (each a "**Court Order**") which is satisfactory to the Lender in its sole discretion;

10. No Event of Default shall have occurred that is continuing or will occur as a result of the requested advance;

11. All amounts due and owing to the Lender at the time of an advance under the DIP Facility shall have been paid or shall be paid from the requested advance;

12. The Lender shall have been satisfied that all motions, orders and other pleadings and related documents filed or submitted to the CCAA Court by the CCAA Debtors shall be consistent in all material respects with the terms hereof and all orders entered by the CCAA Court shall not be inconsistent with or have an adverse impact in any material respect on the terms of the DIP Facility or the interests of the Lender;

13. Any necessary third party approvals to preserve or perfect the DIP Lender's Charge shall have been obtained;

14. The Lender shall be in receipt of executed copies of guarantees and security, in form and substance satisfactory to the Lender in its sole discretion, from each of the Guarantors;

15. No material portion of the Collateral be lost or stolen; and

16. There has been no fact, circumstance, change or event (whether in respect of termination, usage, value, implementation of set off rights, or any other matter) in respect of those certain Interim License and Services Agreement among Winfield, Urthecast Corp., Geosys-Int'l, Inc., Geosys Australia Pty, Geosys Europe Sarl, Geosys S.A.S. and Geosys do Brasil sistemas de Informacao Agriocola Ltda, or that certain Purchase and Sale Agreement of Certain Subsidiaries of Land O'Lakes Inc. and Certain Platform Assets dated November 6, 2018 (collectively, the "**Winfield Agreements**"), that, in the Lender's opinion, acting reasonably, would adversely affect the Lender in any material respect, its security or interests, the Collateral.

No advance shall be made under the Second Tranche until the: (i) Funding Conditions have been satisfied or waived in writing, as determined by the Lender in its sole discretion, acting reasonably; and (ii) transaction of purchase and sale as contemplated by the Stalking Horse Bid Letter has closed (such determination to be made in accordance with the provisions of the definitive asset purchase agreement).:

The Third Tranche will be advanced seven days following the transfer of the Designated Assets (as defined in the SISP).

DIP Facility Security and Documentation:

The DIP Obligations shall be secured by (the "DIP Security"):

1. the DIP Lender's Charge;
2. any Recognition Order; and
3. such other security documentation as may be required by the Lender from time to time in its sole discretion, which shall include customary ULC carve out provisions.

If required by the Lender, the DIP Security shall be a perfected first priority charge and not subject to subordination other than in respect of the Administration Charge.

Deposit Accounts:

The CCAA Debtors shall maintain all cash in bank accounts designated by the Borrower at a financial institution approved by the Lender ("**Approved Depository Banks**").

Monitor:

The Lender shall be authorized by the Third DIP Order to have direct discussions with the Monitor and to receive information from the Monitor as requested by the Lender from time to time.

Indemnity:

The CCAA Debtors agree, jointly and severally, to indemnify and hold harmless the Lender, its affiliates and their respective shareholders, officers, directors, employees, advisors, partners and agents (each, an "**indemnified person**") from and against any and all losses, claims, damages, liabilities, and expenses to which any such indemnified person may become subject or may incur arising out of or in connection with the DIP Facility, the proposed or actual use of the proceeds of the DIP Facility, the CCAA Proceeding, participation in any sales process or resulting from the DIP Credit Documentation, and the use of the proceeds thereof, or any claim, litigation, investigation or proceeding relating to any of the foregoing regardless of whether any indemnified person is a party thereto, and to reimburse each indemnified person upon demand for any documented legal or other expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing Indemnity will not, as to an indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent (i) they are found by a final, non-appealable judgment of a court to arise directly from the willful misconduct or gross negligence of such indemnified person. This indemnification shall survive whether or not the transactions set out herein are consummated. Further, the Lender shall not be responsible or liable to any CCAA Debtor or any other person for any lost profits, consequential or punitive damages.

Representations and Warranties:

Each of the CCAA Debtors represents and warrants to the Lender, upon which the Lender relies in entering into this Term Sheet and the other DIP Credit Documentation, that

1. The transactions contemplated by this Term Sheet and the other DIP Credit Documentation:
 - (a) upon the granting of the Third DIP Order, are within the powers of the CCAA Debtors;
 - (b) have been duly authorized, executed and delivered by or on behalf of the CCAA Debtors;
 - (c) upon the granting of the Third DIP Order, constitute legal, valid and binding obligations of the CCAA Debtors;
 - (d) upon the granting of the Third DIP Order, do not require the consent or approval of, registration or filing with, or any other action by, any governmental authority, other than filings which may be made to register or otherwise record the DIP Lender's Charge or any DIP Security;
2. The business operations of the CCAA Debtors and their direct and indirect subsidiaries have been and will continue to be conducted in material compliance with all applicable laws of each jurisdiction in which each such business has been or is being carried on subject to the provisions of any Court Order;
3. As at the date of this Term Sheet, all Priority Payables (as defined below) that are due and payable by the CCAA Debtors have been paid.
4. The CCAA Debtors legally or beneficially owns all of their respective cash, intellectual property, contracts, operations and material assets.
5. All of the CCAA Debtors' material assets, cash, intellectual property, contracts and operations are located in Canada, the United States, France, Spain and Switzerland.
6. Each of the CCAA Debtors and their direct and indirect subsidiaries own all intellectual property and material contracts and has obtained all material licences and permits required for the operation of its business, which intellectual property, material contracts, licences and permits remain, and after the DIP Facility, will remain in full force and effect. No proceedings have been commenced to revoke or amend any of such intellectual property, material contracts, licences and permits;
7. Except as set out in Schedule "B" hereto, each of the CCAA Debtors and their direct and indirect subsidiaries has paid where due its obligations for payroll, employee source deductions, Harmonized Sales Tax, value added taxes and is not in arrears in respect of these obligations;

8. None of the CCAA Debtors and their direct and indirect subsidiaries has any defined benefit pension plans or similar plans;

9. All written factual information provided by or on behalf of the CCAA Debtors to the Lender in the data room entitled "Datasite: Atlas DataRoom 2019" as constituted as of the date hereof for the purposes of or in connection with this Term Sheet or any transaction contemplated herein is true and accurate in all material respects on the date as of which such information is dated or certified and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided. In particular, and without limiting the generality of the foregoing all information regarding the CCAA Debtors' and its direct and indirect subsidiaries' corporate structure is true and complete, all public filings and financial reports are complete and true in all material respects and the CCAA Debtors have provided the Lender with all material information regarding all intellectual property, including, without limitation, patents, copyright, material contracts, cash, bank accounts, assets, jurisdictions, operations, source codes, title information and opinions and environmental reports affecting or relating to the Property (as defined in the ARIO) of the CCAA Debtors;

**Affirmative
Covenants:**

In addition to all other covenants and obligations contained herein, the CCAA Debtors agree and covenant to perform and do each of the following until the DIP Facility is permanently and indefeasibly repaid in full and cancelled:

1. Comply with the provisions of the Court Orders made in the CCAA Proceeding and any foreign proceedings including, without limitation, the Third DIP Order and the proceedings commenced by, *inter alios*, UrtheCast Corp. under and pursuant to Chapter 15, Title 11 of the United States Code in the United States Bankruptcy Court for the District of Minnesota;

2. Utilize the DIP Facility only in accordance with the terms hereof and the applicable Agreed Weekly Budget;

3. Pay when due, or otherwise provide confirmation satisfactory to the Lender that payment arrangements satisfactory to the Lender have been entered into by the CCAA Debtors, to pay all claims which rank prior to the indebtedness and security held by the Lender, in any jurisdiction, from the CCAA Debtors (the "**Priority Payables**"), not consented to in writing by the Lender, or a claim or Lien pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to or *pari passu* with the Lender's security in any jurisdiction or otherwise in priority to any claim for the repayment of any amount owing under the DIP Facility, including without limitation,

all amounts owing to any federal, provincial, municipal or other government entity or Crown corporation, all statutory, actual or deemed trusts, all withholdings and source deductions, all accrued and unpaid payroll and employee claims, including vacation pay, and all amounts owing to any person having a Lien, encumbrance, trust or charge ranking in priority to the Lender's security.

4. Comply with any timetable or process established from time to time by the CCAA Court including, without limitation, the SISF, for the sale of all or part of the assets of the CCAA Debtors and/or their direct and indirect subsidiaries or solicitation of investment in any of the CCAA Debtors and/or their direct and indirect subsidiaries as part of the CCAA Proceedings or in anticipation of a Plan and obtain the approval for such timetable or process from the Lender;

5. Allow the Lender and its advisors full access to the books and records of the CCAA Debtors and/or their direct and indirect subsidiaries on one business day's notice and during normal business hours and cause management thereof to fully cooperate with the Lender and its advisors;

6. Provide the Lender with draft copies of all motions, applications, proposed orders or other material or documents that any of them intend to file within the CCAA Proceeding at least three (3) business days prior to any such filing or, where it is not practically possible to do so with as much notice as possible prior to any such filing;

7. The Third DIP Order, and any other Court Orders which are being sought by the CCAA Debtors shall be submitted to the CCAA Court in a form confirmed in advance to be satisfactory to the Lender, acting reasonably, subject to any amendments required by the CCAA Court and the Monitor and acceptable to the Lender;

8. Any and all materials of the CCAA Debtors in respect of a proposed Plan or any other transaction or solicitation process seeking the investment in or refinancing of the CCAA Debtors and/or their direct and indirect subsidiaries, the sale or process for the selling of all or any part of the assets of the CCAA Debtors and/or their direct and indirect subsidiaries or any other restructuring of the CCAA Debtors' businesses and operations, including any liquidation, bankruptcy or other insolvency proceeding in respect of any of the CCAA Debtors (a "**Restructuring Option**") that does not contemplate the indefeasible repayment in full and in cash of the DIP Facility shall only be submitted to the CCAA Court in or presented to any stakeholder of the CCAA Debtors in a form that is satisfactory to the Lender in its sole discretion, acting reasonably, and has been provided to the Lender at least three (3) business days prior to any such filing or, where it is not practically possible to do so, with as much notice as possible prior to any such filing;

9. The CCAA Debtors shall promptly advise the Lender of, and provide copies of, any proposal received from a third party in respect of a Restructuring Option or any other transaction to be carried out pursuant to or as part of a Plan and, thereafter, shall advise the Lender of the status of any such proposal as well as any material amendments to the terms thereof;

10. Unless such payments are first approved by the Lender, none of the CCAA Debtors shall:

- (i) increase any termination or severance entitlements or pay any termination or severance payments or modify any compensation or benefit plans whatsoever; or
- (ii) establish or make any payments by way of a "key employee retention plan" except as otherwise disclosed in the Agreed Weekly Budget and the application materials filed in respect of the ARIQ;

11. Provide to the Lender a weekly status update regarding the status of the CCAA Proceeding and their restructuring process including, without limitation, reports on the progress of any Plan, Restructuring Option, and any information which may otherwise be confidential subject to same being maintained as confidential by the Lender;

12. Inform the Lender on a timely basis of all material developments (as determined by the Lender in its sole discretion) with respect to the business and affairs of the CCAA Debtors and their direct and indirect subsidiaries, the development of a Plan and/or a Restructuring Option;

13. Deliver to the Lender the reporting required under this Term Sheet on or before the timelines required herein and such other reporting and other information from time to time as is reasonably requested by the Lender, in form and substance satisfactory to the Lender, on or before the timeline required by the Lender;

14. The CCAA Debtors shall deliver to the Lender: (i) within one business day of delivery thereof to the Monitor, copies of all financial reporting provided to the Monitor; and (ii) within one business day of receipt from the Monitor any reports or other commentary or analysis received by the CCAA Debtors from the Monitor regarding the financial position of the CCAA Debtors or otherwise;

15. Use the proceeds of the DIP Facility and other cash on hand only in a manner consistent with the terms hereof and the Agreed Weekly Budgets in all material respects to the extent reasonably practicable in the circumstances;

16. Provide the Lender with copies of all general communications out of the ordinary course, or any communication in respect of the CCAA Proceeding, to customers, suppliers, employees and other stakeholders simultaneously with the distribution thereof to such persons;

17. Preserve, renew, maintain and keep in full force its corporate existence and its material licenses, permits, approvals, contracts, and intellectual property rights required in respect of its business, properties, assets or any activities or operations carried out therein and maintain its properties and asset in good working order having regard to the current cessation of operations;

18. Pay all taxes, permitting and licence fees, Priority Payables not consented to in writing by the Lender, and to preserve the Collateral to avoid any Lien thereon and pay all amounts due under any critical supplier contracts as and when due and payable;

19. Maintain all insurance with respect to the Collateral in existence as of the date hereof;

20. Forthwith notify the Lender of the occurrence of any Event of Default, or of any event or circumstance that, with the passage of time, may constitute an Event of Default;

21. Execute and deliver the DIP Credit Documentation, including such security agreements, guarantees, financing statements, discharges, opinions or other documents and information, as may be reasonably requested by the Lender in connection with the DIP Facility, which documentation shall be in form and substance satisfactory to the Lender;

22. Pay upon request by the Lender all documented fees and expenses of the Lender (including professional fees) provided, however, that if any such fees and expenses incurred after the date of this Term Sheet are not paid by the Borrower, the Lender may in its discretion (i) deduct such fees and expenses from any advance of the DIP Facility, or (ii) pay all such fees and expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility; and

23. Pay when due all principal, interest, fees and other amounts payable by the Borrower under this Term Sheet and under any other DIP Credit Documentation on the dates, at the places and in the amounts and manner set forth herein or therein (as the case may be).

24. Notwithstanding any of the provisions of this Term Sheet, the Lender shall not be entitled to receive information regarding the identity of bidders or prospective bidders participating in any such SISP, the terms of any bids received or similar information in

connection with the SISP for the Designated Assets that would customarily not be available to a prospective bidder participating in a SISP (the "SISP Information") until the SISP provides for such disclosure in the Auction (as defined in the SISP). The Lender shall be entitled to receive SISP Information in respect of any asset subject to the SISP that the Lender declares to the Monitor that the Lender will not submit a bid for such asset in the SISP, provided that the asset is not included in a broader bid for additional assets including the Designated Assets which are part of the Stalking Horse Bid.

Guarantee: Prior to any advance of the DIP Facility, the Borrower will cause its other affiliates and subsidiaries (including the CCAA Debtors) to grant guarantees of payment to the Lender and to grant charges on their assets to secure the DIP Obligations. However, no such guarantee or security will be required for those subsidiaries which the Lender in its sole discretion, acting reasonably, determines to have no material value. Any such subsidiary which provides a guarantee shall thereafter be included as a "Guarantor".

Negative Covenants: Each of the CCAA Debtors covenants and agrees not to do the following, other than with the prior written consent of the Lender from and after the date hereof:

1. Except as contemplated by this Agreement or any Court Order, make any payment, without consent of the Lender, of any debt or obligation existing as at the date of the Initial Order (being September 4, 2020) (the "**Pre-Filing Debt**");
2. Transfer any funds to any other CCAA Debtors or related party thereof in any foreign jurisdiction prior to obtaining a first priority security interest and Lien in all of the CCAA Debtors' assets, property and undertaking located in such jurisdiction, in accordance with applicable law of such jurisdictions, and providing the Lender with executed copies of all documents required by the Lender (including, if requested by the Lender, an opinion from Borrower's counsel in form and substance satisfactory to the Lender) in order to establish a valid, binding and enforceable first priority security interest (and court order) in all of the assets, property and undertaking of the CCAA Debtors with material assets in such jurisdiction;
3. Create, incur or permit to exist, or permit any subsidiary to incur or permit to exist, any indebtedness for borrowed money or contingent liabilities, or issue any new securities (as such term has the meaning ascribed thereto under applicable law), other than Pre-Filing Debt, the DIP Facility, and post-filing accounts payable in the ordinary course of business;

4. Make any payments contrary to the provisions hereof or outside the ordinary course of business without the prior written consent of the Lender;
5. Sell, assign, lease, gift, transfer, convey or otherwise dispose of any of the Collateral except for sales contemplated by the Third DIP Order and sales of inventory in ordinary course of business;
6. Except for as contemplated herein or as otherwise consented to by the Lender, permit any new Liens to exist on any of the properties or assets of the CCAA Debtors or any of their direct or indirect subsidiaries other than the Liens in favour of the Lender as contemplated by this Agreement;
7. Shall not issue any notice to disclaim or resiliate any agreement pursuant to section 32 of the CCAA without the express written consent of the Lender, in its sole discretion, acting reasonably;
8. Create or permit to exist any other Lien which is senior to or *pari passu* with the DIP Lender's Charge except the Administration Charge;
9. Make any investments in or loans to or guarantee the debts or obligations of any other person or entity or permit any of its subsidiaries to do so;
10. Make any distribution, advance, loan, investment, gift, transfer, loan or other distribution, transaction, conveyance or assignment contrary to the provisions hereof or to any related party without the prior written consent of the Lender in its sole discretion;
11. Enter any restrictive covenants or agreements which might affect the value or liquidity of any Collateral
12. Present, seek the approval of or support any Restructuring Option without prior written consent of the Lender, acting reasonably, unless at the time of such presentment, approval or support, the DIP Facility have been indefeasibly repaid in full in cash.
13. Change or permit any subsidiary to change its jurisdiction of incorporation or registered office;
14. Change its name, fiscal year end or accounting policies or amalgamate, consolidate with, merge into, dissolve or enter into any similar transaction with any other entity without the written consent of the Lender or permit any subsidiary to do so;

15. Terminate any key employees of the CCAA Debtors, including those involved in maintaining the Collateral, without the written consent of the Lender acting reasonably;
16. Provide or seek or support a motion by another party for a charge against any Property (as defined in the ARIO) of any of the CCAA Debtors that ranks equally or in priority to the charge of the Lender without the prior written consent of the Lender;
17. Distribute, loan, advance or otherwise use or transfer any advance or monies under the DIP Facility to any Foreign CCAA Debtor except upon satisfaction of the Direct Advance Condition and in accordance with an approved Foreign Advance Notice, or as otherwise may be agreed to by the Lender in its sole discretion;
18. Agree to a Restructuring Option without the prior written consent of the Lender, acting reasonably; and
19. Carry out any changes to the composition (including the addition, removal or replacement of directors or officers) of the board of directors or the officers (including any chief restructuring officer) of any of the CCAA Debtors or their direct and indirect affiliates or subsidiaries without the prior written consent of the Lender.

Events of Default

The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Term Sheet if such event of default is not cured within two (2) business days of the Borrower receiving notice of the event of default (to the extent such event of default is capable of being cured):

1. Any Court Order or Recognition Order is dismissed, stayed, reversed, vacated, amended or restated and such dismissal, stay, reversal, vacating, amendment or restatement adversely affects or would reasonably be expected to adversely affect the interests of the Lender in a material manner, unless the Lender has consented thereto;
2. Any Court Order is issued which adversely affects or would reasonably be expected to adversely affect the interests of the Lender in a material manner, unless the Lender has consented thereto in writing including, without limitation:
 - (a) the issuance of an order dismissing the CCAA Proceeding or lifting the stay imposed within the CCAA Proceeding to permit the enforcement of any security or claim against any of the CCAA Debtors or the appointment of a receiver and manager, receiver, interim receiver or similar official or the making of a bankruptcy order against any of the Debtors;

- (b) the issuance of an order granting any other claim or a Lien of equal or priority status to that of the DIP Lender's Charge except as permitted by the Lender in its sole discretion;
- (c) the issuance of an order staying, reversing, vacating or otherwise modifying the DIP Credit Documentation or the provisions of any Court Order affecting the Lender or the Collateral, or the issuance of an order adversely impacting the rights and interests of the Lender, in each case without the consent of the Lender;
- (d) the failure of the CCAA Debtors to diligently oppose any party that brings an application or motion for the relief set out in (a) through (c) above and/or fails to secure the dismissal of such motion or application within 10 days from the date that such application or motion is brought;

3. Any sales or investor solicitation process is proposed to the CCAA Court by any of the CCAA Debtors without the prior written consent of the Lender, which consent shall not be unreasonably withheld;

4. Any CCAA Debtor presents, seeks the approval of or supports any Restructuring Option without the prior written consent of the Lender, which consent shall not be unreasonably withheld;

5. Failure of the CCAA Debtors to pay any amounts when due and owing by any of the CCAA Debtors hereunder;

6. Any of the Debtors cease to carry on business or operate or maintain their properties in the ordinary course as it is carried on as of the date hereof, except where such cessation is consented to by the Lender in writing;

7. Any representation or warranty by any of the CCAA Debtors herein or in any DIP Credit Documentation shall be incorrect or misleading in any material respect when made or any breach by any of the CCAA Debtors of any of the terms hereunder;

8. A Court Order is made, a liability arises or an event occurs, including any change in the business, assets, or conditions, financial or otherwise, any of the CCAA Debtors, that will in the Lender's judgment, acting reasonably, materially further impair the CCAA Debtors' financial condition, operations or ability to comply with its obligations under this Term Sheet, any DIP Credit Documentation or any Court Order or carry out a Plan or a Restructuring Option acceptable to the Lender;

9. Any material violation or breach of any Court Order by any of the Debtors;

10. Failure of the CCAA Debtors to perform or comply in any material respect with any term or covenant of this Term Sheet or any other DIP Credit Documentation;

11. Failure to maintain a cumulative net cash flow, for the CCAA Debtors on a consolidated basis which is at all times within 15% of the amounts set out in the Agreed Weekly Budget (measured weekly) and failure to provide an updated Agreed Weekly Budget, as required on a rolling basis, which shows sufficient liquidity to meet all of the projected cash requirements of the CCAA Debtors until the Maturity Date;

12. If any of senior officers cease to be senior officers of the CCAA Debtors and are not replaced with persons acceptable to the Lender;

13. Any proceeding, motion or application is commenced or filed by the CCAA Debtors, or if commenced by another party, supported or otherwise consented to by the CCAA Debtors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP Lender's Charge, this Term Sheet, the CCAA stay of proceedings, any foreign court recognition order (each, a "Recognition Order"), or any of the other DIP Credit Documentation or approval of any Plan or Restructuring Option which does not have the prior written consent of the Lender;

14. Any of the CCAA Debtors become subject to a material environmental liability;

15. Any Plan is sanctioned or any Restructuring Option is consummated by any of the Debtors that is not consistent with or contravenes any provision of this Agreement or the other DIP Credit Documentation in a manner that is adverse to the interests of the Lender or would reasonably be expected to adversely affect unless the Lender has consented thereto in writing or unless it provides for repayment in full of all DIP Obligations to the Lenders under this Agreement;

16. The sale, assignment, transfer, lease, farm-out or other form of disposition of all or any part of a CCAA Debtor's property, assets or undertaking, without the prior written consent of the Lender, excluding transfers, leases and dispositions (a) in the ordinary course of business and (b) in accordance with the Sale and Investment Solicitation Process described in the ARIO;

17. The making of any payments or distributions of any kind by any CCAA Debtor, including payments of principal or interest in respect of existing (pre-filing) debts or obligations, other than as may be permitted by an order of the CCAA Court and that does not result

in an Event of Default and is provided for in the Agreed Weekly Budget;

18. The creation of or permitting to exist indebtedness (including guarantees thereof or indemnities or other financial assistance in respect thereof) by any CCAA Debtor other than (i) Pre-Filing Debt, (ii) debt contemplated by this Term Sheet; and (iii) post-filing trade payables or other post-filing unsecured obligations incurred in the ordinary course of business in accordance with the Agreed Weekly Budget and any Court Order;

19. The making of or giving any additional financial assurances by any CCAA Debtor, in the form of bonds, letters of credit, guarantees or otherwise, to any person (including, without limitation, any governmental authority); and

20. The commencement, continuation or seeking CCAA Court approval of a transaction by any CCAA Debtor in respect of the sale of all or any portion of any CCAA Debtor's assets that will not repay the Lender in full, without the prior written consent of the Lender, in its sole discretion.

Remedies:

Upon the occurrence of an Event of Default, the Lender, in its sole discretion, may, subject to the Third DIP Order and applicable law:

1. Cease to make any further advances of the DIP Facility;
2. Terminate the DIP Facility and declare all amounts outstanding under the DIP Facility as immediately due and payable;
3. Apply to the Court for the appointment of a receiver, an interim receiver or a receiver and manager over the Collateral, or for the appointment of a trustee in bankruptcy of the CCAA Debtors;
4. Apply to the Court for an order, on terms satisfactory to the Monitor and the Lender, providing the Monitor with the power, in the name of and on behalf of any or all of the CCAA Debtors, to take all necessary steps in the CCAA Proceeding to realize on the Collateral;
5. Exercise the powers and rights of a secured party under the applicable federal, provincial or state legislation governing personal property security and the rights of secured creditors, including, for greater certainty, the *Personal Property Security Act* (British Columbia) or any legislation of similar effect; and
6. Exercise all such other rights and remedies available to the Lender under the DIP Credit Documentation, the Court Orders and applicable law or equity.

Lender Approvals:

All consents of the Lender hereunder shall be in writing. Any consent, approval, instruction or other expression of the Lender to be

delivered in writing may be delivered by any written instrument, including by way of electronic mail.

Taxes: All payments by the CCAA Debtors under this Agreement and the other DIP Credit Documentation, including any payments required to be from and after the exercise of any remedies available to the Lender upon an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country (collectively, "**Taxes**"); provided, however, that if any Taxes are required by applicable law to be withheld ("**Withholding Taxes**") from any amount payable to the Lender under this Agreement or under any DIP Credit Documentation, the amounts so payable to the Lender shall be increased to the extent necessary to yield to the Lender on a net basis after payment of all Withholding Taxes, the amount payable under such DIP Credit Documentation at the rate or in the amount specified in such DIP Credit Documentation and the CCAA Debtors shall provide evidence satisfactory to the Lender that the Taxes have been so withheld and remitted.

Further Assurances: The CCAA Debtors shall, at their own expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the Lender may reasonably request for the purpose of giving effect to this Term Sheet.

Entire Agreement: This Term Sheet and the DIP Credit Documentation, constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Term Sheet and any of the other DIP Credit Documentation, this Term Sheet shall prevail.

Credit Bid: The Lender or any affiliate to whom it has assigned the loan and security hereunder shall have the right at all times to credit bid all or any portion of the DIP Facility in connection with any sale of shares, assets or property of the Debtors. The DIP Credit Documentation and the CCAA Order will contain provisions recognizing and confirming the ability of the Lender (or its affiliate assignee) to credit bid for the full face value of all amounts outstanding under the DIP Facility without discount or set-off in any sales process, auction or other disposition of the property, assets and undertaking of the CCAA Debtors in the CCAA Proceedings.

Business Day: If any payment is due on a day which is not a business day in Vancouver and New York City, such payment shall be due on the next following business day.

No Waiver or Delay: No waiver or delay on the part of the Lender in exercising any right or privilege hereunder or under any other DIP Credit Documentation

will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

Assignability:

The Lender may assign this Term Sheet and its rights and obligations hereunder, in whole or in part, or grant a participation in its rights and obligations hereunder to any party acceptable to the Lender in its sole and absolute discretion (subject to providing the Borrower and the Monitor with reasonable evidence that such assignee has the financial capacity to fulfill the obligations of the Lender hereunder). Neither this Agreement nor any right and obligation hereunder may be assigned by the Borrower or any of the other CCAA Debtors.

Severability:

Any provision in this Agreement or in any DIP Credit Documentation which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or effecting the validity of enforceability of such provision in any other jurisdiction.

No Third Party Beneficiary:

No person, other than the CCAA Debtors and the Lender, is entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

Press Releases:

The CCAA Debtors shall not issue any press releases naming the Lender without its prior approval, acting reasonably, unless the CCAA Debtors are required to do so by applicable securities laws or other applicable law.

Counter Parts and Facsimile Signatures:

This Agreement may be executed in any number of counterparts and delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

Notices:

Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:

In the case of the Lender:

Antarctica Infrastructure Partners, LLC
630 Fifth Avenue,
20th Floor
New York, NY 10111

Attention: Chandra Patel
Email: crpatel@antarcticacapital.com

With a copy to:

McCarthy Tétrault LLP
Suite 5300, TD Bank Tower
66 Wellington Street West
Toronto, ON M5K 1E6

Attention: Jonathan See
Email: jsee@mccarthy.ca

In the case of the CCAA parties:

UrtheCast Corp.
1055 Canada Place, Pl#33
Vancouver, British Columbia
V6C 0C3

Attention: Sai Chu
Email: schu@urthecast.com

With a copy to:

Bennett Jones LLP
666 Burrard Street, Suite 2500
V6C 2X8

Attention: Christian P. Gauthier
Email: gauthierc@bennettjones.com

In either case, with a copy to the Monitor:

EY Inc.
700 West Georgia Street
PO Box 10101
Vancouver, British Columbia
V7Y 1C7

Attention: Mike Bell
Email: mike.bell@ca.ey.com

Any such notice shall be deemed to be given and received, when received, unless received after 5:00 PM local time or on a day other than a business day, in which case the notice shall be deemed to be received the next business day.

English Language:

The parties hereto confirm that this Agreement and all related documents have been drawn up in the English language at their request. *Les parties aux présentes confirment que le présent acte et tous les documents y relatifs furent rédigés en anglais à leur demande.*

Governing Law :

This Agreement shall be governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

[Signature pages follow]

**EXHIBIT F
FORM OF SALE ORDER**

No. **S-208894**
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF URTHECAST
CORP., URTHECAST INTERNATIONAL CORP., URTHECAST USA INC., 1185729 B.C.
LTD, AND THOSE OTHER PETITIONERS SET OUT ON THE ATTACHED SCHEDULE "A"

PETITIONERS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

**BEFORE THE HONOURABLE
MADAM JUSTICE SHARMA**

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)
)

•/•/•

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the • day of •, •; **AND ON HEARING THE APPLICATION** of •, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; **AND UPON READING** the material filed, including the • Report of the Ernst & Young Inc. in its capacity as the Monitor of the Petitioners (in such capacity, the "**Monitor**") dated •, 2020 (the "**Report**")

AND UPON BEING ADVISED that the secured creditors and others who are likely to be affected by the orders set out herein were given notice;

AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of the Court,

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the notice of application for this Order is hereby abridged and deemed good and sufficient, and this application is properly returnable today.
2. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated as of • (the "**Sale Agreement**") between the Petitioners (the "**Seller Petitioners**") and • (the "**Purchaser**"), a copy of which is attached as **Schedule "B"** hereto is hereby approved, and the Sale Agreement is declared to be commercially reasonable. The execution of the Sale Agreement by the Seller Petitioners is hereby authorized and approved, and each Seller Petitioner is hereby authorized

and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets, Acquired Entities, and other interests described in the Sale Agreement (the “**Acquired Assets**”).

3. The Assignment and Assumption Agreement and Assignment and Assumption of Leases (as such terms are defined in the Sale Agreement) are hereby approved. The execution of the Assignment and Assumption Agreement and the Assignment and Assumption of Leases by the Seller Petitioners is hereby authorized and approved, and each Seller Petitioner is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to give effect to the terms thereof.
4. Upon filing by the Monitor with this Court of a certificate substantially in the form attached as **Schedule “C”** hereto (the “**Monitor’s Certificate**”), all of the Seller Petitioners’ right, title and interest in and to the Acquired Assets and Acquired Entities described in the Sale Agreement shall vest absolutely in the Purchasers in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated September 4, 2020, as amended and restated from time to time; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any other personal property registry system; and (iii) all claims in respect of any taxes owing by any of the Seller Petitioners as at the closing date (as defined in the Sale Agreement); and (iv) those Claims listed on **Schedule “D”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “E”** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Acquired Assets are hereby expunged and discharged as against the Acquired Assets.
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Acquired Assets shall stand in the place and stead of the Acquired Assets, and from and after the delivery of the Receiver’s Certificate all Claims shall attach to the net proceeds from the sale of the Acquired Assets with the same priority as they had with respect to the Acquired Assets immediately prior to the sale, as if the Acquired Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
6. The Monitor is to deliver to the Purchasers and Seller Petitioners true copies of the Monitor’s Certificate forthwith after filing thereof.
7. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Petitioners are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company’s records pertaining to the Seller Petitioners’ past and current employees, to the extent such employees are “Transferred Employees” as defined in the Sale Agreement. The Purchasers shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Petitioner.
8. The Seller Petitioners, with the consent of the Monitor and the Purchasers, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

9. Notwithstanding:

- a. these proceedings under the CCAA;
- b. any applications for a bankruptcy order in respect of any Petitioner now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
- c. any assignment in bankruptcy made by or in respect of any Petitioner,

the vesting of the Acquired Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of the United States Bankruptcy Court for the District of Minnesota and any other court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Petitioners, the Monitor, and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners or the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners or the Monitor and their agents in carrying out the terms of this Order.

11. The Petitioners or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of •

☐ Party ☒ Lawyer for the Petitioners

BY THE COURT

REGISTRAR

Schedule “A” [TO FORM OF SALE ORDER]**COUNSEL LIST****[NTD: to be inserted]**

Schedule “B” [TO FORM OF SALE ORDER]
ASSET PURCHASE AGREEMENT
[NTD: to be inserted]

Schedule “C” [TO FORM OF SALE ORDER]**MONITOR’S CERTIFICATE**

No. S-208894
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF
URTHECAST CORP., URTHECAST INTERNATIONAL CORP., URTHECAST
USA INC., 1185729 B.C. LTD, AND THOSE OTHER PETITIONERS SET OUT
ON THE ATTACHED SCHEDULE “A”

PETITIONERS

MONITOR’S CERTIFICATE

- A. By order made September 4, 2020, this Court appointed Ernst & Young Inc. as monitor (the “**Monitor**”) of each of the Petitioners pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-46 (as amended, the “**CCAA**”).
- B. Pursuant to an order of the Court dated • (the “**Approval and Vesting Order**”), the Court approved the sale of the Acquired Assets and Acquired Entities to EarthDaily Holdings, LP, EarthDaily Holdings Corp., EarthDaily Canada Limited Partnership (the “**Purchasers**”), providing for the vesting in the Purchasers of all of the Vendors’ right, title and interest in and to the Acquired Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Acquired Assets upon the delivery by the Monitor to the Purchasers of a certificate confirming: (i) the Monitor’s receipt of the Purchasers’ Conditions Certificate and the Vendors’ Conditions Certificate, and (ii) the payment by the Purchasers of the Purchase Price for the Acquired Assets.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

THE MONITOR HEREBY CERTIFIES the following:

1. The Monitor has received the Conditions Certificates.
2. The Monitor has received the Purchase Price, or confirms that the Purchase Price has been satisfied in accordance with the Sale Agreement.

This Certificate was delivered by the Monitor at [TIME] on _ 2020.

ERNST & YOUNG INC.,
in its capacity as the Monitor of the
Petitioners, and not in its personal
capacity:

Per:

Name:

Schedule “D” [TO FORM OF SALE ORDER]**ENCUMBRANCES****[NTD: to be inserted]**

Schedule “E” [TO FORM OF SALE ORDER]
PERMITTED ENCUMBRANCES
[NTD: to be inserted]

**SCHEDULE B
ACQUIRED ASSETS**

	Description of Asset	Owning Entity
<i>UrthePipeline, UrthePlatform and Value-Added Services</i>		
	All intellectual property, assets, and equipment associated with the <i>UrtheDaily</i> business, including but not limited to:	
1.	All software already developed or in development, including, without limitation:	
a)	Raw downlinked optical and SAR Data processing services	UrtheCast Corp.
b)	Optical satellite/sensor commissioning, image calibration and QA services	UrtheCast Corp.
c)	Generic Satellite Imagery Improvement services for previously processed data	UrtheCast Corp.
d)	Automated mosaic generation prototype services	UrtheCast Corp.
e)	Next generation data platform prototype with cloud optimized formats	UrtheCast Corp.
f)	Geospatial analytics prototypes, e.g., soil moisture maps, generic change detection	UrtheCast Corp.
2.	All products, trademarks and/or brands that constitute the UrthePipeline offering. This includes the UrthePlatform (patented API driven web-based EO satellite platform) and the Earth Data Store (ecosystem for data processing, discovery, and access: https://www.digitalsupercluster.ca/programs/data-commons/earth-data-store-2/)	UrtheCast Corp.
3.	All plans, specifications, documents, analyses and reports and all project management and engineering documentation related to the UrthePipeline, including:	
a)	UrthePipeline Project Charter – Details on project scope, requirements, deliverables, schedule	UrtheCast Corp.

	<u>Description of Asset</u>	<u>Owning Entity</u>
b)	UrthePipeline Monthly Project Status Updates – Achievements, financial summary	UrtheCast Corp.
c)	UrthePipeline Roadmap – Quarterly and yearly roadmaps	UrtheCast Corp.
d)	UrthePipeline Software Engineering Processes – Engineering practices, processes and agile methodologies	UrtheCast Corp.
e)	UrthePipeline Tasks and Work backlog – Work packages and activities for each team	UrtheCast Corp.
f)	UrthePipeline Technical Notes (Design, Analysis, and Review) – e.g., Processing, Calibration, Architecture, Analytics	UrtheCast Corp.
g)	UrthePipeline Satellite Test Data – E.g., Theia, Deimos-1, Deimos-2 raw data for testing	UrtheCast Corp.
h)	UrthePipeline Requirements – Requirements to satisfy UrtheDaily Mission	UrtheCast Corp.
i)	Marketing Materials – UrthePipeline brochures	UrtheCast Corp.
j)	Proposals – Proposal responses to CSA, DRDC, customers, etc.	UrtheCast Corp.
4.	All intellectual property (including patents filed, approved or in process)	UrtheCast Corp.
5.	All supplier contracts (cloud compute or storage, network services, etc.) which includes AWS as the primary cloud provider and Microsoft as a research partner for free development use	UrtheCast Corp.
6.	All automated operational services currently running, including CBERS-4 ortho improvement pipeline and the Deimos-1 raw data processing service which currently serve Geosys	UrtheCast Corp.
7.	All currently existing government contracts which includes the Canadian Space Agency, Digital Supercluster, LookNorth, and DRDC for the years 2020-2022	UrtheCast Corp.
8.	Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Purchasers	UrtheCast Corp.

	<u>Description of Asset</u>	<u>Owning Entity</u>
	on terms and conditions of employment acceptable to Purchasers	
Geosys		
	All intellectual property (owned or licensed), assets (owned or mid-transaction with Land O'Lakes) and equipment necessary for operating Geosys as either a standalone business unit or in support of UrtheDaily, including but not limited to:	
1.	All software, firmware already developed or in development	UrtheCast Corp. / 1185781 B.C. Ltd.
a)	Farmsat Web based solution to generate variable rate nitrogen maps based on satellite images.	UrtheCast Corp. / 1185781 B.C. Ltd.
b)	FP: Farmsat Products Map generation engine to create different maps from a field geometry based on in-season and historic satellite images.	UrtheCast Corp. / 1185781 B.C. Ltd.
c)	Croptical web application to monitor crop condition on fields and quickly identify fields with normal vegetation growth, above average vegetation growth or below average vegetation growth	UrtheCast Corp. / 1185781 B.C. Ltd.
d)	Croptical In Field Croptical In Field is a hybrid mobile app with offline capabilities synchronized with Croptical. Croptical In Field enable scouting in the fields	UrtheCast Corp. / 1185781 B.C. Ltd.
e)	FCS: Field Coverage Service FCS creates indexes with links between fields and medium resolution image with their cloud cover map When a new image is integrated FCS enables to identify all fields or part of the fields where insight can be generated from this image	UrtheCast Corp. / 1185781 B.C. Ltd.

	<u>Description of Asset</u>	<u>Owning Entity</u>
	When a new field is created, or a field modified, FCS defines the list of images that can be used to generate insights for that field	
f)	IPC: Image Processing Chain IPC automates different operations for the acquisition and processing of medium resolution satellite images: Automatic detection and download from different data sources based on areas and times of interest, Atmospheric correction to produce top of canopy reflectance, Upscaling of Landsat8 images, Cross calibration of all images from various satellites/sensors to enable coherent information among images from different sensors, Standardization to a unique and proprietary file format, Integration of manual or automatic cloud masking, Integration of the platform.	UrtheCast Corp. / 1185781 B.C. Ltd.
g)	Field Manager / GIS Module The Field Manager enables to create and edit fields from a web interface. It is built with front-end and back-end components The GIS module is embedded in the field manager and is also used separately. It is highly efficient to display, create and edit geographical information Field manager and GIS module are used in Farmsat, Cromptical, R7 and Agriquest. The GIS module is also used in the Cromptical-In-Field mobile app	UrtheCast Corp. / 1185781 B.C. Ltd.
h)	Low Resolution Image (LRI) Processing Chain LRI is a high speed and scalable platform built with Big Data to create a worldwide database of pixels at low resolution and weather data with 14 years of history for the pixels and 30 years of history for the weather data. This database is entirely updated every day.	UrtheCast Corp. / 1185781 B.C. Ltd.

	Description of Asset	Owning Entity
h)	Automatic Cloud Masking (ACM) ACM automatically generates masks for Landsat8 and Sentinel 2A and 2B satellite images which are our major sources of medium resolution images	UrtheCast Corp. / 1185781 B.C. Ltd.
i)	Agriquest Web application to monitor the vegetation and weather activities worldwide. Agriquest is mainly use in Fintech and trading of commodities.	Geosys SAS
j)	Report as a Service Application to easily create set of the report using the API of Geosys platform to collect data and maps.	Geosys SAS
k)	Field Focus with Change Detection Simple application to detect changes in a collection of fields	Geosys SAS
l)	Pivot Detection AI model use for irrigation to detect pivot fields	Geosys SAS
j)	Standardized set of API API to integrate Geosys platform with 3 rd party information system and Applications	Geosys SAS
2.	All products, trademarks and/or brands that constitute the Geosys product and services offering,	Geosys SAS
3.	All intellectual property (including patents filed, approved or in process) and intellectual property licenses (including Interim License from Land O'Lakes) and associated platforms and data archives	Geosys SAS (patent), and UrtheCast Corp. / 1185781 B.C. Ltd.
a)	Purchased Medium Resolution images from private satellite operators	Geosys SAS
b)	Documentation for all software/product listed here above in section 2.	Geosys SAS and UrtheCast Corp. / 1185781 B.C. Ltd.

	<u>Description of Asset</u>	<u>Owning Entity</u>
c)	Weather data purchased from Meteo-France	Geosys SAS
d)	Patent: “ Method for Correcting the Time Delay in Measuring Agricultural Yield ”	Geosys SAS
e)	Internet domains	Geosys SAS
4.	All legal entities as described in the Land O’Lakes Purchase Agreement	UrtheCast Corp.
5.	All supplier contracts, including, without limitation:	
a)	Microsoft Azure – cloud storage and computing services	Geosys SAS (France)
b)	ASE – cloud masking service	Geosys SAS (France)
c)	Tavant – offshore development	Geosys SAS (France)
d)	Deimos Imaging – imagery data	Geosys SAS (France)
e)	Airbus – imagery data	Geosys SAS (France)
f)	Iteris – weather data	Geosys International
g)	MeteoFrance – weather data	Geosys SAS (France)
h)	Office leases, computer hardware, furniture, office equipment – Maple Grove, MN (USA) and Balma, (France)	Geosys SAS (France) UrtheCast USA Inc.
6.	All customer contracts, MOUs, LOIs, sales pipeline, or other commercial agreements	
7.	Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Purchasers on terms and conditions of employment acceptable to Purchasers	

	<u>Description of Asset</u>	<u>Owning Entity</u>
	All intellectual property, assets and equipment necessary for developing and operating the UrtheDaily constellation, including but not limited to:	UrtheCast Corp.
1.	All products, trademarks and/or brands that constitute the UrtheDaily offering	UrtheCast Corp.
2.	All technical documentation associated with the UrtheDaily program. This includes technical reports describing the UrtheDaily design, technology and the Concept of Operations, Technical Specifications for elements of the system, Analyses Reports, and Analyses Source Files (e.g. spreadsheets) providing technical budgets and performing specific analyses, including:	UrtheCast Corp.
a)	MRD – Mission Requirements Document	UrtheCast Corp.
b)	Conops – Mission concept of operations	UrtheCast Corp.
c)	SRS – System requirements specification	UrtheCast Corp.
d)	Space Segment RS – Space segment requirements specification	UrtheCast Corp.
e)	Calibration RS – Camera calibration requirements specification	UrtheCast Corp.
f)	GS Spec – Ground Segment system requirements specification	UrtheCast Corp.
g)	Launch Vehicle IRD – Launch Vehicle Interface Requirements Document, between spacecraft and Launch vehicle	UrtheCast Corp.
h)	FOS RS – Flight Operation System Requirements Specification	UrtheCast Corp.
i)	Space Segment Description – Space Segment Technical Description	UrtheCast Corp.
j)	EM Camera Test Description – Description of the EM UrtheDaily Camera that was built and the tests undertaken	UrtheCast Corp.

	<u>Description of Asset</u>	<u>Owning Entity</u>
k)	Spreadsheets – Coverage Gap Calculator, Onboard Data Rates, Propellant & Delta-V Calculations, Pointing Control impact on MTF	UrtheCast Corp.
l)	Analyses Reports – EDS Mission Analysis Report	UrtheCast Corp.
m)	Informal Technical Notes – CMOSIS CMV Detector family space mission history	UrtheCast Corp.
n)	Vendor Data – SSTL UrtheDaily Technical Presentation, CMV12000 detector datasheet, GSN Service Provider Proposals	UrtheCast Corp.
3.	All Project Management related documentation related to the UrtheDaily Program that includes plans, schedules and Statements of Work for suppliers that are developing elements of the UrtheDaily system, including:	
a)	PMP – Project management plan	UrtheCast Corp.
b)	SEMP – System engineering management plan	UrtheCast Corp.
c)	WBS – Work Breakdown Structure	UrtheCast Corp.
d)	WPDs – Work package descriptions	UrtheCast Corp.
e)	Master Schedule – Mission master schedule including detailed schedule for Space segment and major activities for WBS	UrtheCast Corp.
f)	PBS – Product breakdown structure, preliminary	UrtheCast Corp.
g)	Risk Register – Mission risk register	UrtheCast Corp.
h)	Charter – UrtheDaily Program Charter	UrtheCast Corp.
i)	SS SOW – UrtheDaily Space Segment Statement of Work	UrtheCast Corp.
j)	LV SOW – UrtheDaily Launch Vehicle Statement of Work	UrtheCast Corp.
k)	GSN RFP – RFP for GSN services which includes key GSN requirements & SOW	UrtheCast Corp.
4.	All supplier proposals and contracts. This includes the SSTL subcontract for the Satellites, Launch Vehicle Subcontract, L1 Calibration Services Contract, Ground Station Network	UrtheCast Corp.

	<u>Description of Asset</u>	<u>Owning Entity</u>
	Service (GSN) Contract, Flight Operations System ground segment hardware and AWS Cloud Compute, cloud compute, storage and network services contract	
5.	All customer Service Level Agreement (i.e., SLA (FPP) contracts), MOUs and LOIs, backlog, sales pipeline, or other agreements	UrtheCast Corp.
6.	Certain employees of the Sellers (who will be identified to the Sellers in a separate schedule) to be transferred to Purchasers or an affiliate on terms and conditions of employment acceptable to Purchasers	UrtheCast Corp.
7.	Hardware / Furniture / Computer / Office Equipment / Misc.	UrtheCast Corp.

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (this “Agreement”) is dated effective as of December 22, 2020, by and among EarthDaily Holdings, LP, a Delaware limited partnership (“Purchaser Holdco”), EarthDaily Canada Holdings Corp. (formerly 1269336 B.C. Ltd.), a British Columbia corporation (“Can Purchaser”), EarthDaily Canada Limited Partnership, a British Columbia limited partnership (“Can Purchaser SPV” and, together with Purchaser Holdco and Can Purchaser, “Purchasers”), UrtheCast Corp., an Ontario corporation (“UrtheCast”), 1185729 B.C. Ltd., a British Columbia corporation and a wholly-owned subsidiary of UrtheCast (“729”), 1185781 B.C. Ltd., a British Columbia corporation and an indirect wholly-owned subsidiary of UrtheCast (“781”) and UrtheCast USA Inc., a Delaware corporation and a direct wholly-owned subsidiary of UrtheCast (“UrtheCast USA” and together with UrtheCast, 729 and 781, “Sellers”).

WHEREAS, Purchasers and Sellers (the “Parties”) entered into an asset purchase agreement dated as of December 10th, 2020 (the “Asset Purchase Agreement”), pursuant to which Purchasers agreed to purchase the Business from Sellers, subject to the terms and conditions set forth in the Asset Purchase Agreement.

WHEREAS, the Asset Purchase Agreement provides in Section 11.1(b)(i) that it may be terminated, under certain conditions, if the Closing has not occurred on or prior to January 15, 2020 (*i.e.* the Outside Date), subject to certain extension rights, and further provides in Section 11.1(b)(iv) that the agreement may be terminated by Purchasers or Sellers if the Sale Order has not been issued by the CCAA Court on or prior to December 22, 2020 (with complementary covenants of the Sellers in Section 6.12).

WHEREAS, the Asset Purchase Agreement has not been terminated and remains in full force and effect.

WHEREAS, the Parties wish to amend the above-referenced sections of the Asset Purchase Agreement to clarify and confirm their meaning and intent and to provide for additional time to obtain the Sale Order.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Interpretation. Any capitalized term used herein but not defined shall have the meaning given to it in the Asset Purchase Agreement.
2. Amendment.
 - (a) Section 6.12(a), Section 6.12(b) and Section 11.1(b)(iv) of the Asset Purchase Agreement are hereby amended by deleting the date “December 22, 2020” in each such section and replacing it with the date “January 7, 2021”.
 - (b) Section 6.12(b) of the Asset Purchase Agreement is hereby amended by deleting the date “December 31, 2020” and replacing it with the date “January 15, 2021”.

- (c) Section 11.1(b)(i) of the Asset Purchaser Agreement is hereby deleted and replaced with the following:

“by Purchasers or Sellers, if the Closing shall not have occurred on or prior to January 15, 2021 (such date, the “Outside Date”), subject to Section 11.2; provided, however, that (1) Sellers and Purchasers shall not be entitled to terminate this Agreement pursuant to this Section 11.1(b)(i) if the failure of the Closing to have occurred by the date specified above is caused by such Party’s breach of any of its obligations under this Agreement and (2) if the Closing shall not have occurred by January 15, 2021, Purchasers shall have the right, in their sole discretion, to change the Outside Date (on one or more occasions) to a date that is no later than April 30, 2021, which right shall be exercised by the delivery of written notice of such change to Sellers not less than one Business Day before the then-effective Outside Date;”.

3. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Electronic Exchange. The exchange of copies of this Agreement and of signature pages by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.
5. Headings. The headings preceding the text of Articles and sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.
6. Applicable Law and Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. Purchasers and Sellers further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Agreement and the Parties expressly consent to and agree not to contest such jurisdiction.
7. Binding Nature and Assignment.
 - (a) Except as explicitly amended hereby the Asset Purchase Agreement remains in full force and effect, unamended, and time shall remain of the essence.
 - (b) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the Parties hereto without prior written consent of the other Parties, provided that,

Purchasers may grant a security interest in its rights and interests hereunder to its third party lender(s).

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered on the date first above written

EARTHDAILY HOLDINGS, LP, by its general partner **ANTARCTICA DATA PARTNERS GP, LLC**

Per: 

Name: Chandra R. Patel
Title: Authorized Signatory

EARTHDAILY CANADA HOLDINGS CORP.

Per: 

Name: Chandra R. Patel
Title: Authorized Signatory

EARTHDAILY CANADA LIMITED PARTNERSHIP,
by its general partner, **EARTHDAILY CANADA GP CORP.**

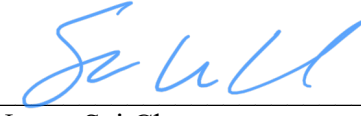
Per: 

Name: Chandra R. Patel
Title: Authorized Signatory

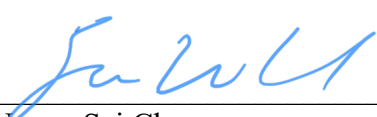
URTHECAST CORP.

Per: 
Name: Sai Chu
Title: Authorized Signatory

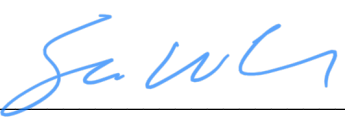
1185729 B.C. LTD.

Per: 
Name: Sai Chu
Title: Authorized Signatory

1185781 B.C. LTD.

Per: 
Name: Sai Chu
Title: Authorized Signatory

URTHECAST USA INC.

Per: 
Name: Sai Chu
Title: Authorized Signatory

This is **Exhibit "B"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020

A handwritten signature in black ink, appearing to be 'R. S.', written over a horizontal line.

A Commissioner for taking Affidavits in and for
the Province of British Columbia

LAND O'LAKES, INC.

- and -

URTHECAST CORP.

- and -

1185781 B.C. LTD.

**PURCHASE AND SALE AGREEMENT OF
CERTAIN SUBSIDIARIES OF LAND O'LAKES, INC., AND CERTAIN PLATFORM
ASSETS**

November 6, 2018

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SCHEDULES:

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Schedule C - Working Capital Methodology

PURCHASE AGREEMENT

THIS AGREEMENT is made effective on the 6th day of November, 2018,

AMONG:

LAND O'LAKES, INC., a cooperative association duly incorporated under the laws of the State of Minnesota

(the "**Vendor**")

AND:

URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario

(the "**Purchaser**")

AND:

1185781 B.C. LTD., a body corporate duly incorporated under the laws of British Columbia

(the "**AcquireCo**")

BACKGROUND:

- A. As at the date of this Agreement, the Vendor is the sole member of Geosys Technology Holding LLC (and will be the sole shareholder of the entity continued in the Province of British Columbia as an unlimited liability company pursuant to the provisions of the *Business Corporations Act* (British Columbia) after the Pre-Closing Reorganization (as defined herein)) ("**Geosys LLC**").
- B. As of the date of this Agreement, Geosys LLC and Land O'Lakes Holdings, Inc. are the sole owners of Geosys do Brasil Sistemas de Informacao Agriocola Ltda ("**Geosys Brazil**") and Geosys LLC is the sole member or owner of Geosys Australia Pty ("**Geosys Australia**"), Geosys Europe Sarl ("**Geosys Swiss**"), Geosys-Int'l, Inc. ("**Geosys US**") and Geosys S.A.S. ("**Geosys France**") (Geosys Australia, Geosys Brazil and Geosys US are, collectively, the "**Transferred GEOSYS Subsidiaries**" and, together with Geosys France, Geosys Swiss and Geosys LLC, are the "**GEOSYS Group**").
- C. Following the Pre-Closing Reorganization (as defined herein), the Vendor will be the sole member or owner of Geosys LLC and the sole member or owner of each of the Transferred Subsidiaries and Geosys LLC will be the sole member or owner of Geosys France and Geosys Swiss.
- D. The GEOSYS Group, collectively, constitute a technology business with expertise in agriculture, information technology (IT) and geographical information systems (GIS) that uses agronomics, IT and satellite imagery to provide its clients with data, analysis and insights, and adapted decision support systems to make more informed decisions, including for worldwide risk management and supply monitoring of agricultural commodities, and support for precision farming, insurance and commodity trading uses (the "**Business**").

- E. AcquireCo is an indirect, wholly-owned subsidiary of the Purchaser.
- F. The Purchaser, through AcquireCo, wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser, all of the issued and outstanding interests in the capital of each of Geosys LLC and the Transferred Subsidiaries, all on the terms and subject to the conditions contemplated by this Agreement (the “**First Transaction**”).
- G. The Purchaser, through AcquireCo, wishes to purchase from the Interim Owner, and the Interim Owner wish to sell to AcquireCo, the Acquired Platform Assets, all on the terms and subject to the conditions contemplated by this Agreement (the “**Second Transaction**”).

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

ARTICLE I

INTERPRETATION

1.1 Defined Terms

Capitalized words and terms used in this Agreement, the Vendor Disclosure Letter or in the Schedules hereto will have the following indicated meanings, and grammatical variations of such words and terms will have corresponding meanings:

- (a) “**Accounting Firm**” means Ernst & Young or, if such firm is not willing to serve as the Accounting Firm for the purposes hereof, one of the other four largest independent accounting firms in Canada, selected jointly by the Purchaser and the Vendor, each acting reasonably or, if none of such firms is willing or able to serve as the Accounting Firm for the purposes hereof, any other nationally recognized public accounting firm selected jointly by the Purchaser and the Vendor, each acting reasonably, provided that such firm is a “participating audit firm” within the meaning of National Instrument 52-108 – *Auditor Oversight* of the Canadian Securities Administrators and is independent of the GEOSYS Group, the Purchaser and the Vendor.
- (b) “**Accounts Receivable**” means all accounts receivable, finance receivables, book debts and other debts due or accruing due to GEOSYS Group, less any allowance or reserve for doubtful accounts reflected in the Financial Statements;
- (c) “**AcquireCo**” has the meaning given to it in the preamble;
- (d) “**Acquired Platform Assets**” means (other than the Winfield IP) the GEOSYS IP, the Data Centre Assets, and all Intellectual Property Rights therein owned by the Interim Owner as of the Second Closing Time;
- (e) “**Affiliate**” means any Person which, directly or indirectly, controls, is controlled by or is under common control with another Person, and for the purpose of this definition, “control” (including with correlative meanings, the terms “controlled by” or “under common control”) means the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of Voting Securities, by Contract or otherwise;

- (f) **“Agreement”** means this share purchase agreement, as amended or supplemented from time to time in accordance with the terms hereof;
- (g) **“Allocation Methodology”** has the meaning given to it in Section 2.6.
- (h) **“Annual Financial Statements”** means the unaudited consolidated financial statements of the GEOSYS Group as at and for the fiscal year ended December 31, 2017, a copy of which is included in Schedule 1.1(h) of the Vendor Disclosure Letter;
- (i) **“Anti-Bribery Laws”** means, collectively, the U.S. Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq., the US Travel Act, 18 U.S.C. § 1952, the UK Bribery Act 2010, any applicable Law enacted in any applicable jurisdiction in connection with, or arising under, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or any other applicable Law or other legally binding measure of any foreign or domestic jurisdiction of similar effect or that relates to bribery or corruption;
- (j) **“Authorization”** means, with respect to any Person, any order, approval, consent, waiver, clearance or similar authorization of any Governmental Agency having jurisdiction over the Person;
- (k) **“Balance Sheet”** means the balance sheet prepared by the Vendor, a copy of which is included as Schedule 1.1(k) of the Vendor Disclosure Letter, representing its reasonable best estimate of the balance sheet of GEOSYS Group as at the Financial Adjustment Time;
- (l) **“Benefit Plans”** means all written health, welfare, supplemental unemployment benefit, bonus, profit sharing, deferred compensation, disability, Employee assistance, life insurance, severance, change-of-control benefit, profit sharing, incentive, pension or retirement plans and other employee compensation or benefit plans, programs, policies or arrangements which are maintained by, contributed to or binding upon GEOSYS Group (whether funded or unfunded, insured or self-insured, written or oral, registered or non-registered) for the benefit of current or former Employees of GEOSYS Group (or the dependents or beneficiaries thereof) or with respect to which any member of GEOSYS Group has any Liabilities, but excluding any pension, workers’ compensation, unemployment insurance or other comparable plan or program established or administered by any Governmental Agency.
- (m) **“Books and Records”** means all books and records of GEOSYS Group or the Business, including financial, operational and sales books, customer lists, supplier lists, vendor lists, credit information, collection information, Authorizations, business plans and projections, budgets, deeds and title documents, quality control records, Returns, employee documents (to the extent permitted by applicable Law), inventory data, Accounts Receivable and accounts payable data, and financial statements;
- (n) **“Business”** has the meaning given to it in Recital D;
- (o) **“Business Day”** means any day other than a day which is a Saturday, a Sunday or a day on which banks in Vancouver, British Columbia, or Minneapolis, Minnesota, are required to be closed;
- (p) **“Business Products”** means the products commercialized by the Business as it currently is operated.

- (q) “**Claim**” means any claim, demand, complaint, formal grievance, indictment, allegation of wrongdoing or liability, assessment for Taxes or other amounts owed, action or cause or right of action and includes any proceeding relating to the any of the foregoing by or before any Governmental Agency.
- (r) “**Closing Statement**” has the meaning given to it in Section 2.3(c);
- (s) “**Closing Working Capital**” has the meaning given to it in Section 2.3(e)(i);
- (t) “**Code**” means the United States Internal Revenue Code of 1986, as amended.
- (u) “**Confidential Information**” has the meaning given to such term in the Non-Disclosure Agreement and includes the transactions contemplated by this Agreement, to the extent not previously or subsequently publically disclosed;
- (v) “**Contract**” means any written contract, agreement, indenture, transaction, lease, license, deed of trust, sales order, purchase order, instrument, understanding, undertaking or other commitment, other than Licenses;
- (w) “**Current Assets**” has the meaning given to it in Section 2.3(e)(ii);
- (x) “**Current Liabilities**” has the meaning given to it in Section 2.3(e)(iii);
- (y) “**Data Centre Assets**” means certain data centre assets used in connection with the Business but owned by Vendor or Interim Owner as identified on Schedule 1.1(b)(i)(F)(i)(F) of the Vendor Disclosure Letter;
- (z) “**Direct Claim**” has the meaning given to it in Section 10.5(e);
- (aa) “**Employees**” means all individuals who are officers or employees of the GEOSYS Group and who are employed for valuable consideration in connection with the Business, or who are otherwise entitled to receive any form of compensation from the GEOSYS Group or any member thereof (including deferred or contingent compensation) for regular and ongoing services rendered, including those employees of the GEOSYS Group on disability leave, parental leave or other absence;
- (bb) “**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, rights and claims, adverse interests, and acquisition rights of Third Parties;
- (cc) “**Enforceability Exception**” has the meaning given to it in Section 3.1(b);
- (dd) “**Environmental Laws**” means any Law relating to: (a) pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, but is not limited to, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 and the Small

Business Liability Relief and Brownfields Revitalization Act, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq. California Proposition 65; and any applicable foreign Laws;

- (ee) **“ERISA”** has the meaning given to it in Section 3.1(s)(i);
- (ff) **“Final Installment”** has the meaning given to it in Section 2.2(c);
- (gg) **“Financial Adjustment Time”** means 11:59 p.m. (Central Time) on the day preceding the First Closing Date;
- (hh) **“Financial Statements”** means, collectively, the Annual Financial Statements and the Interim Financial Statements;
- (ii) **“First Closing”** has the meaning given to it in Section 6.1;
- (jj) **“First Closing Date”** means 5 Business Days after the last of the conditions to Closing set forth in Article VII have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the First Closing Date), or such other date as may be agreed to by the Parties;
- (kk) **“First Closing Interim Period”** has the meaning given to it in Section 5.1;
- (ll) **“First Closing Outside Date”** means 11:59 p.m. (Central Time) on December 31, 2018;
- (mm) **“First Closing Time”** means the time on the First Closing Date that the Parties actually close the First Closing;
- (nn) **“First Installment”** has the meaning given to it in Section 2.2(a);
- (oo) **“First Transaction”** has the meaning given to it in Recital E;
- (pp) **“Foreign Plan”** has the meaning given to it in Section 3.1(s)(vi);
- (qq) **“GEOSYS Developments”** has the meaning given to it in the Interim License and Services Agreement and the Long Term License and Services Agreement.
- (rr) **“GEOSYS Group”** has the meaning given to it in Recital B;
- (ss) **“GEOSYS IP”** means (i) the Platform Assets other than the Data Centre Assets, including all Intellectual Property Rights therein; and (ii) all GEOSYS Developments, including the Second Generation GEOSYS Products and Second Generation R7 Product (and all iterations thereof) assigned to Winfield under the Interim License and Services Agreement and licensed back to the GEOSYS Group under the Interim License and Services Agreement;

- (tt) **“GEOSYS Products”** has the meaning given to it in the Interim License and Services Agreement;
- (uu) **“GEOSYS R7 Developments”** has the meaning given to it in the Interim License and Services Agreement and the Long Term License and Services Agreement.
- (vv) **“Governmental Agency”** means any: (i) multinational, federal, provincial, territorial, state, municipal, local or other government body; (ii) subdivision, department, commission, bureau, agency, instrumentality or authority of any of the foregoing; (iii) quasi-governmental body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iv) any judicial, arbitration or administrative court, grand jury or commission;
- (ww) **“Hazardous Materials”** means (i) hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; (ii) hazardous wastes, as defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (iii) petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (iv) radioactive material, including any source, special nuclear, or by-product material as defined in 42 U.S.C. § 2011 et seq.; (v) friable asbestos; (vi) polychlorinated biphenyls; and (vii) other material, substance or waste to which liability or standards of conduct may be imposed, or which requires or may require investigation, under any applicable Environmental and Safety Requirements;
- (xx) **“HIPAA”** has the meaning given to it in Section 3.1(s)(i);
- (yy) **“Identified Employees”** has the meaning given to it in Section 5.6(a);
- (zz) **“Identified Employee Liability Cap”** has the meaning given to it in Section 5.6(a);
- (aaa) **“Identified Employee Liabilities”** has the meaning given to it in Section 5.6(a);
- (bbb) **“Indebtedness”** means, with respect to any Person, the aggregate of the following, to the extent unpaid at the First Closing: (a) any liability of such Person (i) for borrowed money (including the current portion thereof), (ii) under any reimbursement obligation relating to a letter of credit, bankers’ acceptance, note purchase facility, or the like, (iii) evidenced by a bond, note, debenture or similar instrument or contractual obligation (including a purchase money obligation), (iv) in respect of “earn-out” obligations and other obligations for the deferred purchase price of property or services, (v) under any financial hedging, swap or similar arrangements, (vi) secured by an Encumbrance; (b) any liability described in clause (a) of other Persons to the extent guaranteed by such first Person, or recourse to such first Person or any of its assets, or that is otherwise the legal Liability of such first Person; (c) any and all accrued interest, success fees, prepayment premiums, make whole premiums or penalties and fees or expenses actually incurred (including attorneys’ fees) associated with the prepayment of any Indebtedness; and (d) any and all amounts of the nature described in clauses (a)(i)-(iii) owed by such Person to any of its Affiliates including any of its stockholders;
- (ccc) **“International Financial Reporting Standards”** or **“IFRS”** means the accounting standards developed and maintained by the International Accounting Standards Board (i) in effect as of the relevant date of application thereof (*e.g.*, whether as of the date of

preparation of the applicable Financial Statement, or as of the date of this Agreement, as the context requires) and as amended from time to time, and (ii) as applied by the GEOSYS Group on a consistent basis;

- (ddd) **“Indemnified Losses”** has the meaning given to it in Section 10.2(a);
- (eee) **“Indemnified Party”** means the Vendor’s Indemnified Parties or the Purchaser’s Indemnified Parties, as applicable;
- (fff) **“Indemnifying Parties”** has the meaning given to it in Section 10.5(a);
- (ggg) **“Indemnity Cap”** has the meaning given to it in Section 10.3(b);
- (hhh) **“Indemnity Claim”** has the meaning given to it in Section 10.5;
- (iii) **“Insurance Benefits”** means any and all benefits and proceeds payable under the Insurance Policies in respect of claims based on occurrences up to and including the First Closing Time, regardless of whether such claims are made before or after the First Closing Time;
- (jjj) **“Insurance Policies”** means all insurance policies or parts thereof held by Vendor or any member of the GEOSYS Group presently in effect relating to the Business, a list of which is contained in Schedule 1.1(jjj) of the Vendor Disclosure Letter;
- (kkk) **“Intellectual Property”** means, except for the R7 Product, any and all intellectual property and Materials (whether foreign or domestic, registered or unregistered) owned by the GEOSYS Group or any member thereof, licensed to the GEOSYS Group or any member thereof, or used in the operation, conduct or maintenance of the Business, as it currently is operated, conducted or maintained, including without limitation: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all patents, and patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof; (ii) all trademarks, trade-names, trade dress, logos, business names, corporate names, domain names, and uniform resource locators (URLs) and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith; (iii) all copyrightable works of authorship and all applications, registrations and renewals in connection therewith; (iv) industrial designs, design patents and all applications, registrations and renewals in connection therewith; (v) all proprietary, technical or Confidential Information, including all trade secrets, know-how, and business information relating to the GEOSYS Group and the Business; and (vi) all Software; together with all Intellectual Property Rights related to each of the foregoing;
- (lll) **“Intellectual Property Rights”** means any right or protection existing from time to time in a specific jurisdiction, whether registered or not, under any patent law or other invention or discovery law, copyright law, performance or moral rights law, trade-secret law, confidential information law, trademark law, trade-name law, unfair competition law or other industrial, intellectual property or similar laws (including legislation by competent Governmental Agency and judicial decisions under common law or equity);
- (mmm) **“Interim License and Services Agreement”** means the interim license and services agreement between the Interim Owner, the Purchaser, Geosys Australia, Geosys Swiss, Geosys Brazil, Geosys US and Geosys France to be entered into on the First Closing, substantially in the form attached hereto as Schedule A;

- (nnn) “**Interim Financial Statements**” means the unaudited, consolidated financial statements of the GEOSYS Group for the eight-month period ended August 31, 2018, copies of which are included in Schedule 1.1(nnn) of the Vendor Disclosure Letter;
- (ooo) “**Interim Owner**” means Winfield, a wholly owned subsidiary of the Vendor;
- (ppp) “**IP Escrow Agreement**” means the escrow agreement to be entered into as of the Second Closing Date among Winfield, Geosys France, Purchaser and the escrow agent, pursuant to which the Purchaser will, or will cause the applicable member of the GEOSYS Group to, deposit with the selected escrow agent, in escrow, certain intellectual property necessary for the operation of the R7 Product, in the form mutually agreed to among Winfield, Geosys France, Purchaser and the selected escrow agent;
- (qqq) “**ITA**” means the *Income Tax Act* (Canada), as amended from time to time;
- (rrr) “**Key Employees**” means the employees of the GEOSYS Group included in Schedule 1.1(rrr) of the Vendor Disclosure Letter;
- (sss) “**Knowledge of Vendor**” means the actual knowledge of the individuals listed in Schedule 1.1(sss) of the Vendor Disclosure Letter;
- (ttt) “**Laws**” means any and all applicable laws, including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards of a Governmental Agency that are binding on the Person referred to in the context in which the word is used;
- (uuu) “**Leased Real Property**” has the meaning given to it in Section 3.1(ee);
- (vvv) “**Legal Proceeding**” means any litigation, action, suit, prosecution, investigation, hearing, inquiry, arbitration proceeding or other legal proceeding commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Agency involving a Claim, including any appeal or review and any application for appeal or review of any of the foregoing;
- (www) “**Letter of Intent**” means the letter of intent dated August 6, 2018, between the Purchaser and the Vendor, which was in follow-up to and superseded all prior letters of intent between the Purchaser and the Vendor with respect to the subject matter of this Agreement;
- (xxx) “**Liabilities**” means, with respect to any Person, any liabilities, debts, duties, undertakings or obligations of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person;
- (yyy) “**Licenses**” means all licenses, permits, Authorizations, registrations and qualifications to do business held or used by the GEOSYS Group or any member thereof; a list of the material Licenses is included in Schedule 1.1(yyy) of the Vendor Disclosure Letter;

- (zzz) **“Long Term License and Services Agreement”** means the long term license and services agreement among the Purchaser, Winfield, and Geosys France to be entered into on the First Closing, substantially in the form attached hereto as Schedule B;
- (aaaa) **“Material Adverse Change”** or **“Material Adverse Effect”** means any result, occurrence, fact, change, event or effect that has or could reasonably be expected to have a materially adverse change or a materially adverse effect on the business, operations, results of operations, assets, or financial condition of that Party and, in respect of the GEOSYS Group, means a material adverse change in or material adverse effect on the Business, results of operations, assets, or financial condition of the GEOSYS Group, taken as a whole; provided, however, that in no event shall any of the following, alone or in combination, be deemed to constitute a Material Adverse Change or Material Adverse Effect, nor shall any occurrence, fact, change, event or effect relating to any of the following be taken into account in determining whether a Material Adverse Change or Material Adverse Effect has occurred or will result: (i) any change in the agriculture, agriculture insurance or agriculture commodity industries generally, (ii) any change in Laws, regulatory policies or the interpretation thereof, (iii) any change in accounting standards, including IFRS, or the interpretation thereof, (iv) any change in economic conditions, financial markets or debt, capital, credit or securities markets globally or in any country or region, including changes in interest rates, currency or exchange rates or declines in the price of any security or market index, (v) any acts of war (whether or not declared), sabotage, terrorism, armed hostilities, military actions or escalations thereof in any country or region, or the escalation or worsening thereof, (vi) any earthquakes, hurricanes, tornadoes, tsunamis, floods, mudslide, wildfires or other weather-related events, pandemic or natural disasters in any country or region, (vii) the negotiation, execution, announcement or performance of this Agreement or consummation of the transactions contemplated hereby, or any public disclosure relating to any of the foregoing, including any impact on the relationship of the GEOSYS Group with any of its customers, employees, investors, financing sources, vendors, distributors, partners or suppliers as a direct result thereof or in connection therewith, (viii) any actions taken (or omitted to be taken) in conforming with the terms of this Agreement or at the request or with the consent of the Purchaser, or the failure to take any action prohibited by this Agreement, (ix) any action, suit, investigation or proceeding arising out of or related to this Agreement or any of the transactions contemplated hereby, and (x) any of the matters disclosed by the Vendor to the Purchaser in writing as of the date of this Agreement, including matters disclosed on the Vendor Datasite, to the extent such disclosure makes it reasonably apparent that such matter has or could reasonably be expected to have a Material Adverse Change or Material Adverse Effect; except that, the exceptions describe in (i) – (vi) shall not apply if the occurrence, fact, change, event or effect has a material disproportionate effect on the Vendor relative to entities operating or engaged in the digital agriculture industry generally;
- (bbbb) **“Material Contract”** means, with respect to the Business: (i) any Contract for the acquisition or sale of any securities or any substantial portion of the assets or business of or to any other Person in excess of \$100,000 and under which any member of the GEOSYS Group has any continuing liability or obligation; (ii) any continuing Contract that requires any member of the GEOSYS Group to purchase materials, supplies, equipment, services or data involving in the case of any such Contract more than \$100,000 over the remaining life of such Contract or \$50,000 per annum and which are not terminable by such member of the GEOSYS Group upon 90 days’ or less advance notice; (iii) any customer Contract with annual revenues in excess of \$50,000; (iv) any material Contract with a Governmental

Agency; (v) any indenture, mortgage, note, loan agreement, equipment financing agreement, installment obligation, or other Contract or instrument relating to known Liabilities in excess of \$50,000; (vi) any Contract for capital expenditures with remaining obligations in excess of \$50,000; (vii) any Contract that contains non-competition, non-solicitation, or other similar provisions; (viii) any confidentiality, secrecy, or non-disclosure agreement entered into outside the ordinary course of business; (ix) any Contract involving payments during a 12-month period of \$50,000 or more, pursuant to which any member of the GEOSYS Group is a lessor or lessee of any real property, machinery, equipment, motor vehicles, trailers, office IT equipment, office furniture, fixtures or other personal property; (x) any Contract involving a related-party transaction; (xi) any Contract to provide a guaranty, indemnification, reimbursement, contribution, assumption or endorsement of, or any substantially similar commitment with respect to, the obligations, Liabilities or Indebtedness of any other Person except Contracts containing standard indemnification provisions entered into in the ordinary course of business; (xii) any distribution, reseller, dealer, agency, franchise, advertising, revenue sharing, alliance, joint venture, marketing or similar Contract of any member of the GEOSYS Group; (xiii) any employment Contract involving payments during any 12-month period of \$50,000 or more; (xiv) any employment, independent contractor or similar agreement that provides for payments or benefits, or otherwise triggers material obligations, in any case solely as a result of the consummation of any of the transactions contemplated by this Agreement; or (xv) any Contract that contemplates the payment of royalties, commissions, or other payments based on provision of services or sales of products during any 12-month period of \$50,000 or more, whether related to licensing or development of Intellectual Property or otherwise (but excluding all Off-the-Shelf Software);

- (cccc) “**Materials**” means algorithms, analyses, applications, concepts, data, databases, deliverables, designs, discoveries, documentation, drawings, enhancements, financial models, findings, flow charts, graphics, ideas, improvements, information, interfaces, inventions, know how, materials, opinions, processes, procedures, programs, program listings, programming tools, protocols, methods, methodologies, modifications, recommendations, reports, Software, specifications, spreadsheets, studies, technical information, techniques, tools, trade secrets, user materials, work product and other works of authorship and other similar items, and all Intellectual Property Rights therein, including any rights to attribution or rights of integrity;
- (dddd) “**New Employment Agreements**” means employment agreements in a form acceptable to the Purchaser, acting reasonably, to be effective as of the First Closing Date between an entity of the GEOSYS Group (on the one hand) and each of the Key Employees (on the other hand);
- (eeee) “**Non-Competition Agreement**” means the confidentiality and non-competition agreement dated as of the First Closing Date between the Vendor (on the one hand) and the Purchaser (on the other hand) in a form acceptable to the Purchaser and the Vendor, acting reasonably;
- (ffff) “**Non-Competition Covenant**” has the meaning given to it in Section 2.5;
- (gggg) “**Non-Disclosure Agreement**” means the non-disclosure agreement entered into by the Purchaser and the Vendor dated May 25, 2016, as amended March 2, 2018;
- (hhhh) “**Non-Terminating Party**” has the meaning given to it in Section 11.1(f);

- (iii) **“Off-the-Shelf Software”** means mass-marketed, non-customized software with a replacement cost and/or annual license fee of less than \$50,000 in the aggregate;
- (jjj) **“Parties”** means the Purchaser, the Vendor and AcquireCo, and **“Party”** means any one of them;
- (kkkk) **“Permitted Encumbrances”** means (i) Encumbrances set forth in Schedule 1.1(kkkk) of the Vendor Disclosure Letter, (ii) Encumbrances for Taxes, assessments and other government charges not yet due and payable, (iii) mechanics’, workmen’s, repairmen’s, warehousemen’s, carriers’ or other like Encumbrances arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of the GEOSYS Group, (iv) Encumbrances relating to purchase money security interests entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the business of the GEOSYS Group, (v) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property which are not, individually or in the aggregate, material to the business of the GEOSYS Group, (vi) Encumbrances created after the First Closing or the Second Closing, as applicable, as a result of any financing of Purchaser or its Affiliates as of the First Closing Date or Second Closing Date, as applicable, and (vii) Encumbrances created during the First Closing Interim Period by the Purchaser, AcquireCo or any member of the GEOSYS Group through granting additional contracts with respect to the GEOSYS Products in continuing to run the Business;
- (llll) **“Person”** includes any individual, corporation, limited liability company, unlimited liability company, body corporate, partnership, limited partnership, limited liability partnership, firm, joint venture, syndicate, association, capital venture fund, trust, trustee, executor, administrator, legal personal representative, estate, government, Governmental Agency and any other form of entity or organization, whether or not having legal status;
- (mmmm) **“Personal Information”** means (a) any and all information about an individual that either contains data elements that identify the individual or can be used to identify the individual in connection with other information, (b) any information that enables a Person to contact the individual (such as information contained in a cookie or an electronic device fingerprint), (c) any information that identifies a device connected to the internet (to the extent the device may be used by the individual), (d) any and all “personal data” or “personal information” as that term is defined in under an applicable Law and (e) any and all other information, the collection, use, sharing, transfer or other processing of which is regulated by an applicable Law in relation to data protection or data privacy. Personal Information includes (v) personal identifiers such as name, address, social security number, date of birth, driver’s license number or state identification number, taxpayer identification number and passport number, (w) financial information, including credit or debit card numbers, account numbers, access codes, consumer report information, insurance policy number including cardholder data, (x) demographic information, (y) unique biometric data, such as fingerprint, retina or iris image, voice print or other unique physical representation and (z) individual medical or health information (including information of employees, workers, contractors, and third parties who have provided information to the GEOSYS Group or its members and including relating to services provided by third parties to the GEOSYS Group or its members);

- (nnnn) **“Platform Assets”** means the Software and other Materials, and all Intellectual Property Rights to each of the foregoing, including the GEOSYS Products and R7 Product, identified on Schedule 1.1(nnnn) of the Vendor Disclosure Letter, and the Data Centre Assets;
- (oooo) **“Platform Assets Transfer”** means the transfer by the GEOSYS Group of the Platform Assets to the Interim Owner via the Vendor immediately prior to the First Closing;
- (pppp) **“Platform Separation”** has the meaning given to it in the Interim License and Services Agreement;
- (qqqq) **“PPACA”** has the meaning given to it in Section 3.1(s)(i);
- (rrrr) **“Pre-Closing IP Transfer”** means the transfer by Vendor or Interim Owner of the assets and Intellectual Property set forth on Schedule 1.1(rrrr) of the Vendor Disclosure Schedule to Geosys LLC;
- (ssss) **“Pre-Closing Reorganization”** means each of the steps set forth in Schedule 1.1(ssss) of the Vendor Disclosure Letter;
- (tttt) **“Pre-Closing Returns”** has the meaning given to it in Section 5.10(a).
- (uuuu) **“Pre-Closing Tax Period”** means all taxable years or other taxable periods that end on or before the First Closing Date, and with respect to any Straddle Period, the portion of such Straddle Period ending on and including the First Closing Date;
- (vvvv) **“Pre-Closing Tax Contest”** has the meaning given to it in Section 5.10(c);
- (wwwv) **“Publicly Available Software”** means (a) any Software that contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as “free software” or “open source software” (e.g. Linux), or pursuant to “open source,” “copyleft” or similar licensing and distribution models; and (b) any Software that requires as a condition of use, modification, and/or distribution of such Software that such Software or other Software incorporated into, derived from, or distributed with such Software (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no or minimal charge;
- (xxxx) **“Purchase Price”** has the meaning given to it in Section 2.2
- (yyyy) **“Purchased Interest”** means all equity interests of all classes in the capital of each of Geosys LLC and the Transferred Subsidiaries that are issued and outstanding at the First Closing Time;
- (zzzz) **“Purchaser”** has the meaning given to it in the preamble;
- (aaaaa) **“Purchaser Disclosure Letter”** means the disclosure letter delivered by the Purchaser to the Vendor concurrently with the execution of this Agreement;
- (bbbbb) **“Purchaser’s Counsel”** means Bennett Jones LLP;
- (ccccc) **“Purchaser Fundamental Representation”** means Sections 3.2(a) (Organization and Qualification), 3.2(b) (Power and Authority) and 3.2(e) (Financial Capability);

- (ddddd) **“Purchaser’s Indemnified Parties”** means the Purchaser and its Affiliates and their respective successors, permitted assigns, directors, officers, employees and agents or any of them;
- (eeee) **“Registered IP”** means all Intellectual Property Rights owned by any member of the GEOSYS Group that are filed or applied for or registered or issued under the authority of any Governmental Agency, including without limitation all patents, industrial designs, registered copyrights, registered mask works, and registered trademarks, service marks and trade dress, registered domain names, registered business names and all applications for any of the foregoing;
- (ffff) **“Related Party Obligations”** means all liabilities and obligations (including amounts payable and all Liabilities which are accruing but not payable) owing by any member of the GEOSYS Group to non-arm’s length or related parties, including the Vendor or any other member of the GEOSYS Group, to the extent not otherwise captured in the calculation of Current Liabilities or Third Party Debt;
- (ggggg) **“Required Authorizations”** has the meaning given to it in Section 3.1(d);
- (hhhhh) **“Returns”** means all reports, filings, forms, elections, designations, notices, schedules, statements, estimates, declarations of estimated tax, information statements and returns with respect to Taxes, including any amendments, attachments, appendices and exhibits thereto, made, prepared or filed with any Governmental Agency or required to be made, prepared or filed with any Governmental Agency;
- (iiii) **“R7 Product”** has the meaning given to it in the Interim License and Services Agreement;
- (jjjj) **“Schedules”** means collectively the schedules attached to this Agreement;
- (kkkkk) **“Second Closing”** has the meaning given to it in Section 8.1;
- (lllll) **“Second Closing Date”** means 5 Business Days after the last of the conditions to Closing set forth in Article IX have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Second Closing Date), or such other date as may be agreed to by the parties;
- (mmmmm) **“Second Closing Interim Period”** has the meaning given to it in Section 5.4;
- (nnnnn) **“Second Closing Outside Date”** means 90 days following the second anniversary of the First Closing Date;
- (oooo) **“Second Closing Time”** means the time on the Second Closing Date that the Parties actually close the Second Closing;
- (ppppp) **“Second Generation GEOSYS Product”** has the meaning given to it in the Interim License and Services Agreement;
- (qqqqq) **“Second Generation R7 Product”** has the meaning given to it in the Interim License and Services Agreement;
- (rrrrr) **“Second Installment”** has the meaning given to it in Section 2.2(b);

(sssss) “**Second Transaction**” has the meaning given to it in Recital F;

(ttttt) “**Software**” means computer programs, operating systems, applications, interfaces, applets, software scripts, macros, firmware, middleware, application programming interfaces, development tools and other codes, instructions or sets of instructions for computer hardware or software, whether functional or otherwise, including SQL and other query languages, hypertext markup language, wireless markup language, xml and other computer markup languages, and all source code and object code and all documentation pertaining thereto including functional specifications, object libraries, design documentation, technical documentation, statements of principles of operations, schematics, programmers’ guides and other materials that collectively are reasonably sufficient to permit a reasonably skilled computer programmer to compile the source code and to fully interpret, build, modify, load, operate, support and maintain the source code and object code, and all Intellectual Property Rights therein;

(uuuuu) “**Straddle Period**” has the meaning given to it in Section 5.10(e);

(vvvvv) “**Straddle Period Tax Contest**” has the meaning given to it in Section 5.10(c);

(wwwww) “**Target Working Capital Amount**” means \$400,000, which has been determined in accordance with the methodology set forth in Schedule C;

(xxxxx) “**Taxes**” means all U.S. federal, provincial, state, municipal, local and non-U.S. taxes, including income, branch, franchise, profits, gross receipts, capital gains, capital stock, transfer, customs duties, rates, withholdings, goods and services, harmonized sales taxes, value added taxes, ad valorem, sales, use, fuel, capital, occupation, real property, personal property, escheat and unclaimed property liability, excise, severance, employment, unemployment, disability, windfall profits, premium, stamp, registration, license, payroll, social security, alternative or add-on minimum, estimated and other taxes, assessments, reassessments and other charges, duties, fees, levies and other governmental charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Return), together with all penalties, interest, fines and additions with respect thereto, whether disputed or not;

(yyyyy) “**Terminating Party**” has the meaning given to it in Section 11.1(f);

(zzzzz) “**Third Party**” means any Person other than the Parties and their respective Affiliates;

(aaaaa) “**Third Party Debt**” means the total sum of all operating debt and long-term debt of the GEOSYS Group, including, in each case, the current portion thereof, but excluding deferred income Taxes, customer deposits and deferred revenue (the latter two as reflected on the balance sheet of the Interim Financial Statements);

(bbbbb) “**Third Party Liability**” has the meaning given to it in Section 10.5(b);

(ccccc) “**Transferred Information**” means any Personal Information disclosed or conveyed to one Party or any of its representatives or agents (a “**Recipient**”) by or on behalf of another Party (a “**Disclosing Party**”) as a result of or in conjunction with the transactions contemplated herein, and includes all such Personal Information disclosed to the Recipient prior to the execution of this Agreement;

(ddddd) “**Threshold**” has the meaning given to it in Section 10.3;

- (eeeeee) **“Trade Inventory”** means all inventory owned by the GEOSYS Group, including raw materials and work-in-progress;
- (ffffff) **“Transfer Taxes”** has the meaning given to it in Section 5.10(f);
- (gggggg) **“Vendor”** has the meaning given to it in the preamble;
- (hhhhhh) **“Vendor Datasite”** means the electronic datasite maintained by the Vendor < <https://services.intralinks.com/web/index.html#workspace/5536475/documents> > as in effect at 11:59 pm on November 5, 2018;
- (iiiiii) **“Vendor Disclosure Letter”** means the disclosure letter delivered by the Vendor to the Purchaser as soon as reasonably practicable following the date hereof;
- (jjjjjj) **“Vendor Fundamental Representations”** means the representations of Vendor in Sections 3.1(a) (Organization and Qualification), 3.1(b) (Power and Authority), 3.1(f) (Title to Purchased Interest), 3.1(g) (Title to Platform Assets), 3.1(j) (No Other Purchase Agreements or Commitments); 3.1(k) (Authorized and Issued Capital) and 3.1(m) (Subsidiaries and Other Interests);
- (kkkkkk) **“Vendor Tax Representations”** means the representations of the Vendor in Sections 3.1(bb) (Tax Matters) and 3.1(cc) (Canadian Tax Matters);
- (llllll) **“Vendor Tax Bump Covenants”** means the covenants of the Vendor’s in Section 5.11;
- (mmmmm) **“Vendor’s Indemnified Parties”** means the Vendor and its Affiliates and its successors, permitted assigns, directors, officers, employees and agents or any of them;
- (nnnnnn) **“Vendor’s Counsel”** means Dorsey & Whitney LLP;
- (oooooo) **“Vendor Tax Return”** has the meaning given to it in Section 5.1(g);
- (pppppp) **“Voting Securities”** means:
- (i) share capital of any class of any corporation or securities of any other Person which carry voting rights to elect the board of directors or other body exercising similar functions under any circumstances, but shares or other securities which carry the right to so vote conditionally upon the happening of an event shall not be considered Voting Securities until the occurrence of such event; and
 - (ii) an interest in a general partnership, limited partnership, trust, joint venture or similar Person which entitles the holder of such interest to receive a share of the profits, or on dissolution or partition, of the assets, of such Person;
- (qqqqqq) **“Winfield”** means Winfield Solutions LLC, d/b/a Winfield United;
- (rrrrrr) **“Winfield IP”** means, as of the Second Closing Time, all Software and other Materials that comprise the R7 Product and Second Generation R7 Product, and all iterations thereof and improvements thereto, including all GEOSYS R7 Developments relating thereto, and all Intellectual Property Rights therein (including all registered and non-registered Intellectual Property Rights);

(ssssss) “**Working Capital**” has the meaning given to it in Section 2.3(e)(iv);

(tttttt) “**Working Capital Excess**” has the meaning given to it in Section 2.3(b); and

(uuuuuu) “**Working Capital Shortfall**” has the meaning given to it in Section 2.3(a).

1.2 Schedules

The Vendor Disclosure Letter and the Schedules are incorporated into this Agreement by reference and are deemed to be part hereof.

1.3 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are stated in United States currency.

1.4 Choice of Law

All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement will be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Laws of the State of New York will control the interpretation and construction of this Agreement, even though under that jurisdiction’s choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.

1.5 Interpretation Not Affected by Headings or Party Drafting

The division of this Agreement into articles, sections, paragraphs, subsections and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement, the Vendor Disclosure Letter and the Schedules hereto and not to any particular article, section, paragraph, clause or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. Unless otherwise indicated, any reference in this Agreement to an Article, Section, Recital, subsection, clause or Schedule refers to the specified Article, Section, Recital, subsection, clause or Schedule of this Agreement. The term “including” shall mean including without limitation. The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

1.6 Number and Gender

Where the context so requires in this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) words importing the singular number include the plural and vice versa; and
- (b) words importing the use of any gender shall include all genders.

1.7 Time of Essence

Time shall be of the essence hereof.

1.8 Statutes

Unless otherwise provided herein, any reference to statutes or regulations in this Agreement shall refer to such statutes or regulations as amended or replaced from time to time.

ARTICLE II **PURCHASE AND SALE**

2.1 Purchase and Sale

- (a) Upon the terms and subject to the conditions hereof, at the First Closing, the Vendor hereby agrees to sell to AcquireCo, and AcquireCo hereby agrees to purchase from the Vendor, all of the Purchased Interest held by the Vendor as of the date hereof, free and clear of all Encumbrances (other than Permitted Encumbrances), and with all rights and benefits attaching thereto.
- (b) Upon the terms and subject to the conditions hereof, at the Second Closing, the Vendor hereby agrees to cause the Interim Owner to sell to AcquireCo, and AcquireCo hereby agrees to purchase from the Interim Owner, the Acquired Platform Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

2.2 Purchase Price

The total, aggregate consideration payable by the Purchaser, through AcquireCo, to the Vendor and the Interim Owner hereunder for the sale to the Purchaser, through AcquireCo, of the Purchased Interest and the Acquired Platform Assets and the performance by the Vendor and the Interim Owner of their obligations under this Agreement shall be \$20,000,000 (the “**Purchase Price**”), payable, by wire transfer of immediately available funds to accounts designated, at least two Business Days prior to the expected dates of payment, by the Vendor, as follows:

- (a) \$5,000,000 of the Purchase Price shall be payable at the First Closing (the “**First Installment**”);
- (b) \$5,000,000 of the Purchase Price shall be payable on the date which is nine months following the First Closing (the “**Second Installment**”); and
- (c) \$10,000,000 of the Purchase Price shall be payable at the Second Closing (the “**Final Installment**”).

2.3 Working Capital Adjustment

- (a) If the Closing Working Capital (as finally determined pursuant to this Section 2.3) is less than the Target Working Capital Amount, the First Installment payable by the Purchaser to the Vendor shall be reduced by an amount equal to the amount determined by subtracting the Closing Working Capital from the Target Working Capital Amount (the “**Working Capital Shortfall**”).

- (b) If the Closing Working Capital (as finally determined pursuant to this Section 2.3) is greater than the Target Working Capital Amount, the First Installment payable by the Purchaser to the Vendor shall be increased by an amount equal to the amount determined by subtracting the Target Working Capital Amount from the Closing Working Capital (the “**Working Capital Excess**”).
- (c) Within 60 days after the First Closing Date, the Purchaser shall prepare the Balance Sheet of the GEOSYS Group, including a closing statement setting forth, in reasonable detail, the Closing Working Capital, all prepared in accordance with IFRS, consistently applied in accordance with prior periods (provided that if historical practices are inconsistent with IFRS, then historical practices take precedence) (the “**Closing Statement**”). The Purchaser shall deliver to the Vendor the Closing Statement within five days after the completion thereof.
- (d) Within five days following the date on which the Closing Statement is finally determined pursuant to this Section 2.3, (i) in the event of a Working Capital Shortfall, an amount equal to the amount of such Working Capital Shortfall shall be returned by the Vendor to the Purchaser; (ii) in the event of a Working Capital Excess, an amount equal to the amount of such Working Capital Excess shall be paid by the Purchaser to the Vendor by wire transfer of immediately available funds to an account designated by the Vendor; and (iii) in the event the Closing Working Capital is equal to the Target Working Capital Amount, then no further payment shall be payable by the Vendor or the Purchaser under this Section 2.3.
- (e) For the purposes of this Agreement:
 - (i) “**Closing Working Capital**” means the combined Working Capital of the GEOSYS Group (whether positive or negative) as of the end of the Business Day immediately preceding the First Closing Date, and, for greater certainty, after the repayment of all amounts owing by the GEOSYS Group or any member thereof to the Vendor prepared in accordance with the methodology set forth in Schedule C, as contemplated in this Section 2.3;
 - (ii) “**Current Assets**” means the current assets of the GEOSYS Group reflected on the Closing Statement, to the extent such item is a “current asset” in accordance with IFRS including cash, income Taxes receivable, Accounts Receivable (excluding finance receivables), but excluding inventory and, it includes “current assets” related to the Platform Assets (excluding the R7 Product);
 - (iii) “**Current Liabilities**” means all current Liabilities of the GEOSYS Group reflected on the Closing Statement, to the extent any such item is a “current liability” in accordance with IFRS, including accounts payable, accrued Liabilities and income Taxes payable, but excluding reconditioning reserves, customer deposits and deferred revenue (the latter two as reflected on the Balance Sheet of the Interim Financial Statements), Third Party Debt and Related Party Obligations; and
 - (iv) “**Working Capital**” means, without duplication, the amount of the Current Assets (including any allowances) of the GEOSYS Group less the amount of the Current Liabilities of the GEOSYS Group;

- (f) The Closing Statement prepared and sent pursuant to Section 2.3(c) shall be final and binding upon the Parties for all purposes hereof unless the Vendor shall have notified the Purchaser in writing within 15 Business Days of delivery of such statement that it disputes the Closing Statement, which notice shall set forth in reasonable detail the basis of the objection and the amount(s) in dispute. For greater certainty, if no such notice is given within such 15 Business Days, the Parties shall be deemed to have accepted and agreed for all purposes hereunder to the Closing Statement and the Closing Working Capital amount set forth in such Closing Statement. The Parties will negotiate in good faith to resolve such dispute within 15 Business Days after the Vendor notifies the Purchaser of its objection. If the Parties, notwithstanding such good faith effort, are unable to agree on the Closing Working Capital within such 15 Business Days, such determination shall be made in accordance with Section 2.4.

2.4 Holdback and Dispute Resolution

The Parties shall endeavor to resolve any dispute with respect to the calculation of amounts in accordance with Section 2.3(c), failing which either of them may refer any items or amounts remaining in dispute to the Accounting Firm. The Vendor and the Purchaser shall furnish, and the Purchaser shall cause the GEOSYS Group to furnish, the Accounting Firm with such information and records as the Accounting Firm may reasonably require and otherwise provide (and the Purchaser shall cause the GEOSYS Group to provide) the Accounting Firm with all reasonable cooperation so as to enable the Accounting Firm to confirm a determination of amounts under Section 2.3. The Accounting Firm shall only resolve the specific items in dispute, shall make its determination in accordance with the terms of this Agreement, and shall not assign a value greater than the greatest value for such item claimed by either Party or smaller than the smallest value for such item claimed by either Party. The cost of any fees payable to the Accounting Firm for its services in determining such amounts as contemplated herein shall be borne pro rata as between the Parties in proportion to the final determination made by the Accounting Firm of the disputed items weighted in relation to the claims made by each Party, such that the prevailing Party pays the lesser proportion of such fees. Any determination of amounts under Section 2.3 made by the Accounting Firm pursuant to a referral under this Section 2.4 shall be final and binding upon the Parties for all purposes hereof.

2.5 Section 56.4 Election

Purchaser and the Vendor intend that the conditions set out in subsection 56.4(7) of the ITA have been met such that subsection 56.4(5) of the ITA applies to any "restrictive covenants" (as defined in subsection 56.4(1) of the ITA) granted by the Vendor pursuant to the Non-Competition Agreement (in this Section 2.5, the "**Non-Competition Covenants**"). For greater certainty: (a) no proceeds will be attributable, allocable, received or receivable by the Vendor for granting the Non-Competition Covenants other than \$1.00; (b) the Non-Competition Covenants are integral to this Agreement and have been granted to maintain or preserve the fair market value of the Purchased Interest; and (c) the Purchaser would not purchase the Purchased Interest without having the benefit of the Non-Competition Covenants. Notwithstanding the foregoing, nothing in this Section 2.5 will diminish, limit or derogate from the validity or enforceability of any of the Non-Competition Covenants and the Vendor agrees that it will not assert or claim that this Section 2.5 diminishes, limits or derogates from the validity or enforceability of such Non-Competition Covenants in any manner whatsoever. The Vendor will make jointly with the Purchaser one or more elections pursuant to or in respect of subsection 56.4(7) of the ITA in the required manner and using a form prescribed for such purposes (if applicable) and otherwise reasonably acceptable to their respective counsels, as will cause subsection 56.4(5) of the ITA to apply to the Non-Competition Covenants granted by the Vendor. Such election will reflect that the Parties have allocated no consideration to the Non-Competition Covenants.

2.6 Allocation of Purchase Price

The Purchase Price, as adjusted, will be allocated among the Purchased Interest and the Acquired Platform Assets in accordance with the methodology to be agreed by the Purchaser and the Vendor in advance of the First Closing Date, acting reasonably (the “**Allocation Methodology**”). The parties shall report, act and file all Returns in all respects and for all purposes consistent with the Allocation Methodology, and no party shall take any position (whether in audits, Returns or otherwise) that is inconsistent with the Allocation Methodology except as otherwise required by applicable Laws. If and to the extent the Purchase Price is adjusted as contemplated in Section 2.3 or otherwise pursuant to this Agreement, then the allocation of the Purchase Price among the Purchased Interest will also be adjusted in accordance with the Allocation Methodology.

2.7 Withholding.

Purchaser, AcquireCo and their Affiliates will be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as the Purchaser, AcquireCo or their Affiliates are required to deduct and withhold with respect to the making of such payment under the Code, the ITA or any provision of applicable Law with respect to Taxes; provided that (except with respect to any compensatory payments made in connection with the transactions contemplated by this Agreement) before making any deduction or withholding pursuant to this Section 2.7, Purchaser, AcquireCo and their Affiliates shall (a) give the Vendor at least five days prior written notice of any anticipated deduction or withholding (together with any legal basis therefor), (b) provide the Vendor with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid such deduction or withholding, and (c) reasonably consult and cooperate with the Vendor in good faith to attempt to reduce or eliminate any amounts that would otherwise be deducted or withheld pursuant to this Section 2.7. To the extent that amounts are so withheld and remitted to the applicable taxing authority such withheld amounts will be treated for all purposes of this Agreement as having been paid under this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser and AcquireCo as follows and acknowledge that the Purchaser and AcquireCo are relying upon the accuracy of each of such representation and warranty in connection with the purchase of the Purchased Interest and the Acquired Platform Assets and completion of the other transactions contemplated hereunder:

- (a) **Organization and Qualification.** The Vendor is a limited liability company validly existing under the Laws of the State of Delaware and has the requisite limited liability company power and authority to own its assets as now owned and to carry on its business as now conducted. Each member of the GEOSYS Group is duly registered and is in good standing to conduct its affairs or do business, as applicable, in each jurisdiction in which the character of its assets, owned or leased, or the nature of its activities makes such registration necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect on such member of the GEOSYS Group. Copies of the constating documents of each member of the GEOSYS Group have been made available to the Purchaser, which included all amendments to date, are accurate and complete as of the date hereof and have not been amended or superseded.

- (b) **Power and Authority.** The Vendor has the requisite power and authority to execute this Agreement, and has the requisite power and authority to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by the Vendor of the transactions contemplated hereby have been duly authorized by its board of directors and shareholders (as applicable) of the Vendor, and no other proceedings on the part of the Vendor are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement and all documents contemplated by this Agreement to which the Vendor is a party have been, and will upon delivery be, duly executed and delivered by the Vendor, and, assuming due authorization, execution and delivery by each of the other parties hereto and thereto, constitutes, or will upon such delivery constitute, a legal, valid and binding obligation of the Vendor enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other Laws of general application relating to or affecting rights of creditors and as limited by the applicability of specific performance and other equitable remedies, whether at law or in equity (collectively, the “**Enforceability Exception**”).
- (c) **Compliance with Constatng Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement by the Vendor and the completion of the transactions contemplated hereby will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of the Vendor or any member of the GEOSYS Group under:
- (i) any term or provision of any of the articles, by-laws or other constating documents thereof;
 - (ii) the terms of any Contract to which the GEOSYS Group or any member thereof or the Vendor is a party or by which it is bound, in each case, which has resulted in, or would reasonably be expected to result in, a Material Adverse Change to the GEOSYS Group, taken as a whole; or
 - (iii) any term or provision of any of the material Licenses of the GEOSYS Group or any member thereof or the Vendor, or any order or judgment of any Governmental Agency or any Laws, in each case, in any material respect.
- (d) **Contractual and Regulatory Approvals.** Except as specified in Schedule 3.1(d) of the Vendor Disclosure Letter (the “**Required Authorizations**”), none of the Vendor nor any member of the GEOSYS Group is under any obligation, contractual or otherwise, to request or obtain the consent of any Person, and no Authorizations of, or notifications to, any Governmental Agency are required to be obtained by the Vendor nor any member of the GEOSYS Group:
- (i) in connection with the execution, delivery or performance by the Vendor of this Agreement and the consummation by the Vendor or the GEOSYS Group (as applicable) of the transactions contemplated herein, including the purchase and sale of the Purchased Interest and, as of the date hereof, the Acquired Platform Assets, except where the failure to obtain such Authorization would not have a material adverse effect on Vendor’s or the GEOSYS Group’s ability to consummate the transactions contemplated herein;

- (ii) to avoid the loss by any member of the GEOSYS Group of any material License held or used by such member of the GEOSYS Group; or
- (iii) in order that the authority, right and qualification of the GEOSYS Group to carry on the Business in the ordinary course and in the same manner as currently conducted remains in good standing and in full force and effect as of the date of the First Closing.

True and complete copies of any Contracts or Licenses under which the Vendor or the GEOSYS Group (or any of them) is obligated to request or obtain any such consent have been provided to the Purchaser prior to the date hereof.

- (e) **No Guarantees.** Neither the GEOSYS Group nor any member thereof is a party to or bound by any agreement of guarantee or any like commitment in respect of the obligations, known Liabilities or Indebtedness (limited to clauses (a), (c) and (d) of that defined term) of any Person (other than the GEOSYS Group or any member thereof).
- (f) **Title to Purchased Interest.** All interests comprising the Purchased Interest are validly issued and outstanding as fully paid and non-assessable stock in the capital of each legal entity comprising the Transferred Subsidiaries and Geosys LLC, respectively. As of the First Closing Date, the Vendor will own all of the Purchased Interest as the record and beneficial owner thereof with good and valid title, free and clear of all Encumbrances other than Permitted Encumbrances. As of the First Closing Date, Geosys LLC will hold all of the outstanding securities of Geosys France as the record and beneficial owner thereof with good and valid title, free and clear of all Encumbrances other than Permitted Encumbrances.
- (g) **Title to Platform Assets.** As of the First Closing Date, the Interim Owner will own all of the Platform Assets (excluding the R7 Product), free and clear of all Encumbrances other than Permitted Encumbrances.
- (h) **No Interest in Assets.** Except as may be contemplated in this Agreement or pursuant to the Interim License and Services Agreement or Long Term License and Services Agreement, at the First Closing Date the Vendor will have no interest, legal or beneficial, direct or indirect, in any shares of any member of the GEOSYS Group, other than the Purchased Interest.
- (i) **Shareholders' Agreements, etc.** There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any Purchased Interest.
- (j) **No Other Purchase Agreement or Commitments.** No Person has any agreement, option, warrant, understanding or commitment (written or, to the Knowledge of Vendor, verbal), or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such, including convertible securities, warrants or convertible obligations of any nature, for the purchase, acquisition, subscription, allotment or issuance of, or conversion into, any of the securities of the GEOSYS Group, including any Purchased Interest, or any of the Acquired Platform Assets, other than (i) as set forth in Schedule 3.1(j) of the Vendor Disclosure Letter, (ii) the Interim Owner pursuant to the Platform Assets Transfer, (iii) the Vendor pursuant to the Pre-Closing Reorganization, and (iv) the Purchaser's right under this Agreement.

- (k) **Authorized and Issued Capital.** No shares or other securities of any legal entity comprising the GEOSYS Group have been issued in violation of any Laws, the articles, by-laws or other constating documents of such legal entity of the GEOSYS Group or the terms of any shareholders' agreement, the pre-emptive rights of any person or any agreement to which any of them is a party or by which any of them is bound.
- (l) **Financial Statements.** The standards applied in the accounting underlying the Financial Statements and the Interim Financial Statements are in accordance with IFRS and are applied on a basis consistent with previous fiscal years. The Interim Financial Statements do not contain and are subject to (i) normal year-end adjustments and (ii) the absence of disclosures normally made in footnotes. There has been no Material Adverse Change since the date of the Interim Financial Statements.
- (m) **Subsidiaries and Other Interests.** Other than Geosys LLC, no member of the GEOSYS Group has any subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Person. No member of the GEOSYS Group is subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person, other than any such obligations between or among the GEOSYS Group.
- (n) **Partnerships or Joint Ventures.** No member of the GEOSYS Group is a partner or participant in any partnership, joint venture, profit-sharing arrangement or other similar association of any kind and is not a party to any agreement under which it agrees or agreed to carry on any part of a business or any other activity in such manner or by which it agrees or agreed to share any revenue or profit with any other Person.
- (o) **Licenses.** All of the Licenses of the GEOSYS Group that are listed in Schedule 1.1(yyy) of the Vendor Disclosure Letter are valid and subsisting and constitute all material Licenses required for the conduct of the Business as currently conducted. True and complete copies of the Licenses have been made available to the Purchaser prior to the date of this Agreement. Each member of the GEOSYS Group is in compliance, in all material respects, with all terms and conditions of its respective Licenses. There are no proceedings in progress, pending or, to the Knowledge of Vendor, threatened that would result in the revocation, cancellation or suspension of any of the Licenses.
- (p) **Intellectual Property.**
 - (i) Schedule 3.1(p) of the Vendor Disclosure Letter contains a true and complete list of all:
 - (A) registered Intellectual Property Rights (including patents, copyrights and Internet domain names) owned by the GEOSYS Group or any member thereof;
 - (B) pending patent applications and applications for registration of other Intellectual Property Rights owned or filed by the GEOSYS Group or any member thereof;
 - (C) Software owned by, licensed to, or used by the GEOSYS Group or any member thereof, other than Off-the-Shelf Software;

- (D) Publicly Available Software incorporated into, accessed by, interconnected with, otherwise functionally relied on by, or comprising or distributed with the Business Products;
 - (E) trade or corporate names, unregistered trademarks, and unregistered service marks owned by the GEOSYS Group or any member thereof;
 - (F) the Data Centre Assets; and
 - (G) any other material Intellectual Property Rights owned by any member of the GEOSYS Group.
- (ii) The registrations and applications for registration listed in Schedule 3.1(p) of the Vendor Disclosure Letter are subsisting, in good standing, and, to the Knowledge of Vendor, enforceable (subject to the Enforceability Exception) against Third Parties and are recorded, maintained and renewed in the name of the GEOSYS Group or a member thereof.
 - (iii) The GEOSYS Group or a member thereof (as applicable) owns and possesses all right, title and interest in and to, or has a valid and enforceable right to use pursuant to the licenses set forth in Schedule 3.1(p) of the Vendor Disclosure Letter, free and clear of all Encumbrances other than Permitted Encumbrances, the Intellectual Property Rights used in the operation of the Business as it currently is operated, conducted or maintained; provided, however that the foregoing is not intended to undermine the representation and warranty given in Section 3.1(w).
 - (iv) Each item of the Intellectual Property will be owned or available for use by AcquireCo on identical terms and conditions immediately after, and after giving effect to, the First Transaction without the need for any further right, license, permission or consent in respect thereof and the consummation of said transactions do not impair, alter or limit in any way such ownership rights, or licenses, except, for clarity, with respect to the R7 Product.
 - (v) Schedule 3.1(p) of the Vendor Disclosure Letter contains a complete list of all material licenses, agreements or arrangements, whether as licensor, licensee or otherwise, with respect to any such Intellectual Property Rights used in the operation of the Business as it currently is operated, conducted or maintained. No member of the GEOSYS Group has received any written notice that it is in default (or, with the giving of notice or lapse of time or both, would be in default) under any such licenses, agreements or arrangements.
 - (vi) Except as set forth in Schedule 3.1(p) of the Vendor Disclosure Letter, and in the Interim License and Services Agreement and Long Term License and Services Agreement, the GEOSYS Group and each member thereof are not obligated to pay any material royalties, fees or other compensation to any Person in respect of its ownership, use or license of any Intellectual Property.
 - (vii) Except as set forth in Schedule 3.1(p) of the Vendor Disclosure Letter:
 - (A) there are no claims against any member of the GEOSYS Group that were either made or are presently pending or, to the Knowledge of Vendor, threatened, asserting the invalidity, misappropriation, or unenforceability

of any of the Intellectual Property owned or used by the GEOSYS Group or any member thereof or challenging the ownership thereof;

- (B) no member of the GEOSYS Group has infringed, misappropriated or otherwise conflicted with, and the Business, as it has historically been over the last 3 years and currently is operated, conducted or maintained, does not infringe, misappropriate or conflict with, any Intellectual Property Rights of other Persons. No member of the GEOSYS Group has received any written notices regarding any of the foregoing (including any demands or offers to license any Intellectual Property Rights from any other Person); and
 - (C) to the Knowledge of Vendor, no Third Party has infringed, misappropriated or otherwise conflicted with any of the Intellectual Property Rights used in the operation of the Business as it currently is operated, conducted or maintained and was operated, conducted and maintained for the 12 months prior to the date hereof.
- (viii) The Intellectual Property owned by the GEOSYS Group or any member thereof has not been developed with the assistance or use of any funding from any Governmental Agency.
 - (ix) Except as set forth in Schedule 3.1(p) of the Vendor Disclosure Letter, all current employees and consultants of any member of the GEOSYS Group whose duties or responsibilities relate to the development, creation or conception of Intellectual Property have entered into confidentiality, intellectual property assignment and proprietary information agreements with and in favour of a member of the GEOSYS Group or are subject to “work made for hire” (as that phrase is used under copyright law) or “hired to invent” (as that phrase is used under patent law) rules. Each such Person is either subject to “work made for hire” or “hired to invent” rules or has assigned all right, title and interest that such Person may possess in and to the Intellectual Property developed, created or conceived by such Person in favour a member of the GEOSYS Group. To the Knowledge of Vendor, no such Persons are in violation of any term of any employment or consulting contract, confidentiality agreement, proprietary information agreement, intellectual property assignment, non-competition agreement, or any other contract or agreement relating to the relationship of any such Person with a member of the GEOSYS Group.
 - (x) Except as set forth in Schedule 3.1(p) of the Vendor Disclosure Letter, none of the Business Products incorporate, access, interconnect to, functionally rely on or is comprised of or distributed with any Publicly Available Software.
 - (xi) The GEOSYS Group is in actual possession of each element, item or part of the Business Products. All copies of the Business Products have been distributed or licensed solely by way of object code or access as a service. Except as set forth in Schedule 3.1(p) of the Vendor Disclosure Letter, no Third Party has any right, title or interest in or to the Business Products permitting or entitling it to demand, use or access any source code of any of the Business Products.

- (xii) The Business Products offer the benefit of maintenance agreements. The Business Products have adequate capability and capacity for the current requirements of the Business for the data processing, data storage and other computing functions required to be performed to operate the Business as currently conducted. The GEOSYS Group has taken commercially reasonable actions to protect against any computer viruses, worms, back doors or other devices or techniques which could improperly and without the authorization of the GEOSYS Group interfere with, cause harm to, cause information disclosure or loss, or otherwise disrupt the operation or use of the Business Products. To the Knowledge of Vendor, the GEOSYS Group has not experienced any unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction of any information in the last 3years.
- (xiii) The GEOSYS Group has and maintains back-up systems and disaster recovery and business continuity plans, consistent with applicable Laws, with a view to ensuring the continuing availability of the functionality provided by the Business Products in the event of any disaster affecting the Business Products.
- (xiv) Except as set forth in Schedule 3.1(p) of the Vendor Disclosure Letter, there has been no material unplanned downtime or material service interruption with respect to the Business Products in the last 3 years.
- (q) **Financial Records.** The Financial Statements have been prepared from, and are in accordance with, the applicable financial books and records of each member of the GEOSYS Group, which financial books and records have been regularly kept and maintained in accordance with such member's normal and customary practices. No information, records or systems pertaining to the operation or administration of the Business or the affairs of the GEOSYS Group are in the possession of, recorded, stored, maintained by or otherwise dependent upon any other Person who is not an Affiliate of the Vendor, other than any offsite storage, backup or disaster recovery arrangements with Third Parties in the ordinary course of the Business or payroll, benefits, bookkeeping and accounting Third Party service providers in the ordinary course of the Business.
- (r) **Employment, Consultant and Officer Obligations.** The GEOSYS Group has made available to the Purchaser Benefit Plans, all employment or consulting services agreements between the GEOSYS Group and the Employees, all termination, severance, change of control agreement, bonus and retention agreements, plans or policies of the GEOSYS Group and each member thereof, and all agreements, plans or policies pursuant to which residual payments or loyalty payments are or would be payable, all of which are listed in Schedule 3.1(r) of the Vendor Disclosure Letter. The execution or delivery of this Agreement or the fulfillment of or compliance with the terms of this Agreement or the consummation of any of the transactions or other matters contemplated in this Agreement, disregarding any termination of employment which may occur on or after the First Closing Date, will not (either alone or in combination with another event):
 - (i) result in any material payment or benefit (including bonus, golden parachute, retirement, severance, or other benefit or enhanced benefit) becoming due or payable to any present or former Employee, director or consultant of any member of the GEOSYS Group, including under any Benefit Plan;

- (ii) result in the acceleration of the time of payment or vesting or result in any funding of any material benefits otherwise payable, including under any Benefit Plan; or
- (iii) result in any forgiveness of Indebtedness or obligation to fund benefits with respect to any such any present or former Employee, director or consultant of any member of the GEOSYS Group.

(s) **Benefit Plans.**

- (i) Schedule 3.1(s) of the Vendor Disclosure Letter sets forth all material Benefit Plans. Since January 1, 2015, all Benefit Plans have been, and are currently in compliance in all material respects with all applicable Laws, including but not limited to the *Employee Retirement Income Security Act of 1974* (“ERISA”), the Code, the *Patient Protection and Affordable Care Act* (“PPACA”) and the *Health Insurance Portability and Accountability Act* (“HIPAA”), and no event has occurred and no condition exists in each case, to the Knowledge of Vendor, that has subjected any member of GEOSYS Group to any material tax, fine, lien, penalty or other liability imposed by ERISA, the Code or any other applicable Laws that has not been fully paid. There are no material underfunding Liabilities with respect to any of the Benefit Plans. No Benefit Plan is currently under audit or review by any governmental agency and, to the Knowledge of Vendor, no such audit or review has been threatened. No charge, complaint, or proceeding with respect to any Benefit Plan is pending or, to the Knowledge of Vendor, has been threatened against any such Benefit Plan (other than routine claims for benefits). No member of the GEOSYS Group is in material default under or in violation of any of the Benefit Plans. There has been no “prohibited transaction”, as such term is defined in Section 4975 of the Code or Section 406 of ERISA, which would subject any Benefit Plan or associated trust, or the GEOSYS Group, or the Purchaser or its Affiliates, to any Taxes or penalty. No member of the GEOSYS Group has any material Liabilities under ERISA, the Code or other applicable law as a result of its being a member of a group described in Sections 414(b), (c), (m) or (o) of the Code.
- (ii) The GEOSYS Group and each member thereof has made or will make all required contributions and paid in full all required insurance premiums and other required payments with regard to the Benefit Plans for policy or plan years or other applicable periods ending on or before the First Closing Date to the extent due or owing on or before the First Closing Date.
- (iii) None of the Benefit Plans is:
 - (A) a pension plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, including, a “multiemployer plan” (as defined in Section 3(37) of ERISA);
 - (B) a “multiple employer welfare arrangement” (as defined in Section 3(40) of ERISA);
 - (C) a “multiple employer plan” (as defined in Section 413(c) of the Code);

- (D) a “welfare benefit trust” or “voluntary employees beneficiary association” within the meaning of Sections 419, 419A or 501(a)(9) of the Code; or
- (E) a plan or arrangement providing for, post-employment health or life insurance benefits or coverage, or any other retiree welfare benefits for any current or former employee, officer, manager, director, or consultant of any member of the GEOSYS Group, or any of their respective beneficiaries (other than as required under Section 4980B of the Code (or similar applicable Laws of the United States or any state thereof), and at the sole expense of such individual; and

neither GEOSYS nor any other member of the GEOSYS Group, nor, to the Knowledge of Vendor, any Person that, at any relevant time, is or has been treated as a single employer with any member of the GEOSYS Group for purposes of Section 414(b), (c), (m) or (o) of the Code has, in the past six (6) years, sponsored or contributed to, or had any Liability in respect of any plan or arrangement described in clauses (A) through (E) of the foregoing.

- (iv) Each Benefit Plan intended to qualify under Section 401(a) of the Code and each trust intended to qualify under Section 501(a) of the Code has received a favorable determination letter or is subject to an advisory opinion from the Internal Revenue Service, or is within the applicable remedial amendment period under Section 401(b) of the Code for purposes of obtaining an updated favorable determination letter, and, to the Knowledge of Vendor, no act or omission has occurred that would adversely affect its qualification and, with respect to each Benefit Plan, all filings and reports required to have been submitted to the Internal Revenue Service, the Department of Labor or any other governmental agency have been timely submitted.
- (v) No condition exists that would prevent any member of GEOSYS Group from amending or terminating any Benefit Plan without liability to such member (other than for benefits accrued at the time of termination), and the GEOSYS Group has expressly reserved the right to amend, modify or terminate any Benefit Plan, or any portion of it, and, has made no representations (whether orally or in writing) which would conflict with or contradict such reservation or right.
- (vi) With respect to each Benefit Plan that is mandated by a governmental agency other than the United States or subject to the laws of a jurisdiction outside of the United States (each, a “**Foreign Plan**”), the fair market value of the assets of each funded Foreign Plan, the liability of each insurer for any Foreign Plan funded through insurance or the book reserve established for any Foreign Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations, as of the date of this Agreement, with respect to all current and former participants in such Foreign Plan according to the actuarial assumptions and valuations most recently used to determine employer contributions to such Foreign Plan, and no transaction contemplated by this Agreement shall cause such assets or insurance obligations to be less than such benefit obligations, and each Foreign Plan has been maintained, funded and operated in all material respects in accordance with the applicable plan document and all applicable laws and other requirements, and if intended to be registered or qualify for special tax or social

security treatment, satisfies all requirements for such treatment. No Foreign Plan is a defined benefit pension plan.

(t) **Labour Relations and Employment**

- (i) No union or association of employees is certified or recognized as the collective bargaining representative of any GEOSYS Group employees or, to the Knowledge of Vendor, has, in the past three (3) years, engaged in negotiations regarding terms and conditions of employment of such employees. With respect to employees of the GEOSYS Group: (A) no labor-related strikes, walkouts, lockouts, slow downs, work-stoppages, picketing or similar labor disputes or activities are pending or, to the Knowledge of Vendor, threatened, nor have there been any such disputes or activities within the past three (3) years; and (B) there are no pending or, to the Knowledge of Vendor, threatened union organizing activities or attempts to organize and, to the Knowledge of Vendor, no labor union or group of employees has made a written demand to an executive officer of any GEOSYS Group entity for recognition or certification and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of Vendor, threatened to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority, nor have there been any such activities within the past three (3) years.
- (ii) The GEOSYS Group is in compliance, in all material respects, with all applicable Laws governing employment and employee relations, including Laws relating to employment discrimination, civil rights, equal pay, wages, hours, overtime pay, leaves of absence, collective bargaining and labor relations, occupational safety and health, workers' compensation, immigration, or the withholding and payment of income, social security (FICA) or similar Taxes, and any similar Laws of any foreign jurisdiction. No suits, charges or administrative proceedings relating to any such Law will be pending as of the date hereof. To the Knowledge of Vendor, no suit, charge or administrative investigation alleging a violation of any such applicable Law has been threatened.
- (iii) As of the date hereof, the GEOSYS Group has not engaged in any plant closing, mass layoff or other action related to any employee that has resulted or is reasonably likely to result in liability under the Worker Adjustment and Retraining Notification Act of 1988, or under any comparable Law of a state or a foreign jurisdiction, and has not issued any notice that any such action is to occur in the future.
- (iv) The GEOSYS Group is in compliance, in all material respects, with the Immigration Reform and Control Act, and has in its files properly completed copies of Form I-9 for all employees with respect to whom that form is required.
- (v) The GEOSYS Group has no workers' compensation liabilities with respect to employees that are not covered by insurance or accrued for in the Balance Sheet.
- (u) **Liabilities.** There are no Liabilities of the GEOSYS Group or any member thereof of any kind whatsoever, and there is no basis for assertion against any member of the GEOSYS Group of any Liabilities of any kind, other than:

- (i) Liabilities disclosed or reflected in or provided for in the Financial Statements;
 - (ii) Current Liabilities incurred since the date of the Financial Statements which were incurred in the ordinary course of business;
 - (iii) Liabilities that would not reasonably be expected to be material to the GEOSYS Group, taken as a whole;
 - (iv) Liabilities arising under applicable Law or executing Contracts (none of which arise from breach by GEOSYS Group); or
 - (v) other Liabilities disclosed in this Agreement or in the Schedule 3.1(u) of the Vendor Disclosure Letter.
- (v) **Title to Assets.** Each member of the GEOSYS Group (as applicable) is the owner of and has good title to the material tangible personal properties and assets reflected in the Financial Statements or acquired by the Vendor since the date of the Interim Financial Statements, free and clear of all Encumbrances whatsoever, except for:
- (i) the tangible personal properties and assets disposed of, utilized or consumed by the GEOSYS Group since the date of the Interim Financial Statements in the ordinary course of business;
 - (ii) the Encumbrances described in Schedule 3.1(v)(ii) of the Vendor Disclosure Letter, which will be discharged on or prior to the First Closing Time;
 - (iii) Permitted Encumbrances; and
 - (iv) as otherwise disclosed in Schedule 3.1(v)(iv) of the Vendor Disclosure Letter.
- Except as described in Schedule 3.1(v) of the Vendor Disclosure Letter, no other Person owns any assets that are material to the operation of the Business and there are no agreements or commitments to purchase any such material assets by or from the GEOSYS Group, other than in the ordinary course of business.
- (w) **Sufficiency of Assets.** The business carried on by the GEOSYS Group is limited to the Business and matters ancillary thereto. The GEOSYS Group and each member thereof (as applicable) owns or leases or licenses all material assets and properties necessary to conduct the Business, including the Business Products. Such assets and properties are sufficient for the continued conduct of the Business immediately after the First Closing in substantially the same manner as the Business has been conducted by the GEOSYS Group during the 12 months prior to the date hereof, in all material respects.
- (x) **Indebtedness.** Except as disclosed in this Agreement, the Vendor Disclosure Letter or the Financial Statements, neither the GEOSYS Group nor any member thereof has any Indebtedness in excess of \$100,000, and neither the GEOSYS Group nor any member thereof is under any obligation to create or issue any bonds, debentures, mortgages, promissory notes or other Indebtedness in excess of \$100,000.
- (y) **Litigation.** Except for the matters referred to in Schedule 3.1(y) of the Vendor Disclosure Letter, there are no actions, suits or proceedings, judicial or administrative, pending or, to the Knowledge of Vendor, threatened, against the Vendor or any member of the GEOSYS

Group, at law or in equity, that (i) if decided adversely to the Vendor or any member of the GEOSYS Group would impose the GEOSYS Group to liabilities in excess \$100,000; or (ii) would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby.

- (z) **Accounts Receivable.** The Accounts Receivable in the Financial Statements and all Accounts Receivable arising since the date of the Interim Financial Statements arose from bona fide transactions in the ordinary course of business and are, to the Knowledge of Vendor, valid and enforceable (subject to a reasonable allowance, consistent with past practice, for doubtful accounts as reflected in the Financial Statements). The Accounts Receivable are not, to the Knowledge of Vendor, subject to any set-off or counterclaim.
- (aa) **Customers.** A list of the 20 largest current customers of the GEOSYS Group is contained in Schedule 3.1(aa) of the Vendor Disclosure Letter. The GEOSYS Group have taken commercially reasonable precautions to keep the customer lists confidential and to restrict the distribution of such lists to the GEOSYS Group's bankers, Employees and advisors who are subject to confidentiality restrictions in respect of such lists. With respect to the customers listed on Schedule 3.1(aa) of the Vendor Disclosure Letter, except as disclosed in Schedule 3.1(aa) of the Vendor Disclosure Letter: (i) since the date of the Interim Financial Statements, there has been no termination or cancellation of, and no material modification or change in, any business relationship of the GEOSYS Group with any such customer, other than in the ordinary course of business, and (ii) to the Knowledge of Vendor, no such customer intends to cease doing business with the GEOSYS Group. Notwithstanding anything in this Section 3.1(aa), the Vendor expressly disclaims all representations and warranties as to whether any customer will decline to continue business after the date hereof for reasons relating to the Purchaser, rather than the Business itself.
- (bb) **Tax Matters.**
 - (i) **Taxes and Tax Returns.** All members of GEOSYS Group have duly filed or caused to be filed in the prescribed manner with the appropriate Governmental Agency and within the prescribed time all Returns required to be filed by them and such Returns are correct and complete in all material respects. All federal, income, VAT and other material Tax liabilities due and payable by or with respect to the income, assets or operations of any member of the GEOSYS Group including any installments in respect thereof and all required remittances (whether or not shown on a Return) have been timely paid in full.
 - (ii) **Liabilities for Taxes.** Adequate provision has been made in the Financial Statements for all Taxes payable by GEOSYS Group for all relevant periods prior to the respective dates of the Financial Statements (and will be accrued, adequately disclosed and fully provided for in accordance with IFRS prior to the First Closing Date for all Pre-Closing Tax Periods) including all Taxes which are not yet due and payable or for which Returns are not yet required to be filed and where applicable, accruals for deferred taxes payable. There is no Legal Proceeding, re-assessment, request for information or audit outstanding or, to the Knowledge of Vendor, threatened against or related to any member of GEOSYS Group with respect to Taxes or any matters under discussion with any Governmental Agency relating to Taxes, nor has any member of GEOSYS Group received any written notices from any Governmental Agency relating to an issue which affects the Tax liability of any member of GEOSYS Group. No member of the GEOSYS Group

has a permanent establishment or other fixed place of business in any country other than in the country of its incorporation.

- (iii) **Waiver.** No member of GEOSYS Group is the subject of a tax ruling and there are no agreements, waivers or other arrangements (and no such agreement, waiver or other arrangement has been requested by Vendor or any member of the GEOSYS Group) providing for an extension of time with respect to any assessment or reassessment of Taxes, the filing of any Return or the payment or collection of any Taxes by any member of GEOSYS Group.
- (iv) **No Tax Agreements.** No member of GEOSYS Group:
 - (A) has been included in any “consolidated,” “unitary” or “combined” Return provided for under the Law of the United States, any non-U.S. jurisdiction or any state, province, prefect or locality with respect to taxes for any taxable period for which the statute of limitations has not expired;
 - (B) has any liability for Taxes of any Person under (i) Treasury Regulation Section 1.1502-6 (or similar provision of state, local, or non-U.S. Law), (ii) as a transferee, or successor, (iii) by contract, or (iv) otherwise, other than contracts the primary purpose of which does not relate to Taxes; or
 - (C) is party to any tax sharing agreement, tax indemnification agreement, tax allocation agreement or other agreement or arrangement with respect to Taxes, other than contracts entered into in the ordinary course of business the primary purpose of which does not relate to Taxes.
- (v) **Withholding and Instalments.** Each member of GEOSYS Group has withheld from each payment made by it or otherwise collected or deducted the amount of all Taxes required under any applicable Laws to be withheld, collected or deducted, and will continue to do so until the First Closing Time, and has remitted all such amounts withheld, collected or deducted and due and payable before the date hereof to the relevant Governmental Agency within the time prescribed under any applicable Laws including all Taxes required to have been withheld, collected and paid in connection with: (A) amounts paid, credited or owing (including by way of issuances of membership interests or shares, as applicable) to any Employee, independent contractor, non-resident of the applicable jurisdiction, creditor, shareholder, or other Third Party; and (B) goods and services received from or provided to any Person.
- (vi) **Documents Provided.** Each member of GEOSYS Group has made available to the Purchaser copies of all Returns thereof for taxation years or taxable periods for which the applicable limitation period has not expired, all elections, designations, notices of determination of loss, and communications relating thereto from any Governmental Agency under or pursuant to any Laws, and the response, if any, of the GEOSYS Group members to such communication.
- (vii) **Non-Arm’s Length Transactions.** All related party transactions involving any member of the GEOSYS Group have been conducted at arm’s length in compliance with Section 482 of the Code and the Treasury Regulations promulgated thereunder and any comparable provisions of any other Law.

- (viii) **Inclusions and Deductions.** No member of GEOSYS Group will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the First Closing Time as a result of any of the following in existence prior to the First Closing Time:
- (A) change in method of accounting, including under Section 481 of the Code or the corresponding Laws of any nation, state or locality;
 - (B) any agreement with a Governmental Agency, including a “closing agreement” as described in Section 7121 of the Code (or any corresponding provision of state, local or non-U.S. Law);
 - (C) instalment sale or open transaction;
 - (D) prepaid amount;
 - (E) an intercompany item under Treasury Regulation Section 1.1502-13 (or any corresponding provision of state, local or non-U.S. Law), an excess loss account under Treasury Regulation Section 1.1502-19 (or any corresponding provision of state, local or non-U.S. Law), or otherwise in connection with ceasing to be a member of an affiliated group (as that term is defined in Section 1504(a) of the Code) or ceasing to be a member of a combined, consolidated, unitary or other group under similar provisions of state, local or non-U.S. Tax Law; or
 - (F) indebtedness discharged in connection with any election under Section 108(i) of the Code or any analogous provision of state, local or non-U.S. Law.
- (ix) **Material Payments.** Except as set forth on Schedule 3.1(bb)(ix) of the Vendor Disclosure Letter, no member of GEOSYS Group is a party to any contract, plan or agreement, which, individually or collectively with respect to any Person, would obligate it to make any payment as a result of or in connection with the transactions contemplated by this Agreement that will not be deductible by reason of Section 280G or that would be subject to an excise Tax by reason of Section 4999 of the Code.
- (x) **Distributed Securities.** During the five-year period ending on the date of this Agreement, no member of GEOSYS Group was a distributing or controlled corporation in a transaction that was purported or intended to be governed in whole or in part by Section 355 or 361 of the Code.
- (xi) **Reportable Transactions.** No member of GEOSYS Group is or has been a party to any “listed transaction” within the meaning of Section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b)(2).
- (xii) **Tax Encumbrances.** There are no Encumbrances relating to Taxes upon the assets of any member of GEOSYS Group other than Encumbrances for Taxes not yet due and payable or that are being contested in good faith for which adequate reserves have been established in accordance with IFRS on the Financial Statements.

- (xiii) **Tax Claims.** To the Knowledge of Vendor, no Claim has been made in writing by a Governmental Agency in a jurisdiction where any member of GEOSYS Group does not file Returns asserting that the member of GEOSYS Group is or may be subject to Taxes imposed by that jurisdiction or required to file a Return in that jurisdiction.
- (xiv) **No Partnership.** No member of the GEOSYS Group is a party to or a partner in any joint venture, partnership or other arrangement or contract that is treated as a partnership for United States federal income tax purposes.
- (xv) **U.S. Tax Classification.** Each of Geosys LLC, Geosys France, Geosys Swiss, and Geosys Australia is and has been since its formation an entity that is disregarded for U.S. federal income tax purposes. Immediately after the Pre-Closing Reorganization, Geosys Brazil will be an entity that is disregarded for U.S. federal income tax purposes. Geosys US is and has been since its formation an association taxed as a corporation for U.S. federal income tax purposes.
- (cc) **Canadian Tax Matters.** The Vendor acknowledges that, in respect of the indirect acquisition of all of the outstanding securities of Geosys France and Geosys Swiss, the Purchaser and its Affiliates intend to implement one or more reorganization transactions following the First Closing Date for the purposes of obtaining a “tax basis bump” pursuant to the provisions of paragraph 88(1)(d) of the ITA (the “**Tax Basis Bump**”) and further represents and warrants that:
 - (i) neither it nor its wholly-owned or majority-owned subsidiaries beneficially own any shares (or securities convertible or exchangeable into shares) of the Purchaser and will not, at any time prior to the First Closing Date, acquire any such shares or convertible securities; and
 - (ii) no single Person, or group of Persons acting collectively or in concert, directly or indirectly, beneficially owns 10% or more of the outstanding shares or membership interests of any class of the Vendor (or securities convertible or exchangeable into such shares or membership interests).
- (dd) **Material Contracts.** Schedule 3.1(dd) of the Vendor Disclosure Letter contains a complete and accurate list of all Material Contracts (identifying specifically which part of the definition of Material Contract such disclosure is responsive) to which any member of GEOSYS Group is a party or otherwise bound as of the date of this Agreement and which has not been fully performed by the parties thereto as of the date of this Agreement. With respect to the Material Contracts:
 - (i) each member of the GEOSYS Group has performed in all material respects all material obligations required to be performed by it to date under the Material Contracts, and, to the Knowledge of Vendor: (A) there are no defaults by any other party thereto, and (B) no event has occurred (or failed to occur) that, with the passing of time or the giving of notice or both would constitute a default by such GEOSYS Group member under any such Material Contract, including the consummation of the transactions contemplated by this Agreement; and

- (ii) each Material Contract is in full force and effect and is enforceable against such GEOSYS Group member that is a party thereto in accordance with its terms, subject to the Enforceability Exception.
- (ee) **Real Property.** No member of the GEOSYS Group owns any real property. Schedule 3.1(ee) of the Vendor Disclosure Letter sets forth the address of each parcel of real estate leased by any member of the GEOSYS Group (“**Leased Real Property**”), and a true and complete list of all leases (including all amendments, extensions, renewals, guaranties and other Contracts with respect thereto) for each such Leased Real Property (including the date and name of the parties to such lease or license document). The Vendor has made available to the Purchaser a true and complete copy of each such lease document. Except as set forth on Schedule 3.1(ee) of the Vendor Disclosure Letter, with respect to each of the leases:
 - (i) such lease is in full force and effect and enforceable by the member of the GEOSYS Group which is a party thereto in accordance with its terms, subject to the Enforceability Exception;
 - (ii) no GEOSYS Group member has any material disputes with respect to such lease;
 - (iii) neither the GEOSYS Group nor, to the Knowledge of Vendor, any other party to the lease is in material breach or material default under such lease that would, individually or in the aggregate, materially impair or be reasonably likely to materially impair the continued use and operation of such Leased Real Property to which they relate in the conduct of the Business as presently conducted, and, to the Knowledge of Vendor, no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a material breach or material default, or permit the termination, modification or acceleration of rent under such lease;
 - (iv) no security deposit or portion thereof deposited with respect to such lease has been applied in respect of a breach or default under such lease which has not been redeposited in full;
 - (v) no member of the GEOSYS Group owes any brokerage commissions or finder’s fees with respect to such lease;
 - (vi) the GEOSYS Group has not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof; and
 - (vii) the GEOSYS Group has not collaterally assigned or granted any other security interest in such lease or any interest therein.
- (ff) **Compliance with Law.** The members of the GEOSYS Group have, since January 1, 2016, complied in all material respects, and are now in compliance in all material respects, with all applicable Laws including, without limiting the generality of the foregoing, all Laws related to the collection, use and retention of Personal Information and all Anti-Bribery Laws. The Business as currently conducted does not, or as previously conducted, did not, involve the use or development of, or activities involving, technology the development, commercialization or export of which is restricted by any Law, and no material approval or any material Authorization from or by any Governmental Agency regulating the

development, commercialization or export of technology is or has been required to conduct the Business. None of the representations and warranties contained in this Section 3.1(ff) shall be deemed to relate to employee benefit matters (which are governed by Section 3.1(s)), labour relations and employment matters (which are governed by Section 3.1(t)), Tax matters (which are governed by Section 3.1(bb)), or environmental matters (which are governed by Section 3.1(gg)).

(gg) **Environmental Matters.**

- (i) all Hazardous Materials of the GEOSYS Group have been disposed of in material compliance with all Environmental Laws;
- (ii) no member of the GEOSYS Group has received any material notice of any noncompliance of the Leased Real Property, or any past or present operations, with Environmental Laws;
- (iii) no notices, administrative actions, or suits are pending or, to the Knowledge of Vendor, threatened, relating to an actual or alleged violation of any applicable Environmental Laws by any member of the GEOSYS Group;
- (iv) to the Knowledge of Vendor, no member of the GEOSYS Group is a potentially responsible party under the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or any analogous state, local, or foreign Laws arising out of events occurring prior to the date hereof;
- (v) to the Knowledge of Vendor, there are not any Hazardous Materials on, under, or migrating to or from any of the Leased Real Property; and
- (vi) to the Knowledge of Vendor, there are not any underground tanks or underground improvements at, on or under any Leased Real Property, including treatment or storage tanks, sumps, or water, gas or oil wells; and
- (vii) since January 1, 2016, the GEOSYS Group's activities conducted with respect to the Business or on the Leased Real Property have complied in all material respects with all material applicable Environmental Laws.

- (hh) **Disclaimer of Warranties; Non-Reliance.** Except for the representations and warranties contained in this Agreement (including the related schedules of the Vendor Disclosure Letter), the Vendor has not made nor makes any other express or implied representation or warranty, either written or oral, including any representation or warranty as to the accuracy or completeness of any information regarding the Business or the GEOSYS Group or their respective businesses, assets, operations, liabilities, condition (financial or otherwise) or prospects, and the Vendor hereby disclaims any such other representations or warranties. In particular, except for the representations and warranties contained in this Agreement (including the related schedules of the Vendor Disclosure Letter), none of the GEOSYS Group, the Vendor or any other Person has made or makes any representation or warranty with respect to (a) any financial projections, forecasts, estimates or budgets of future revenues, future results of operations, future cash flows or future financial condition or other prospective information relating to the Business or the GEOSYS Group or their respective businesses or operations (or any component of any of the foregoing) or (b) any oral or written information furnished or made available to the Purchaser or AcquireCo or

any of their representatives in the course of their due diligence investigation of the GEOSYS Group, the Business, the negotiation of the Agreement or the consummation of the transactions contemplate hereby, including the accuracy, completeness or currency thereof, and none of the GEOSYS Group, the Vendor or any other Person shall have any liability to the Purchaser, AcquireCo or any other Person in respect of such information, including any subsequent use of such information, except in the case of fraud. The Vendor represents, warrants, acknowledges and agrees that the representations and warranties of the Purchaser and AcquireCo set forth in this Agreement constitute the sole and exclusive representations of the Purchaser and AcquireCo. Except for the representations and warranties of the Purchaser and AcquireCo set forth in this Agreement, (i) the Purchaser and AcquireCo expressly disclaim all representations and warranties, express or implied, and (ii) the Vendor is not relying and have not relied on the accuracy or completeness of any representations and warranties, statements, information, documents, promises, covenants or agreements of any nature, oral or written, past, present or future.

3.2 Representations and Warranties of the Purchaser and AcquireCo

The Purchaser and AcquireCo jointly and severally represent and warrant to the Vendor as follows and acknowledge that the Vendor is relying upon the accuracy of each of such representations and warranties in connection with the sale of the Purchased Interest by the Vendor to AcquireCo and the transfer of the Acquired Platform Assets by the Interim Owner to AcquireCo and the completion of the other transactions contemplated hereunder:

- (a) **Organization and Qualification.** Each of the Purchaser and AcquireCo is a corporation duly incorporated or amalgamated, as applicable, and validly existing under the Laws of its jurisdiction of incorporation and has the requisite corporate power and authority to own its assets as now owned and to carry on its business as now conducted. Each of the Purchaser and AcquireCo is duly registered and is in good standing to conduct its affairs or do business, as applicable, in each jurisdiction in which the character of its assets, owned or leased, or the nature of its activities makes such registration necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect on the Purchaser or AcquireCo, as applicable. Copies of the constating documents of the Purchaser and AcquireCo have been made available to the Vendor, which included all amendments to date, are accurate and complete as of the date hereof and have not been amended or superseded.
- (b) **Power and Authority.** Each of the Purchaser and AcquireCo has the requisite power and authority to execute this Agreement, and has the requisite power and authority to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by the Purchaser and AcquireCo (as applicable) of the transactions contemplated hereby have been duly authorized by the respective board of directors and shareholders (as applicable) of each of the Purchaser and AcquireCo, and no other proceedings on the part of the Purchaser or AcquireCo are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement and all documents contemplated by this Agreement to which either of the Purchaser and AcquireCo is a party have been, or will upon delivery be, duly executed and delivered by the Purchaser and AcquireCo (as applicable), and, assuming due authorization, execution and delivery by each of the parties hereto and thereto, constitutes, or will upon such delivery constitute, a legal, valid and binding obligation of the Purchaser or AcquireCo (as applicable) enforceable against it in accordance with its terms, subject to the Enforceability Exception.

- (c) **Compliance with Constatating Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement by the Purchaser and AcquireCo and the completion of the transactions contemplated hereby will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of Purchaser or AcquireCo under:
- (i) any term or provision of any of the articles, by-laws or other constating documents thereof;
 - (ii) the terms of any Contract to which the Purchaser or AcquireCo is a party or by which it is bound which would, or could reasonably be expected to, result in a Material Adverse Change to the Purchaser or AcquireCo; or
 - (iii) any term or provision of any of the material Licenses of the Purchaser or AcquireCo, or any order or judgment of any Governmental Agency or any Laws.
- (d) **Contractual and Regulatory Approvals.** Neither the Purchaser nor AcquireCo is under any obligation, contractual or otherwise, to request or obtain the consent of any Person, and no Licenses or Authorizations of, or notifications to, any Governmental Agency are required to be obtained by the Purchaser or AcquireCo in connection with the execution, delivery or performance by the Purchaser and AcquireCo of this Agreement or the completion of any of the transactions contemplated herein, including the purchase and sale of the Purchased Interest and the Acquired Platform Assets.
- (e) **Financial Capability.** The Purchaser (i) currently has, or will have as of each installment payment date, sufficient funds available to pay all amounts to be paid by Purchaser in connection with this Agreement and the transactions contemplated hereby; and (ii) at the First Closing and the Second Closing, will have the resources and capabilities (financial or otherwise) to perform its obligations under this Agreement.
- (f) **Investment Intent.** AcquireCo is acquiring the Purchased Interest as an investment for its own account and not with a view to the distribution thereof. The Purchaser acknowledges that the Purchased Interest has not been registered under federal, state or foreign securities laws and that the Purchased Interest may not be sold, transferred, assigned, pledged, or hypothecated unless such transfer, sale, assignment, pledge, or hypothecation is pursuant to the terms of an effective registration statement under applicable securities Laws or sold pursuant to an exemption from registration under such applicable Laws.
- (g) **Litigation.** There is no Legal Proceeding against the Purchaser or AcquireCo pending or threatened in writing, with respect to the validity of this Agreement or any documents contemplated by this Agreement to which either of the Purchaser and AcquireCo is or will be a party, or of any action taken or to be taken by the Purchaser or AcquireCo in connection with this Agreement or any documents contemplated by this Agreement to which either of the Purchaser and AcquireCo is or will be a party or the transactions contemplated hereby or thereby.
- (h) **Non-Reliance.** Each of the Purchaser and AcquireCo represents, warrants, acknowledges and agrees that (the representations and warranties of the Vendor set forth in this Agreement constitute the sole and exclusive representations of the Vendor with respect to the Business and the GEOSYS Group and the Purchaser and AcquireCo acknowledge that they are relying on such representations and warranties in entering into the transactions

contemplated hereby, as well as their own investigation and analysis. Except for the representations and warranties of the Vendor set forth in this Agreement, (i) the Vendor expressly disclaims all representations and warranties, express or implied, with respect to the Business, the GEOSYS Group, the Purchased Interest and the Acquired Platform Assets, (ii) the Purchaser and AcquireCo are not relying and have not relied on the accuracy or completeness of any representations and warranties, statements, information, documents, promises, covenants or agreements of any nature, oral or written, past, present or future, including any representations or warranties, express or implied, as to the accuracy or completeness of any other information, made by, made available by, or on behalf of the Vendor or any of its Affiliates or any other Person, and (iii) neither the Vendor nor any of its Affiliates nor any other Person, directly or indirectly, is making nor has it made, and the Purchaser and AcquireCo are not relying and have not relied on, any representations and warranties regarding financial projections, forecasts, estimates or budgets of future revenues, future results of operations, future cash flows or future financial condition or other prospective information relating to the Business or the GEOSYS Group or their respective businesses or operations (or any component of any of the foregoing), and the Purchaser and AcquireCo will have no claim against the Vendor or its Affiliates or any other Person with respect to such projections, forecasts, estimates or budgets.

ARTICLE IV

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

4.1 Survival of Representations and Warranties of the Vendor

- (a) The representations and warranties made by the Vendor contained in this Agreement, or contained in any document or certificate given in order to carry out the transactions contemplated hereby, will survive the purchase and sale of the Purchased Interest and the Acquired Platform Assets and the completion of any other transactions contemplated herein and shall survive and continue in full force and effect for the benefit of the Purchaser and AcquireCo with respect to: (i) the First Closing, for a period of 18 months after the First Closing Date, and (ii) with respect to the Second Closing, if any, for a period of 18 months after the Second Closing Date, and notice of any claim pursuant to Section 10.1 in respect thereof shall be made in writing within 18 months of the respective First Closing Date and Second Closing Date, if any.
- (b) Notwithstanding the period set out in Section 4.1(a), the Vendor Fundamental Representations will survive the purchase and sale of the Purchased Interest and the Acquired Platform Assets and the completion of any other transactions contemplated herein and shall survive and continue in full force and effect for the benefit of the Purchaser and AcquireCo with respect to: (i) the First Closing, for a period of 3 years after the First Closing Date, and (ii) with respect to the Second Closing, if any, for a period of 3 years after the Second Closing Date, and notice of any claim pursuant to Section 10.1 in respect thereof shall be made in writing within 3 years of the respective First Closing Date and Second Closing Date, if any.
- (c) Notwithstanding the period set out in Section 4.1(a), the Vendor Tax Representations will survive the purchase and sale of the Purchased Interest and the Acquired Platform Assets and the completion of any other transactions contemplated herein and shall survive and continue in full force and effect for the benefit of the Purchaser and AcquireCo with respect to: (i) the First Closing, for a period of 6 years after the First Closing Date, and (ii) with

respect to the Second Closing, if any, for a period of 6 years after the Second Closing Date, and notice of any claim pursuant to Section 10.1 in respect thereof shall be made in writing within 6 years of the respective First Closing Date and Second Closing Date, if any.

4.2 Survival of Representations and Warranties of Purchaser and AcquireCo

- (a) The representations and warranties made by the Purchaser contained in this Agreement, or contained in any document or certificate given in order to carry out the transactions contemplated hereby, will survive the purchase and sale of the Purchased Interest and the Acquired Platform Assets and the completion of any other transactions contemplated herein and shall survive and continue in full force and effect for the benefit of the Vendor with respect to: (i) the First Closing, for a period of 18 months after the First Closing Date, and (ii) with respect to the Second Closing, if any, for a period of 18 months after the Second Closing Date, and notice of any claim pursuant to Section 10.2 in respect thereof shall be made in writing within 18 months of the respective First Closing Date and Second Closing Date, if any.
- (b) Notwithstanding the period set out in Section 4.2(a), the Purchaser Fundamental Representations will survive the purchase and sale of the Purchased Interest and the Acquired Platform Assets and the completion of any other transactions contemplated herein and shall survive and continue in full force and effect for the benefit of the Vendor with respect to: (i) the First Closing, for a period of 3 years after the First Closing Date, and (ii) with respect to the Second Closing, if any, for a period of 3 years after the Second Closing Date, and notice of any claim pursuant to Section 10.2 in respect thereof shall be made in writing within 3 years of the respective First Closing Date and Second Closing Date, if any.

4.3 Limitation Periods

The Parties agree that applicable statutory limitation periods shall be extended or reduced to correspond with the survival periods set out in Section 4.1 and 4.2 above.

ARTICLE V **COVENANTS**

5.1 Covenants of the Vendor during the First Closing Interim Period

Except as otherwise expressly contemplated or permitted by this Agreement or as required by applicable Law, during the period from the date of this Agreement to the First Closing (the “**First Closing Interim Period**”), the Vendor shall do or cause to be done the following:

- (a) except as related to the Platform Assets Transfer, cause the GEOSYS Group and each member thereof to conduct its affairs and operate its Business in the ordinary course of business and consistent with past practice in all material respects and use its commercially reasonable efforts to maintain and preserve its material assets and material current commercial relationships in all material respects;
- (b) cause the GEOSYS Group and each member thereof to maintain in full force and not increase, amend, or cancel any policies of insurance currently in effect to which such entity is a party in respect of the GEOSYS Group or any member thereof (as applicable) and the Business, except as required by applicable Law, and except for any amendments, revisions

or replacements thereof occurring in the ordinary course of business, and give all notices and present all material Claims under all such policies of insurance in a timely fashion;

- (c) prohibit any member of the GEOSYS Group directly or indirectly, to do or permit to occur any of the following, unless required by Law or pursuant to this Agreement:
- (i) amend its constating documents, except as required by applicable Law;
 - (ii) declare, set aside or pay any dividend or distribution or make any other payment (whether in cash, shares or property) in respect of its outstanding securities, unless such dividend is a cash amount and then only in such amount that will not result, in Vendor's reasonable estimation, in Closing Working Capital being less than the required minimum Closing Working Capital as per Section 2.3 herein;
 - (iii) issue or agree to issue any membership interest or shares of any other class or any other securities of such member of the GEOSYS Group, including any securities convertible into or exchangeable or exercisable for membership interests or shares of any other class or any other securities, or otherwise conferring a right of any kind to acquire membership interests or shares of any other class or any other securities;
 - (iv) redeem, purchase or otherwise acquire any outstanding membership interests or other securities of such member of the GEOSYS Group;
 - (v) split, combine or reclassify any of the membership interests or other securities of such member of the GEOSYS Group or effect any capital reorganization;
 - (vi) liquidate, dissolve or reorganize or amalgamate, merge, consolidate or otherwise combine with any other Person;
 - (vii) grant any Encumbrance, other than Permitted Encumbrances, in any material assets of such member of the GEOSYS Group;
 - (viii) sell, lease, transfer, license or otherwise dispose of any material assets of such member of the GEOSYS Group other than the Platform Assets Transfer and sales of Trade Inventory or obsolete equipment in the ordinary course of business;
 - (ix) make or commit to make any capital expenditures of more than \$50,000 without disclosure to the Purchaser, except to satisfy existing contractual obligations;
 - (x) make or commit to make any capital expenditures of more than \$100,000 without the written consent of the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, except to satisfy existing contractual obligations;
 - (xi) incur or commit to incur any operating expenses of more than \$50,000, other than in the ordinary course of business;
 - (xii) acquire in any manner whatsoever (including by amalgamation, merger, consolidation, share acquisition or asset acquisition) any body corporate, partnership, trust, joint venture or other business organization or any division, business unit or substantial part of the assets thereof, or make any investment

therein either by purchase of securities, contributions of capital or property transfer;

- (xiii) acquire any assets (excluding Trade Inventory in the ordinary course of business) having an acquisition cost of more than \$50,000 individually or \$100,000 in the aggregate;
- (xiv) incur any Indebtedness (other than Current Liabilities) without the written consent of the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed;
- (xv) make any loans or advances of any kind or nature other than in the ordinary course of business;
- (xvi) agree to release, relinquish or restrict any material right or entitlement of such member of the GEOSYS Group under a Material Contract to which such member of the GEOSYS Group is a Party;
- (xvii) transfer or consent to the transfer of any material right under a Material Contract to which such member of the GEOSYS Group is a Party that may be exercised against such member of the GEOSYS Group;
- (xviii) materially amend or agree to materially amend any Material Contracts;
- (xix) except in the ordinary course of business, enter into any Contract that, if in effect on the date hereof, would constitute a Material Contract without the prior written consent of the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed, and provided that the Purchaser shall be deemed to have given such written consent if the Purchaser does not respond within five Business Days after notification thereof by the Vendor);
- (xx) enter into any employment, consulting, agency or service Contract that cannot be terminated on 90 days' notice (or less) without penalty;
- (xxi) terminate or take any steps to terminate the employment or contract of any Employee, consultant or agent of the GEOSYS Group or the Business without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed, and provided that the Purchaser shall be deemed to have given such written consent if the Purchaser does not respond within five Business Days after notification thereof by the Vendor);
- (xxii) enter into any lease agreement or agreement to lease real property;
- (xxiii) adopt or amend in any respect that would materially increase the costs to such member of the GEOSYS Group any Benefit Plan or make any contribution to or under any Benefit Plan, except, in either case, pursuant to the existing requirements thereof or in the ordinary course of business;
- (xxiv) enter into any Material Contract with any Person who does not deal at arm's length with the GEOSYS Group, or amend or agree to amend any existing Material Contract with any such non-arm's length Person, or waive the application of any

provision contained therein or release, surrender or relinquish any right or entitlement thereunder;

- (xxv) agree to or grant, directly or indirectly, any increase in compensation (in any form) to any director, officer, Employee, consultant, agent or other representative whose annual base salary exceeds \$100,000 as of the date hereof, including through enhancement of severance or “change of control” entitlements or other benefits, except for any increase pursuant to any Benefit Plan, any increase in base compensation in connection with annual reviews consistent with past practice, or any payments of incentive compensation for the calendar year pursuant to a Benefit Plan;
 - (xxvi) authorize or propose, or enter into or amend any Contract with respect to, or otherwise take any steps to effect, any of the foregoing; or
 - (xxvii) make, change or revoke any Tax election or settle and/or compromise any Tax liability; prepare any Returns in a manner which is inconsistent with past practices with respect to the treatment of such items on such Returns; file an amended Return or claim a refund of Taxes with respect to its income, operations or property.
- (d) not, directly or indirectly, solicit or encourage or entertain any inquiries or proposals or initiate discussions or negotiations with, or provide any information to any Third Party (other than the Purchaser) concerning, or enter into any transaction involving, the acquisition of all or any part of the shares, assets or business of the GEOSYS Group;
 - (e) not, directly or indirectly, take or omit to take (or permit to be taken or not taken by any member of the GEOSYS Group) any action that, if taken or not taken, as the case may be:
 - (i) is inconsistent with this Agreement, the performance hereof or completion of the transactions contemplated hereby; or
 - (ii) would reasonably be expected to directly or indirectly prevent, impair, hinder, delay or otherwise interfere with the First Transaction as provided herein or the consummation of any other transaction contemplated hereby;
 - (f) refrain, and cause each of Geosys France and Geosys Swiss to refrain, from undertaking any transaction described in paragraph 88(1)(e) of the ITA or any other action which could reasonably be considered to jeopardize the availability of the Tax Basis Bump;
 - (g) prepare, or cause to be prepared, and timely file, or cause to be timely filed, all Returns for each member of the GEOSYS Group for all taxable periods ending on or before the First Closing Date that are due before the First Closing Date (the “**Vendor Tax Returns**”) and pay all Taxes shown as due and owing thereon, after having first consulted with the Purchaser as to the respective scope and content of any such Vendor Tax Return;
 - (h) cause each member of the GEOSYS Group to provide the Purchaser with copies of any material notice, correspondence or other communication received from any Governmental Agency; and
 - (i) use its commercially reasonable efforts to satisfy or cause satisfaction of the conditions set forth in Section 7.1 as soon as reasonably practicable following the entering into of this Agreement to the extent that the satisfaction of the same is within the control of the Vendor.

Any information provided to the Purchaser or any of its representatives pursuant to this Section 5.1 shall be subject to the Non-Disclosure Agreement.

5.2 Privacy.

Recipient covenants and agrees to:

- (a) prior to the completion of the transactions contemplated herein:
 - (i) use and disclose the Transferred Information solely for the purpose of reviewing and completing the transactions contemplated herein, including for the purpose of determining to complete such transactions;
 - (ii) protect the Transferred Information by security safeguards appropriate to the sensitivity of such information; and
 - (iii) if the transactions contemplated herein do not proceed, return the Transferred Information to the Disclosing Party or destroy it, at the Disclosing Party's election, within a reasonable time; and
- (b) after the completion of the transactions contemplated herein:
 - (i) collect, use and disclose the Transferred Information only for those purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates or for the completion of the transactions contemplated herein, unless (A) the Disclosing Party or Recipient have first notified such individual of such additional purpose, and where required by applicable Laws, obtained the consent of such individual to such additional purpose, or (B) such use or disclosure is permitted or authorized by applicable Laws, without notice to, or consent from, such individual;
 - (ii) protect the Transferred Information by security safeguards appropriate to the sensitivity of such information;
 - (iii) give effect to any withdrawal of consent made by an individual to whom the Transferred Information relates; and
 - (iv) where required by applicable Laws, promptly notify the individuals to whom the Transferred Information relates that the Transactions have taken place and that the Transferred Information has been disclosed to Recipient.

5.3 Covenants of the Purchaser and AcquireCo During the First Closing Interim Period

Except as otherwise contemplated or permitted by this Agreement or as required by applicable Law, during the First Closing Interim Period, the Purchaser and AcquireCo shall do or cause to be done the following:

- (a) not, directly or indirectly, take or omit to take (or permit to be taken or not taken) any action that, if taken or not taken, as the case may be:
 - (i) is inconsistent with this Agreement, the performance hereof or completion of the transactions contemplated hereby; or

- (ii) would reasonably be expected to directly or indirectly prevent, impair, hinder, delay or otherwise interfere with the First Transaction as provided herein or the consummation of any other transaction contemplated hereby; and
- (b) use its commercially reasonable to satisfy or cause satisfaction of the conditions set forth in Section 7.2 as soon as reasonably practicable following the entering into of this Agreement to the extent that the satisfaction of the same is within the control of the Purchaser or AcquireCo.

5.4 Covenants of the Vendor During the Second Closing Interim Period

Except as otherwise contemplated or permitted by this Agreement or as required by applicable Law, during the period from the date of the First Closing to the date of the Second Closing (the “**Second Closing Interim Period**”), the Vendor shall do or cause to be done the following:

- (a) cause all necessary steps and proceedings required to be taken by the Interim Owner in order to permit the Acquired Platform Assets to be duly and regularly transferred to AcquireCo at the Second Closing in accordance with the terms of this Agreement;
- (b) not, and shall cause the Interim Owner to not, assign, transfer, pledge, mortgage or otherwise dispose of any of the Acquired Platform Assets or any right or interest therein;
- (c) not, and shall cause the Interim Owner to not, directly or indirectly, solicit or encourage or entertain any inquiries or proposals or initiate discussions or negotiations with, or provide any information to any Third Party (other than the Purchaser) concerning, or enter into any transaction involving, the acquisition of all or any part of the Acquired Platform Assets;
- (d) not, and shall cause the Interim Owner to not, directly or indirectly, take or omit to take (or permit to be taken or not taken) any action that, if taken or not taken, as the case may be:
 - (i) is inconsistent with this Agreement, the performance hereof or completion of the transactions contemplated hereby; or
 - (ii) would reasonably be expected to directly or indirectly prevent, impair, hinder, delay or otherwise interfere with the Second Transaction as provided herein or the consummation of any other transaction contemplated hereby;
- (e) cause the Interim Owner to comply with all its obligations under the Interim License and Services Agreement;
- (f) cause the Interim Owner to comply with all of its obligations under the Long Term License and Services Agreement; and
- (g) use its commercially reasonable efforts to satisfy or cause satisfaction of the conditions set forth in Section 9.1 as soon as reasonably practicable to the extent that the satisfaction of the same is within the control or influence of the Vendor.

5.5 Covenants of the Purchaser and AcquireCo During the Second Closing Interim Period

Except as otherwise contemplated or permitted by this Agreement or as required by applicable, during the Second Closing Interim Period, the Purchaser shall do or cause to be done the following:

- (a) not, directly or indirectly, take or omit to take (or permit to be taken or not taken) any action that, if taken or not taken, as the case may be:
 - (i) is inconsistent with this Agreement, the performance hereof or completion of the transactions contemplated hereby; or
 - (ii) would reasonably be expected to directly or indirectly prevent, impair, hinder, delay or otherwise interfere with the Second Transaction as provided herein or the consummation of any other transaction contemplated hereby;
- (b) pay the Second Installment when due in accordance with Section 2.2 hereof;
- (c) comply with, and shall cause the GEOSYS Group to comply with, all their respective obligations under the Interim License and Services Agreement;
- (d) comply, and shall cause the GEOSYS Group to comply with, all of their respective obligations under the Long Term License and Services Agreement; and
- (e) use its commercially reasonable efforts to satisfy or cause satisfaction of the conditions set forth in Section 9.2 as soon as reasonably practicable to the extent that the satisfaction of the same is within the control of the Purchaser.

5.6 Mutual Covenants

- (a) During the First Closing Interim Period, the Purchaser and the Vendor will co-operate to identify any Employees who will not be retained by the GEOSYS Group following the First Closing (the “**Identified Employees**”). The Identified Employees shall be terminated by the GEOSYS Group following the First Closing; provided, however, that all legally required severance payments made to the Identified Employees due to the termination of employment of the Identified Employees, including that provided by a collective agreement, as well as all amounts to be paid to the Identified Employees due to a resignation, termination or mutual termination, notably all sums to be paid due to the signing of a settlement agreement or ordered by a Governmental Agency (the “**Identified Employee Liabilities**”) up to \$250,000 (the “**Identified Employee Liability Cap**”) shall be borne by the Vendor provided the Purchaser requests reimbursement for the Identified Employee Liabilities no later than June 1, 2019; all amounts in excess of the Identified Employee Liability Cap shall be borne by the Purchaser.
- (b) Each Party hereto shall:
 - (i) use its commercially reasonable efforts to obtain, or caused to be obtained, all Authorizations required to enable (x) the completion of the transfer of the Purchased Interest to AcquireCo and the consummation of the First Transaction, and prior to the date of the First Closing and (y) the completion of the transfer of the Acquired Platform Assets to AcquireCo and the consummation of the Second Transaction prior to the date of the Second Closing; and

- (ii) during the period from the date of this Agreement to the Second Closing, make all such notifications, applications, submissions or filings as are required under applicable Law to be made by such Party in connection with the transactions contemplated hereby, in each case after having first consulted with the other Parties as to the respective scope and content of any such notice, application, submission or filing;

provided, however, that nothing in this Section 5.6(b) shall require, or be construed to require, either the Vendor or the Purchaser or any of their Affiliates to agree to, (x) sell, hold, divest, discontinue or limit, before or after the Second Closing Date, any assets, businesses or interests of the Vendor, the Purchaser or any of their Affiliates; (y) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests of the Vendor, the Purchaser or any of their Affiliates, whether before or after the First Closing; or (z) any material modification or waiver of the terms and conditions of this Agreement.

- (c) Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Second Closing:
 - (i) each Party shall promptly inform the other Parties of any material communication made to or received by such Party from any Governmental Agency respecting any of the transactions contemplated by this Agreement; and
 - (ii) if any Party receives from any Governmental Agency a request for information respecting any of the transactions contemplated by this Agreement, such Party will use commercially reasonable efforts to respond or cause a response to such request on a full and timely basis after having first consulted with the other Parties as to the respective scope and content of any such response.

5.7 Employees and Employee Benefits

Except for the Identified Employee Liabilities, the Purchaser will bear all Liabilities arising on or after the First Closing Date related to the Employees. Purchaser acknowledges and agrees that Vendor shall have no Liability, and any such Liability shall be borne by the Purchaser, for any changes made by Purchaser or GEOSYS Group after the First Closing Date regarding any Employee's: (i) base salary or hourly wages; (ii) target bonus opportunities (excluding equity-based compensation), if any; (iii) retirement and welfare benefits; and (iv) severance benefits.

5.8 Access to the GEOSYS Group

Prior to the First Closing, the Vendor shall provide reasonable access and otherwise make reasonably available to the Purchaser and its representatives for examination all Books and Records in its possession or under its control to the extent reasonably required by the Purchaser to perform its obligations hereunder, and cooperate with and assist the Purchaser and its representatives with respect to any communications that the Purchaser may reasonably wish to direct to the Employees of the GEOSYS Group (including meetings with such Employees), in order to enable the Purchaser to assess satisfaction of the conditions set forth in Section 7.1 and to facilitate the Purchaser's ability to expeditiously and efficiently integrate, where applicable, the business and operations of the Purchaser and the GEOSYS Group from and after the First Closing Time. Notwithstanding the foregoing, such access, furnishing of documents and cooperation shall (i) not include any attorney-client privileged or other privileged materials (provided, that the Vendor shall use commercially reasonable efforts to make

appropriate substitute arrangements to permit reasonable access to such materials in a manner that will not result in a waiver of the attorney-client privilege or such other privilege), (ii) only be provided during normal business hours and (iii) be in a manner that does not unreasonably interfere with the normal business operations of Vendor. Any information provided to the Purchaser or any of its representatives pursuant to this Section 5.8 shall be subject to the Non-Disclosure Agreement between Vendor and the Purchaser.

5.9 Insurance Matters

From and after the First Closing, the Purchaser shall, or shall cause its Affiliates to, process any open claim or claim that occurred prior to the First Closing under the Insurance Policies, including the reporting of claims to insurers where necessary, working with such insurers in respect of such claims and giving any instructions or concurrence as may be required by the insurers in relation to such claims. The Vendor shall assist the Purchaser, at the Purchaser's sole cost and expense, in obtaining the benefit of the Insurance Policies and the Insurance Benefits and enforcing the GEOSYS Group's rights under the Insurance Policies, provided, however, that in the case of any coverage that is "claims-made" coverage, the Purchaser shall, at the Purchaser's sole cost and expense, obtain replacement coverage for the United States.

5.10 Tax Matters

- (a) The Vendor and the Purchaser shall furnish or cause to be furnished to each other, each at its own expense, as promptly as practicable, such information and assistance, and provide additional information and explanations of any material provided, relating to the Purchased Interest and the GEOSYS Group as is reasonably necessary for the filing of any Returns, for the preparation of any audit, and for the prosecution or defense of any Legal Proceeding relating to any adjustment or proposed adjustment with respect to Taxes. Notwithstanding the foregoing, such furnishing of information and assistance shall (i) not include any attorney-client privileged or other privileged materials (provided, that the Vendor shall use commercially reasonable efforts to make appropriate substitute arrangements to permit reasonable access to such materials in a manner that will not result in a waiver of the attorney-client privilege or such other privilege), (ii) only be provided during normal business hours and (iii) be in a manner that does not unreasonably interfere with the normal business operations of Vendor. Any information provided to the Purchaser or any of its representatives pursuant to this Section 5.10(a) shall be subject to the Non-Disclosure Agreement between Vendor and the Purchaser.
- (b) Purchaser shall, at Purchaser's expense, prepare or cause to be prepared all Returns for the GEOSYS Group for all taxable periods ending on or before the First Closing Date, and for all Straddle Periods, in each case that are due after the First Closing Date ("**Pre-Closing Returns**"). All such Pre-Closing Returns shall be prepared in a manner consistent with past practice of the GEOSYS Group, to the extent such past practice complies with applicable Law and the provisions of this Agreement. No later than 30 days prior to the due date (including extensions) for filing such Pre-Closing Returns, the Purchaser shall deliver the Pre-Closing Returns to the Vendor for its review and comment. Purchaser shall make all such changes that are reasonably requested by Vendor and received no later than 10 days prior to the due date (including extensions) for filing such Returns, shall file or cause to be filed all such Returns on or prior to the due date (including extensions) for filing such Returns, and shall timely pay all Taxes due as reflected on such Returns. Vendor shall remit the amount shown as due and owing on such Pre-Closing Returns to the Purchaser on or before 5 days prior to the due date of such Pre-Closing Returns to the

extent (i) such Taxes are not reflected on a dollar-for-dollar basis in the calculation of Working Capital, and (ii) with respect to Straddle Returns, are apportioned to a Pre-Closing Tax Period pursuant to Section 5.10(e).

- (c) In the event of a Tax contest, audit, or other Legal Proceeding relating to any member of the GEOSYS Group for a taxable period ending on or before the First Closing Date (each a “**Pre-Closing Tax Contest**”), or a Straddle Period (each a “**Straddle Period Tax Contest**”), the following provisions shall control:
 - (i) No more than 15 days after Purchaser or the GEOSYS Group receives written notice of a Pre-Closing Tax Contest or a Straddle Period Tax Contest, Purchaser will notify Vendor in writing of such Pre-Closing Tax Contest or Straddle Period Tax Contest.
 - (ii) Vendor shall control the defense of any Pre-Closing Tax Contest, at the Vendor’s own expense, provided that Purchaser shall have the right to participate, at Purchaser’s own expense, in any Pre-Closing Tax Contest, and provided further that Vendor shall not settle or compromise any such Pre-Closing Tax Contest without Purchaser’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If Vendor notifies Purchaser that Vendor will not control the defense of a Pre-Closing Tax Contest, then Purchaser shall have the right to control the defense of such Pre-Closing Tax Contest at Purchaser’s expense, in which event Vendor agrees to fully cooperate with Parent.
 - (iii) Purchaser shall have the right to control the defense of a Straddle Period Tax Contest, at Purchaser’s expense, provided that Vendor shall have the right to participate, at Vendor’s own expense, in any Straddle Period Tax Contest, and provided further that Purchaser shall not settle or compromise any such Straddle Period Tax Contest without Vendor’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.
- (d) Vendor shall be entitled to receive from Purchaser or the GEOSYS Group all cash refunds of Taxes (and the cash amount of any credit or offset in lieu of refunds of Taxes) received or credited by Purchaser with respect to a Pre-Closing Tax Period (in each case, to the extent such Taxes for which a refund or credit was received were actually paid by Vendor or for which Vendor has indemnified Purchaser pursuant to this Agreement) that are not included or reflected in the calculation of Working Capital and did not arise from a carryback of any net operating loss or other Tax attribute or Tax credit incurred in a Tax period (or portion thereof) beginning after the Closing Date. Promptly upon receipt of any such refund or credit of Taxes, and in no event later than five days after receipt by Purchaser or the GEOSYS Group or any of their Affiliates, Purchaser will, and will cause the GEOSYS Group to, deliver and pay over, by wire transfer of immediately available funds, such refund or credit of Taxes to Vendor. With respect to a Tax refund or credit for a Straddle Period, the amount attributable to the portion of such Straddle Period ending on the First Closing Date shall be determined in accordance with Section 5.10(e).
- (e) In the case of any taxable period beginning on or before and ending after the First Closing Date (each, a “**Straddle Period**”), (i) the amount of any Taxes of the GEOSYS Group based upon or measured by net income, receipts or gain or sales, use and withholding Taxes which relate to the portion of the Straddle Period in the Pre-Closing Tax Period will be determined based on an interim closing of the books as of the close of business on the First

Closing Date and (ii) the amount of Taxes other than Taxes described in (i) which relate to the Pre-Closing Tax Period will be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the portion of the Straddle Period ending on and including the First Closing Date and the denominator of which is the number of days in such Straddle Period; provided that exemptions, allowances or deductions that are calculated on an annual basis (including, but not limited to, depreciation and amortization deductions) shall be allocated between the portion of the Straddle Period ending on the First Closing Date, on the one hand, and the portion of the Straddle Period beginning after the First Closing Date, on the other hand, in proportion to the number of days in such Straddle Period included in the portion ending on the First Closing Date and the number of days in such Straddle Period included in the portion beginning after the First Closing Date.

- (f) Purchaser on the one hand shall be liable for one-half and Vendor, on the other hand shall be liable for one half any sales, use, real estate transfer, stock transfer, stamp, value added or similar transfer Tax in connection with the transactions contemplated by this Agreement (“**Transfer Taxes**”), regardless of the person on whom such Taxes are imposed by law. Purchaser shall prepare and file any Return required to be filed in connection with such Transfer Taxes, the cost of which shall be borne equally by the Purchaser on one hand and the Vendor, on the other hand and Vendor shall reasonably cooperate with Purchaser in connection with the preparation and filing of such Return.
- (g) Unless otherwise required by Law, except with the prior written consent of Vendor, which consent shall not to be unreasonably withheld, conditioned or delayed, neither Purchaser nor any member of the GEOSYS Group shall (i) file or amend (or permit the amendment of) any Return of any member of the GEOSYS Group other than in accordance with this Section 5.10, (ii) make, amend or revoke (or permit the making, amendment or revocation of) any Tax election of any member of the GEOSYS Group, (iii) file or request any ruling with respect to Taxes or Returns of any member of the GEOSYS Group, (iv) initiate any voluntary disclosure or similar agreement with a taxing authority with respect to any member of the GEOSYS Group unrelated to audit, litigation, challenge or other Legal Proceeding with respect to Taxes, (v) extend or waive any statute of limitations or other period for the assessment of any Tax, in each case, with respect to any Pre-Closing Tax Period.
- (h) Notwithstanding anything to the contrary contained in this Agreement or otherwise, the Purchaser’s Indemnified Parties shall not be entitled to be indemnified or held harmless under this Agreement (including pursuant to a claim of breach of representation) for, and Vendor shall not be responsible for, any Taxes (or Indemnified Losses relating to Taxes) (i) attributable or relating to transactions outside of the ordinary course of business that are consummated by Purchaser on the First Closing Date after the First Closing, (ii) which are Transfer Taxes for which Purchaser is responsible pursuant to Section 5.10(f), (iii) to the extent on a dollar for dollar basis such Taxes (or Indemnified Losses relating to Taxes) are reflected in the calculation of Working Capital, or (iv) relating to the availability of or limitations on, or reductions in or changes to, any Tax attributes (including net operating or capital losses, credit carryovers, Tax basis and depreciation or amortization periods) for any taxable period that begins after the First Closing Date.
- (i) To the extent this Section 5.10 conflicts with Section 10.5, this Section 5.10 shall control.

5.11 Canadian Tax Matters

In connection with the Tax Basis Bump, the Vendor covenants and agrees as follows:

- (a) the Vendor shall refrain, and shall cause each of Geosys LLC, Geosys France and Geosys Swiss to refrain, from undertaking any transaction described in paragraph 88(1)(e) of the ITA prior to the First Closing Date;
- (b) during the period from the date hereof until the First Closing Date, the Vendor shall refrain and shall cause each of Geosys LLC, Geosys France and Geosys Swiss and their respective Affiliates to refrain, from taking any action which could, or could reasonably be expected to, cause any property held by Geosys LLC to be “ineligible property” within the meaning of paragraph 88(1)(c) of the ITA;
- (c) the Vendor shall not acquire, and shall cause its wholly-owned or majority-owned subsidiaries to refrain from acquiring, beneficial ownership of any shares (or securities convertible or exchangeable into shares) of the Purchaser prior to the First Closing Date; and
- (d) neither the Vendor nor any Person with whom the Vendor deals at non-arm’s length for the purposes of the ITA shall knowingly permit the acquisition of any property described in clause 88(1)(c)(vi)(B) of the ITA by any person or partnership described in any of clauses 88(1)(c)(vi)(B)(I) to 88(1)(c)(vi)(B)(III) of the ITA for the period beginning on the First Closing Date and ending four years thereafter.

5.12 Access to Information Post Closing

The Purchaser acknowledges that the Vendor may need access to information relating to the Business after the Second Closing Date. The Parties agree that, upon reasonable advance notice by the Vendor, the Purchaser shall, at and after the Second Closing, provide requested information about the Business reasonably necessary to determine any matter relating to or arising during the period ending on or before the Second Closing Date. If the Purchaser cannot, or chooses not to, provide the requested information, then upon the Vendor’s request, the Purchaser shall grant to the Vendor, or its agents, access to the Books and Records and, if necessary, the Purchaser’s employees and properties of the Business on terms and conditions reasonably established by the Purchaser to protect confidentiality, and in a manner that does not unreasonably interfere with the Purchaser’s operations. The Purchaser shall notify the Vendor of its record retention and destruction policy as related to the Acquired Platform Assets and the Business. If the Vendor desires records that are scheduled to be destroyed, it shall notify the Purchaser at least 30 days prior to the destruction date and the Purchaser shall provide copies to the Vendor at the Vendor’s expenses; provided, however, the Purchaser agrees not to destroy any Books and Records received from the Vendor hereunder during the one year period following the Second Closing Date.

5.13 Confidentiality

The Parties acknowledge that the information provided to it and its Affiliates and representatives in connection with this Agreement and the transactions contemplated hereby are subject to the terms of the Non-Disclosure Agreement. The terms of the Non-Disclosure Agreement are hereby incorporated by reference. The Non-Disclosure Agreement shall terminate at the Second Closing Time. If this Agreement is, for any reason, terminated prior to the Second Closing, the Non-Disclosure Agreement shall continue in full force and effect.

5.14 Notification of Certain Matters

The Vendor shall promptly notify the Purchaser and AcquireCo by written update to the Vendor Disclosure Letter if (a) from and after the date of this Agreement until the First Closing, any representation or warranty made by the Vendor in this Agreement was, when made, or has subsequently become, untrue in any respect and (b) from and after the First Closing Date until the Second Closing, any representations and warranties of the Vendor contained in Sections 3.1(g) and 3.1(p) was, when made, or has subsequently become, untrue in any respect. The delivery of any notice pursuant to this Section 5.14 shall not be deemed to modify the representations and warranties in Section 3.1 for purposes of Article VII, Article IX or Article XI; provided, that any such update will be deemed to modify the representations and warranties in Section 3.1 only if (i) the First Closing or Second Closing, as applicable, occurs, (ii) the Purchaser and AcquireCo have the right to but do not elect to terminate this Agreement after receipt of such update, (iii) the representations and/or warranties to which the subject matter of any such update specifically relates was, as of the date of this Agreement, (A) true and correct in all material respects or, (B) in the case of a representation or warranty that is already subject to materiality or Material Adverse Effect qualifications, true and correct in all respects, and (iv) such breach was not the result of any intentional misconduct of the Vendor or any member of the GEOSYS Group; provided, however, that, notwithstanding the foregoing, the Vendor shall be entitled to update the Vendor Disclosure Letter for Contracts required to be disclosed pursuant to Section 3.1(dd) that are entered into between the date hereof and the First Closing Date, to the extent such Contracts are entered into in accordance with Section 5.1, and the Vendor Disclosure Letter shall be deemed to be amended by any such updates as of the First Closing Date.

5.15 Survival of Covenants

None of the covenants or other agreements contained in this Agreement shall survive the Second Closing Date other than those which by their terms contemplate performance after the Second Closing Date, and each such surviving covenant and agreement shall survive the Second Closing until 30 days following the date on which performance of such covenant or agreement is required.

ARTICLE VI **FIRST CLOSING**

6.1 Place of First Closing

Subject to the terms and conditions hereof, the First Transaction shall be closed at the First Closing Time via the electronic exchange of documents, signatures and funds, or at such other place or places or in such other manner as the Parties may agree (the “**First Closing**”).

6.2 Documents to be Delivered

- (a) At or before the First Closing Time, the Vendor shall execute, or cause to be executed, and shall deliver, or cause to be delivered, to the Purchaser or AcquireCo, as the case may be, in form satisfactory to the Purchaser, acting reasonably, the following:
 - (i) certified copies of all necessary director and shareholder resolutions, authorizations and proceedings of the Vendor that are required to be taken or obtained and permit the due and valid transfer and registration of the Purchased Interest to and in the name of AcquireCo and completion of the First Transaction;

- (ii) all certificates representing the Purchased Interest duly endorsed for transfer to AcquireCo;
- (iii) the Required Authorizations set forth on Schedule 7.1(f) of the Vendor Disclosure Letter;
- (iv) the minute books of each member of the GEOSYS Group (which, if located on the premises of such member of the GEOSYS Group, shall be deemed to be transferred on the First Closing Date);
- (v) the corporate seal, if any, of each member the GEOSYS Group;
- (vi) evidence, in a form reasonably satisfactory to the Purchaser, of completion of the Platform Assets Transfer and Pre-Closing IP Transfer;
- (vii) evidence, in a form reasonably satisfactory to the Purchaser, of completion of the Pre-Closing Reorganization;
- (viii) discharges of all guarantees granted by any member of the GEOSYS Group in respect of any obligations of the Vendor and any Affiliates thereof;
- (ix) confirmation, to the reasonable satisfaction of the Purchaser, that all intercompany debts owing among the Vendor, any Affiliates thereof, or any of them, and any member of the GEOSYS Group have been paid in full together with the supporting documentation related thereto;
- (x) to the extent available, certificates of status or good standing or a certificate of a similar nature and effect issued by the applicable Governmental Agency of the jurisdiction of formation of each member of the GEOSYS Group certifying that it is a valid and subsisting company and is in good standing with respect to the filing of annual returns;
- (xi) payoff letters with respect to the payoff amounts of, and release of Encumbrances (other than Permitted Encumbrances), related to Third Party Debt;
- (xii) to the extent available, a clearance certificate issued by the relevant workers' compensation board in the jurisdictions in which there are Employees of the GEOSYS Group to the effect that all assessments in relation to the Business have been paid by the GEOSYS Group or any member thereof;
- (xiii) a certificate or certificates in compliance with Treasury Regulations Section 1.1445-2 of the Code and in form and substance reasonably satisfactory to Purchaser, certifying that the transactions contemplated by this Agreement are exempt from withholding under Sections 1445 of the Code; and
- (xiv) the documents or agreements contemplated by Section 7.1.

- (b) At or before the First Closing Time, the Purchaser and AcquireCo shall execute, or cause to be executed (in each case, to the extent applicable), and shall deliver, or cause to be delivered, to the Vendor, in form satisfactory to the Vendor, acting reasonably, the following:
- (i) the First Installment, by wire transfer to an account designated by Vendor, representing a portion of the Purchase Price;
 - (ii) certified copies of all necessary resolutions of the directors and shareholders of the Purchaser and AcquireCo that are required to be taken or obtained and permit the execution, delivery and performance of this Agreement and such other transactions contemplated herein by the Purchaser and AcquireCo;
 - (iii) the Authorizations set forth on Schedule 7.2(k) of the Purchaser Disclosure Letter;
 - (iv) a certificate of status or good standing or a certificate of a similar nature and effect issued by the applicable Governmental Agency of the jurisdiction of formation for each of the Purchaser and AcquireCo certifying that it is a valid and subsisting company and is in good standing with respect to the filing of annual returns; and
 - (v) the documents or agreements contemplated by Section 7.2.

ARTICLE VII

CONDITIONS PRECEDENT TO FIRST CLOSING

7.1 Conditions in Favour of the Purchaser and AcquireCo

The obligation of the Purchaser, through AcquireCo, to purchase the Purchased Interest from the Vendor as provided herein and consummate the First Transaction is subject to the satisfaction of each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and AcquireCo and may be waived by the Purchaser and AcquireCo, in whole or in part).

- (a) **Accuracy of Vendor's Representations and Warranties.** The representations and warranties of the Vendor (on its own behalf and on behalf of the GEOSYS Group) made in this Agreement shall be true and correct in all material respects as at the First Closing Time except as modified by the Platform Assets Transfer with the same force and effect as if made at and as of the First Closing Time (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date), and the Vendor shall have delivered to the Purchaser and AcquireCo at the First Closing a certificate dated the First Closing Date, duly executed by an executive officer of the Vendor (certifying that the condition set forth in this sentence has been satisfied). The receipt of such certificate shall not be deemed to be a waiver of any representation and warranty made by the Vendor in or pursuant to this Agreement, all of which representations and warranties shall continue in full force and effect for the benefit of the Purchaser and AcquireCo as provided herein.
- (b) **Performance of Vendor's Covenants.** The Vendor shall have performed and complied in all material respects with each covenant required to be performed or complied with by it at or prior to the First Closing under this Agreement, and the Vendor shall have delivered to the Purchaser and AcquireCo at the First Closing a certificate dated the First Closing Date,

duly executed by an executive officer of the Vendor (certifying that the condition set forth in this sentence has been satisfied). The receipt of such certificate shall not be deemed to be a waiver of any covenants of the Vendor under this Agreement or any document or certificate delivered pursuant hereto, all of which covenants shall continue in full force and effect for the benefit of the Purchaser and AcquireCo as provided herein.

- (c) **Pre-Closing IP Transfer.** The Pre-Closing IP Transfer shall have been completed on terms satisfactory to the Purchaser, acting reasonably.
- (d) **Pre-Closing Reorganization.** The Pre-Closing Reorganization shall have been completed on terms satisfactory to the Purchaser, acting reasonably.
- (e) **Completion of Platform Assets Transfer.** The Platform Assets Transfer shall have been completed on terms satisfactory to the Purchaser, acting reasonably.
- (f) **Authorizations.** The Purchaser shall be satisfied, acting reasonably, that the Required Authorizations set forth on Schedule 7.1(f) of the Vendor Disclosure Letter, required to have been obtained by the Vendor to enable the completion of the transfer of the Purchased Interest to AcquireCo and the consummation of the First Transaction, shall have been obtained by the Vendor, in each case on terms and conditions as are acceptable to the Purchaser, acting reasonably.
- (g) **Legal Impediments.** The purchase by AcquireCo of the Purchased Interest shall not be prohibited under applicable Law; no Claim or Legal Proceeding shall be in effect involving or affecting any member of the GEOSYS Group, the Business, any properties or assets of the GEOSYS Group and no Law shall have been proposed, enacted, made, promulgated, issued, amended, applied or imposed, in each case, which seeks to enjoin, restrain or restrict completion of the transactions contemplated hereby (including the purchase by AcquireCo of the Purchased Interest as provided herein) or the right of the Purchaser and AcquireCo to conduct the Business after the First Closing.
- (h) **No Material Adverse Change.** There shall not have been any Material Adverse Change with respect to the GEOSYS Group, taken as a whole, between the date of the Agreement and the First Closing Time, and no event shall have occurred and no fact or circumstance shall exist that, with or without notice or the lapse of time, would reasonably be expected to result in such a Material Adverse Change.
- (i) **Long Term License and Services Agreement.** The Interim Owner shall have executed and delivered to the Purchaser the Long Term License and Services Agreement in accordance with the terms hereof, and no action shall have been taken or threatened by Winfield to repudiate the Long Term License and Services Agreement.
- (j) **Interim License and Services Agreement.** The Interim Owner shall have executed and delivered to the Purchaser the Interim License and Services Agreement in accordance with the terms hereof, and no action shall have been taken or threatened by the Interim Owner to repudiate the Interim License and Services Agreement.
- (k) **Non-Competition Agreement.** The Vendor shall have caused to be executed and shall deliver to the Purchaser the Non-Competition Agreement in accordance with the terms

hereof, and no action shall have been taken or threatened by the Vendor to repudiate any such agreement.

- (l) **New Employment Agreements.** Each Key Employee shall have entered into a New Employee Agreement which shall be in full force and effect and shall not have been amended.
- (m) **Director Resignations.** The Purchaser shall have received resignations and mutual releases, in the form settled between the Vendor and the Purchaser on or prior to the First Closing Date, from the directors (or equivalent) of the GEOSYS Group who are not employees of the GEOSYS Group or will not be employees of the GEOSYS Group at or after the time of the First Closing.
- (n) **Vendor Disclosure Letter.** The Vendor Disclosure Letter shall have been delivered to the Purchaser and shall not contain any disclosure on any matter not disclosed by the Vendor to the Purchaser as of the date of this Agreement, including matters disclosed on the Vendor Datasite, which has or could reasonably be expected to have a Material Adverse Change or Material Adverse Effect.

7.2 Conditions in Favour of the Vendor

The obligations of the Vendor to sell the Purchased Interest to AcquireCo as provided herein and consummate the First Transaction is subject to the satisfaction of each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by the Vendor, in whole or in part).

- (a) **Accuracy of the Purchaser's and AcquireCo's Representations and Warranties.** The representations and warranties of the Purchaser and AcquireCo made in this Agreement shall be true and correct in all material respects at the First Closing Time with the same force and effect as if made at and as of the First Closing Time (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date), and the Purchaser and AcquireCo shall have delivered to the Vendor at the First Closing a certificate dated the First Closing Date, duly executed by an executive officer of the Purchaser and of AcquireCo acceptable to the Vendor (certifying that the condition set forth in this sentence has been satisfied). The receipt of such certificate shall not be deemed to be a waiver of any representation and warranty made by the Purchaser or AcquireCo in or pursuant to this Agreement, all of which representations and warranties shall continue in full force and effect for the benefit of the Vendor as provided herein.
- (b) **Performance of Purchaser's and AcquireCo's Covenants.** The Purchaser and AcquireCo shall each have performed and complied in all material respects with each covenant required to be performed or complied with by it at or prior to the First Closing under this Agreement, and the Purchaser and AcquireCo shall have delivered to the Vendor at the First Closing a certificate dated the First Closing Date, duly executed by an executive officer of the Purchaser and of AcquireCo (certifying that the condition set forth in this sentence has been satisfied). The receipt of such certificate shall not be deemed to be a waiver of any covenants of the Purchaser and AcquireCo under this Agreement or any

document or certificate delivered pursuant hereto, all of which covenants shall continue in full force and effect for the benefit of the Vendor as provided herein.

- (c) **Pre-Closing IP Transfer.** The Pre-Closing IP Transfer shall have been completed on terms satisfactory to the Vendor, acting reasonably.
- (d) **Pre-Closing Reorganization.** The Pre-Closing Reorganization shall have been completed on terms satisfactory to the Vendor, acting reasonably.
- (e) **Completion of Platform Assets Transfer.** The Platform Assets Transfer shall have been completed on terms satisfactory to the Vendor, acting reasonably.
- (f) **Legal Impediments.** The purchase by AcquireCo of the Purchased Interest shall not be prohibited under applicable Law; no Claim or Legal Proceeding shall be in effect involving or affecting Purchaser or AcquireCo and no Law shall have been proposed, enacted, made, promulgated, issued, amended, applied or imposed, in each case, which seeks to enjoin, restrain or restrict completion of the transactions contemplated hereby (including the purchase by AcquireCo of the Purchased Interest as provided herein) or the right of the Purchaser and AcquireCo to conduct the Business after the First Closing.
- (g) **No Material Adverse Change.** There shall not have been any Material Adverse Change with respect to the Purchaser or AcquireCo between the date of the Agreement and the First Closing Time, and no event shall have occurred and no fact or circumstance shall exist that, with or without notice or the lapse of time, would reasonably be expected to result in a Material Adverse Change.
- (h) **Long Term License and Services Agreement.** The Purchaser and Geosys France shall have executed and delivered the Long Term License and Services Agreement in accordance with the terms hereof, and no action shall have been taken or threatened by the Purchaser or Geosys France to repudiate the Long Term License and Services Agreement.
- (i) **Interim License and Services Agreement.** The Purchaser and each member of the GEOSYS Group shall have executed and delivered the Interim License and Services Agreement in accordance with the terms hereof, and no action shall have been taken or threatened by the Purchaser or any member of the GEOSYS Group to repudiate the Interim License and Services Agreement.
- (j) **Releases.** The directors (or equivalent) of the GEOSYS Group shall have received mutual releases, in the form settled between the Vendor and the Purchaser on or prior to the First Closing Date, from the GEOSYS Group.
- (k) **Authorizations.** The Vendor shall be satisfied, acting reasonably, that the Authorizations set forth on Schedule 7.2(k) of the Purchaser Disclosure Letter, required to have been obtained by the Purchaser to enable completion of the First Transaction, shall have been

obtained by the Purchaser, in each case on such terms and conditions as are acceptable to the Vendor, acting reasonably.

ARTICLE VIII

SECOND CLOSING

8.1 Place of Second Closing

Subject to the terms and conditions hereof, the Second Transaction shall be closed at the Second Closing Time via the electronic exchange of documents, signatures and funds, or at such other place or places or in such other manner as the Parties may agree (the “**Second Closing**”).

8.2 Documents to be Delivered

- (a) At or before the Second Closing Time, the Vendor shall execute, or cause to be executed by the Interim Owner, and shall deliver, or cause to be delivered by the Interim Owner, to the Purchaser or AcquireCo, as the case may be, in form satisfactory to the Purchaser, acting reasonably, the following:
 - (i) certified copies of all necessary director and shareholder resolutions, authorizations and proceedings of the Interim Owner, if any, that are required to be taken or obtained to permit the due and valid transfer of the Acquired Platform Assets to AcquireCo and completion of the Second Transaction;
 - (ii) the Required Authorizations, set forth on Schedule 9.1(b) of the Vendor Disclosure Letter;
 - (iii) the IP Escrow Agreement duly executed by Winfield; and
 - (iv) any documents or agreements contemplated by Section 9.1; and
 - (v) all deeds of conveyance, bills of sale, transfers and assignments, in the form and content satisfactory to the Purchaser’s Counsel, appropriate to effectively vest good title to the Acquired Platform Assets in AcquireCo and immediately registerable in all places where registration of such instruments is permitted or required.
- (b) At or before the Second Closing Time, the Purchaser and AcquireCo shall execute, or cause to be executed, and shall deliver, or cause to be delivered, to the Vendor or the Interim Owner, as the case may be, in form satisfactory to the Vendor, acting reasonably, the following:
 - (i) the Final Installment, by wire transfer to an account designated by Vendor or Vendor;
 - (ii) certified copies of all necessary resolutions of the directors and shareholders of the Purchaser and AcquireCo that are required to be taken or obtained and permit the acquisition of the Acquired Platform Assets and such other transactions contemplated herein by the Purchaser and AcquireCo;
 - (iii) the Authorizations, set forth on Schedule 9.2(c) of the Purchaser Disclosure Letter;

- (iv) the IP Escrow Agreement duly executed by the Purchaser and Geosys France, and the selected escrow agent; and
- (v) any documents or agreements contemplated by Section 9.2.

ARTICLE IX

CONDITIONS PRECEDENT TO SECOND CLOSING

9.1 Conditions in Favour of the Purchaser and AcquireCo

The obligation of the Purchaser, through AcquireCo, to purchase the Acquired Platform Assets from the Interim Owner as provided herein and consummate the Second Transaction is subject to the satisfaction of each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and AcquireCo and may be waived by the Purchaser and AcquireCo in whole or in part).

- (a) **Accuracy of Vendor's Representations and Warranties.** The representations and warranties of the Vendor contained in Sections 3.1(g) and 3.1(p) of this Agreement shall be true and correct in all material respects as at the Second Closing Time but only with respect to the Acquired Platform Assets and except that no representations or warranties are given with respect to any of the GEOSYS Developments nor to the extent the Acquired Platform Assets are otherwise modified by the Purchaser, AcquireCo or any of the GEOSYS Group, or any employee or Third Party within their control, during the Second Interim Period with the same force and effect as if made at and as of the Second Closing Time (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date), and the Vendor shall have delivered to the Purchaser at the Second Closing a certificate dated the Second Closing Date, duly executed by an executive officer of the Vendor (certifying that the condition set forth in this sentence has been satisfied). The receipt of such certificate shall not be deemed to be a waiver of any representation and warranty made by the Vendor in or pursuant to this Agreement, all of which representations and warranties shall continue in full force and effect for the benefit of the Purchaser pursuant to the terms and conditions set forth herein.
- (a) **Performance of Vendor's Covenants.** The Vendor shall have performed and complied in all material respects with each covenant required to be performed or complied with by it at or prior to the Second Closing under this Agreement, and the Vendor shall have delivered to the Purchaser and AcquireCo at the Second Closing a certificate dated the Second Closing Date, duly executed by an executive officer of the Vendor (certifying that the condition set forth in this sentence has been satisfied). The receipt of such certificate shall not be deemed to be a waiver of any covenants or other obligations of the Vendor under this Agreement or any document or certificate delivered pursuant hereto, all of which covenants and other obligations shall continue in full force and effect for the benefit of the Purchaser and AcquireCo pursuant to the terms and conditions set forth herein.
- (b) **Authorizations.** The Purchaser shall be satisfied, acting reasonably, that the Required Authorizations set forth on Schedule 9.2(c) of the Vendor Disclosure Schedule, required to have been obtained by the Vendor to enable the completion of the transfer of the Acquired Platform Assets to AcquireCo and the consummation of the Second Transaction,

shall have been obtained by the Vendor, in each case on such terms and conditions as are acceptable to the Purchaser, acting reasonably.

- (c) **Legal Impediments.** The purchase by AcquireCo of the Acquired Platform Assets shall not be prohibited under applicable Law; no Claim or Legal Proceeding shall exist or be pending or threatened against or involving or affecting Vendor or Interim Owner and no Law shall have been proposed, enacted, made, promulgated, issued, amended, applied or imposed, in each case, which seeks to enjoin, restrain or restrict completion of the transactions contemplated hereby (including the purchase by AcquireCo of the Acquired Platform Assets as provided herein).

9.2 Conditions in Favour of the Vendor

The obligations of the Vendor to cause the Interim Owner to sell the Acquired Platform Assets to AcquireCo as provided herein and consummate any other transaction contemplated hereby is subject to the satisfaction of each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by the Vendor, in whole or in part).

- (a) **Accuracy of the Purchaser's Representations and Warranties.** The representations and warranties of the Purchaser and AcquireCo made in this Agreement shall be true and correct in all material respects at the Second Closing Time with the same force and effect as if made at and as of the Second Closing Time (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date), and the Purchaser shall have delivered to the Vendor at the Second Closing a certificate dated the Second Closing Date, duly executed by an executive officer of the Purchaser and of AcquireCo (certifying that the condition set forth in this sentence has been satisfied). The receipt of such certificate shall not be deemed to be a waiver of any representation and warranty made by the Purchaser and AcquireCo in or pursuant to this Agreement, all of which representations and warranties shall continue in full force and effect for the benefit of the Vendor as provided herein.
- (b) **Performance of Purchaser's Covenants.** The Purchaser and AcquireCo shall each have performed and complied with each covenant and other obligation required to be performed or complied with by it at or prior to the Second Closing under this Agreement, and the Purchaser and AcquireCo shall have delivered to the Vendor at the Second Closing a certificate dated the Second Closing Date, duly executed by an executive officer of the Purchaser and of AcquireCo (certifying that the condition set forth in this sentence has been satisfied). The receipt of such certificate shall not be deemed to be a waiver of any covenants of the Purchaser or AcquireCo under this Agreement or any document or certificate delivered pursuant hereto, all of which covenants shall continue in full force and effect for the benefit of the Vendor as provided herein.
- (c) **Authorizations.** The Vendor shall be satisfied, acting reasonably, that the Authorizations set forth on Schedule 9.2(c) of the Purchaser Disclosure Schedule, required to have been obtained by the Purchaser to enable the completion of the transfer of the Acquired Platform Assets to AcquireCo and the consummation of the Second Transaction, shall have been

obtained by the Purchaser, in each case on such terms and conditions as are acceptable to the Vendor, acting reasonably.

- (d) **Completion of Platform Separation.** The Platform Separation shall have been completed in accordance with the terms of the Interim License and Services Agreement.
- (e) **Termination of Agreements.** The Interim License and Services Agreement and Long Term License and Services Agreement shall not have been terminated per their terms.
- (f) **Legal Impediments.** The purchase by AcquireCo of the Acquired Platform Assets shall not be prohibited under applicable Law; no Claim or Legal Proceeding shall be in effect involving or affecting the Purchaser or AcquireCo and no Law shall have been proposed, enacted, made, promulgated, issued, amended, applied or imposed, in each case, which seeks to enjoin, restrain or restrict completion of the transactions contemplated hereby (including the purchase by AcquireCo of the Acquired Platform Assets as provided herein).

ARTICLE X

INDEMNIFICATION

10.1 Indemnity by the Vendor

- (a) The Vendor hereby agrees to indemnify and save the Purchaser's Indemnified Parties harmless from and against any Claims, Liabilities and reasonable expenses (collectively, "**Indemnified Losses**") which are made or brought against any of the Purchaser's Indemnified Parties or which any of the Purchaser's Indemnified Parties suffer or incur as a result of, in respect of or arising out of:
 - (i) any breach of any covenant or agreement on the part of the Vendor contained in this Agreement;
 - (ii) any misrepresentation, inaccuracy or breach of any representation or warranty, other than a Vendor Fundamental Representation or a Vendor Tax Representation;
 - (iii) any misrepresentation, inaccuracy or breach of any Vendor Fundamental Representation or a Vendor Tax Representation;
 - (iv) any Identified Employees Liabilities; and
 - (v) any Taxes: (a) imposed on or in respect of the GEOSYS Group or any member thereof or the Business for the Pre-Closing Tax Period, (b) as a result of or in connection with the Pre-Closing Reorganization and for which it is responsible pursuant to Section 5.10(f), (c) of any Person (other than a member of the GEOSYS Group) imposed on the GEOSYS Group as a result of the provisions of Treasury Regulation Section 1.1502-6 or the analogous provisions of state, local or non-U.S. law as a result of being a member of an affiliated group with such Person on or prior to the First Closing Date, and (d) of another Person for which any member of the GEOSYS Group are liable as transferee or successor, by contract or otherwise by law with respect to a Pre-Closing Tax Period, in each case to the extent (on a dollar for dollar basis) not reflected in Working Capital.

- (b) The obligations of indemnification of the Vendor pursuant to paragraph (a) of this Section 10.1 shall be subject to the provisions of Sections 10.3, 10.4 and 10.5 and the provisions of Section 4.1 with respect to the survival of the representations and warranties by the Vendor.

10.2 Indemnity by the Purchaser and AcquireCo

- (a) The Purchaser and AcquireCo hereby agree, jointly and severally, to indemnify and save the Vendor's Indemnified Parties harmless from and against any Indemnified Losses which are made or brought against the Vendor's Indemnified Parties or which any of the Vendor's Indemnified Parties suffer or incur as a result of, in respect of or arising out of:
 - (i) any breach of any covenant or agreement on the part of the Purchaser and AcquireCo contained in this Agreement; and
 - (ii) any misrepresentation, inaccuracy or breach of any representation or warranty made by the Purchaser and AcquireCo contained in this Agreement.
- (b) The obligations of indemnification by the Purchaser pursuant to paragraph (a) of this Section 10.2 shall be subject to the provisions of Sections 10.3, 10.4 and 10.5 and the provisions of Section 4.1(c) with respect to the survival of the representations and warranties by the Purchaser.

10.3 Threshold and Indemnity Cap

- (a) The obligation of the Vendor to indemnify the Purchaser's Indemnified Parties and the obligation of the Purchaser to indemnify the Vendor's Indemnified Parties for any Indemnified Losses are only applicable if the aggregate of all such Indemnified Losses suffered by the Purchaser or the Vendor, as applicable, is in excess of \$150,000 (the "**Threshold**"), in which event the Vendor shall be responsible to pay to the Purchaser the aggregate amount of all Indemnified Losses regardless of the Threshold.
- (b) Subject to paragraph (c) of this Section 10.3, the maximum aggregate liability of the Vendor for any and all Indemnified Losses claimed by the Purchaser's Indemnified Parties and the maximum aggregate liability of the Purchaser for any and all Indemnified Losses claimed by the Vendor's Indemnified Parties pursuant to Section 10.1 and 10.2 will be limited to an amount equal to 20% of the Purchase Price actually received by the Vendor and as adjusted in accordance with Section 2.2 (the "**Indemnity Cap**"); except that the maximum aggregate liability of the Vendor, on the one hand, and the Purchaser, on the other hand, in respect of any claim for indemnity against Indemnified Losses based upon, arising out of, with respect to or by reason of inaccuracy in or breach of any Vendor Fundamental Representation, Vendor Tax Representation, Vendor Tax Bump Covenants or any Purchaser Fundamental Representation, respectively, will be limited to an amount equal to 100% of the Purchase Price, as adjusted in accordance with Section 2.2.
- (c) Notwithstanding the foregoing, the limitations in Section 10.3(a) with respect to the Threshold shall not apply in respect of any claim for indemnity against Indemnified Losses based upon, arising out of, with respect to or by reason of inaccuracy in or breach of any Vendor Fundamental Representation, Vendor Tax Representation, Vendor Tax Bump Covenants or Purchaser Fundamental Representation.

10.4 Other Limitations on Liability

- (a) Notwithstanding any other provision of this Agreement, no Party shall have any liability to any Indemnified Party to the extent of any insurance proceeds actually received by such Indemnified Party with respect to such damages, net of any deductible and costs of collection resulting from the collection of such insurance claim, as a result of the damages giving rise to the claim hereunder.
- (b) No Indemnified Party will be entitled to double recovery for any Indemnified Losses even though the Indemnified Losses may have resulted from the non-performance, non-fulfillment, misrepresentation, inaccuracy, incorrectness or breach of more than one of the agreements, covenants, representations or warranties in this Agreement or as a result of one or more specific indemnities under Section 10.1 or Section 10.2, as the case may be.
- (c) For purposes of determining the liability and indemnity obligations under this Agreement, Indemnified Losses shall be limited to actual Indemnified Losses that are the direct and reasonably foreseeable consequences of any breach, non-performance or non-fulfillment of any covenant or agreement or misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty, except to the extent that an aggrieved Party is actually required to pay or otherwise satisfy a Claim by a Third Party the substance of which includes Indemnified Losses which are not reasonably foreseeable and such Party would otherwise be entitled to indemnification under this Agreement.
- (d) For clarity, other than claims related to a breach of a Vendor Tax Representation, no claim by any Purchaser's Indemnified Party for indemnification pursuant to Section 10.1(a) may be made or be enforceable whether by legal proceedings or otherwise, unless written notice of such claim (in the form of an Indemnity Claim pursuant to Section 10.5) is given by such Purchaser's Indemnified Party to the Vendor within the period ending on the later of (i) the third anniversary of the First Closing Date; and (ii) the third anniversary of the Second Closing Date, if any.

10.5 Provisions Relating to Indemnity Claims

The following provisions will apply to any claim by the Indemnified Parties (or any of them) for indemnification pursuant to Section 10.1 or Section 10.2 hereof (an “**Indemnity Claim**”):

- (a) As soon as reasonably practicable after becoming aware of any matter in respect of which it may assert an Indemnity Claim, the Indemnified Parties (or any of them) will provide to the other (the “**Indemnifying Parties**”) written notice of the Indemnity Claim specifying (to the extent that information is available) the factual basis for the Indemnity Claim and the amount of the Indemnity Claim or, if an amount is not then determinable, an estimate of the amount of the Indemnity Claim if an estimate is feasible in the circumstances.
- (b) If an Indemnity Claim relates to an alleged Liability to a Person who is not a Party to this Agreement (hereinafter, in this Section, called a “**Third Party Liability**”), including any Governmental Agency, which is of a nature such that the Indemnified Parties (or any of them) is required by applicable Law to make a payment to a Third Party before the relevant procedure for challenging the existence or quantum of the alleged liability can be implemented or completed, then the Indemnified Parties (or any of them) may, notwithstanding the provisions of paragraphs (c) and (d) of this Section 10.5, upon 10 Business Days' prior notice to the Indemnifying Parties, make such payment and submit a

demand reimbursement for such payment from the Indemnifying Parties in accordance with this Agreement, which the Indemnified Parties may choose to pay or contest; provided that, if the Indemnified Parties pay such amount, and thereafter, the alleged Third Party Liability, as finally determined upon completion of settlement negotiations or related Legal Proceedings, is less than the amount which is paid by the Indemnifying Parties in respect of the related Indemnity Claim, then the Indemnified Parties (or any of them) shall, forthwith following such final determination, pay to the Indemnifying Parties the amount by which the amount of the liability as finally determined is less than the amount which is so paid by the Indemnifying Parties.

- (c) The Indemnified Parties (or any of them) shall not negotiate, settle, compromise or pay (except in the case of payment of a judgment) any Third Party Liability as to which it proposes to assert an Indemnity Claim, except with the prior consent of the Indemnifying Parties (which consent shall not be unreasonably withheld or delayed).
- (d) With respect to any Third Party Liability, which involves only a claim for monetary damages and not a claim for equitable relief; then, in any legal, administrative or other proceedings in connection with the matters forming the basis of the Third Party Liability, the following procedures will apply:
 - (i) except as contemplated by subparagraph (iii) of this paragraph, the Indemnifying Parties will have the right to assume carriage of the negotiation, settlement or compromise of the Third Party Liability and the conduct of any related legal, administrative or other proceedings, but the Indemnified Parties (or any of them) shall have the right and shall be given the opportunity to participate in (but not direct) the defense of the Third Party Liability, to consult with the Indemnifying Parties in the settlement of the Third Party Liability and the conduct of related legal, administrative and other proceedings (including consultation with counsel, at such Indemnifying Parties' own expense) and to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Parties and the Indemnified Parties (or any of them) shall be retained by the Indemnifying Parties, as applicable;
 - (ii) to the extent the same does not give rise to a material conflict of interest, the Indemnifying Parties will co-operate with the Indemnified Parties (or any of them) in relation to the Third Party Liability, will keep the Indemnified Parties (or any of them) periodically advised with respect thereto, will provide the Indemnified Parties (or any of them) with copies of all relevant filed documentation as it becomes available from time to time, with reasonable advance notice and for reasonable period of time, and will meet with representatives of the Indemnified Parties (or any of them), from time to time, with reasonable advance notice and for reasonable period of time, to discuss the Third Party Liability; and
 - (iii) notwithstanding subparagraphs (i) and (ii) of this paragraph, the Indemnifying Parties will not settle the Third Party Liability or conduct any legal, administrative or other proceedings in any manner which would, in the reasonable opinion of the Indemnified Parties (or any of them), have a Material Adverse Effect on the Indemnified Parties (or any of them), except with the prior written consent of the Indemnified Parties (or any of them). If the Indemnified Parties, taken as a whole, refuses to consent to a bona fide offer of settlement that the Indemnifying Parties wish to accept and that involves no payment of money by the Indemnified Parties

(or any of them), and further involves no material limitation on the future operation of the business, assets or property of the Indemnified Parties, taken as a whole, and that finally releases the Indemnified Parties, taken as a whole, from all liability in connection with such claim, the Indemnifying Parties may reassign the defense of such claim to the Indemnified Parties (or any of them), who may then continue to pursue the defense of such matter, free of any participation by the Indemnifying Parties, at the sole cost and expense of the Indemnified Parties (or any of them). In such event, the obligation of the Indemnifying Parties with respect thereto shall not exceed the amount of the offer of settlement that the Indemnified Parties (or any of them) refused to accept.

- (e) With respect to any Claim that does not involve a Third Party Liability (a “**Direct Claim**”), following receipt of notice from the Indemnified Parties (or any of them) of the Direct Claim, the Indemnifying Parties shall have 60 days to make such investigation of the Direct Claim as it considers necessary or desirable. For the purpose of such investigation, the Indemnified Parties (or any of them) shall make available to the Indemnifying Parties the information relied upon by the Indemnified Parties (or any of them) to substantiate the Direct Claim, together with all such other information in the possession of the Indemnified Parties (or any of them) as the Indemnifying Parties may reasonably request. If the Indemnified Parties (or any of them) and the Indemnifying Parties agree, prior to the expiration of such 60-day period (or any mutually agreed upon extension thereof), to the validity and amount of such Direct Claim, the Indemnifying Parties shall forthwith pay to the Indemnified Parties (or any of them) the full agreed upon amount of the Direct Claim. Failing such agreement and payment, the Indemnified Parties (or any of them) may commence an action or otherwise pursue any remedy they may have against the Indemnifying Parties.
- (f) To the extent this Section 10.5 conflicts with Section 5.10, Section 5.10 shall control.

10.6 Exclusive Remedy

Subject to Sections 2.4 and 12.3, with the exception of claims based on fraud or willful misconduct and the payments contemplated by Section 11.2, the indemnification rights set forth in this Article X will constitute the only remedies of the Purchaser’s Indemnified Parties, on the one hand, and the Vendor’s Indemnified Parties, on the other hand, against the other Party for any claim arising from this Agreement or the transactions contemplated hereby. Each of the Parties expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which it would otherwise be entitled to against the other Party.

ARTICLE XI TERMINATION

11.1 Termination Rights

- (a) This Agreement may be terminated by either the Vendor or the Purchaser and AcquireCo at any time prior to the First Closing if the First Closing does not occur on or before the First Closing Outside Date; provided that, a Party may not terminate this Agreement pursuant to this Section 11.1(a) if the failure of the First Closing to so occur has been principally caused by, or is a result of, a breach by such Party or any of its Affiliates of any of its representations or warranties or the failure of such Party or any of its Affiliates to

perform its covenants or agreements under this Agreement such that it would constitute a failure of a condition to close under Article VII.

- (b) This Agreement may be terminated by either the Vendor or the Purchaser and AcquireCo at any time prior to the Second Closing if the Platform Separation and the Second Closing does not occur on or before the Second Closing Outside Date; provided that, a Party may not terminate this Agreement pursuant to this Section 11.1(b) if the failure of the Platform Separation and the Second Closing to so occur has been principally caused by, or is a result of, a breach by such Party or any of its Affiliates of any of its representations or warranties or the failure of such Party or any of its Affiliates to perform its covenants or agreements under this Agreement, the Interim License and Services Agreement or the Long Term License and Services Agreement such that it would constitute a failure of a condition to close under Article IX.
- (c) This Agreement shall immediately terminate at any time prior to the Second Closing, if either (i) the Interim License and Services Agreement has been terminated for any reason except for expiration or (ii) the Long Term License and Services Agreement has been terminated by Winfield for cause as set forth therein.
- (d) This Agreement may be terminated by the Vendor at any time prior to the Second Closing, if the Purchaser or AcquireCo is in material breach of the terms of this Agreement.
- (e) This Agreement may be terminated by the Purchaser and AcquireCo at any time prior to the Second Closing, if the Vendor is in material breach of the terms of this Agreement.
- (f) Notwithstanding Sections 11.1(d) and 11.1(e), no Party shall be entitled to terminate this Agreement pursuant to Sections 11.1(d) or 11.1(e) (a “**Terminating Party**”), unless such Terminating Party has delivered a written notice to other Party to this Agreement (the “**Non-Terminating Party**”) specifying in reasonable detail the alleged breach of this Agreement by the Non-Terminating Party which the Terminating Party is asserting as the basis for the termination of this Agreement. If any such notice is delivered and the Non-Terminating Party is proceeding diligently to cure such breach, if such breach is capable of being cured, the Terminating Party shall not be entitled to terminate this Agreement until the expiration of a period of 15 days from such notice if the Non-Terminating Party has failed to cure such breach.
- (g) This Agreement may be terminated by the Purchaser and AcquireCo prior to the First Closing if a Material Adverse Change occurs with respect to the GEOSYS Group.
- (h) This Agreement may be terminated by the Vendor prior to the First Closing if a Material Adverse Change occurs with respect to Purchaser or AcquireCo.
- (i) This Agreement may be terminated by either the Vendor or the Purchaser and AcquireCo at any time prior to the Second Closing, if there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or any Governmental Agency shall have issued a final and non-appealable order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby.

11.2 Termination Fees

- (a) In the event this Agreement is terminated by the Vendor:

(i) pursuant to Section 11.1(a) and the failure of the First Closing to so occur has been caused principally by the Purchaser or AcquireCo; or

(ii) pursuant to Section 11.1(d),

the Purchaser shall pay the Vendor a termination fee of \$750,000 within two Business Days of the termination of this Agreement.

(b) In the event this Agreement is terminated by the Purchaser or AcquireCo:

(i) pursuant to Section 11.1(a) and the failure of the First Closing to so occur has been caused principally by the Vendor; or

(ii) pursuant to Section 11.1(e),

the Vendor shall pay the Purchaser a termination fee of \$750,000 within two Business Days of the termination of this Agreement.

11.3 Effect of Termination

In the event of termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto except: (a) as set forth in Article X, Article XI, Article XII and Article XIII hereof; and (b) that nothing herein shall relieve any Party hereto from liability for any willful breach of any provision hereof prior to the date of termination of this Agreement. Termination of this Agreement shall not affect the Interim License and Services Agreement or the Long Term License and Services Agreement, as applicable, except to the extent the effect is that the Second Closing does not occur or except as otherwise set forth therein.

ARTICLE XII **DISPUTE RESOLUTION**

12.1 Reasonable Commercial Efforts to Settle Disputes.

With the exception of any claim under Section 12.3, if any controversy, dispute, claim, question or difference (a "**Dispute**") arises with respect to this Agreement or its performance, enforcement, breach, termination or validity, the Parties shall use all reasonable commercial efforts to settle the Dispute. To this end, they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to all Parties.

12.2 Arbitration.

(a) With the exception of any claim under Section 12.3, any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by three arbitrators, of whom each party shall appoint one, and those two shall pick the final one. The arbitration shall be governed by the laws set forth in Section 1.4 and the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrators may be

entered by any state or federal court in New York, New York, USA. The place of arbitration shall be New York, New York, USA and the arbitration shall be conducted in English.

- (b) The parties further agree that any such arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrators, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise.

12.3 Equitable Relief and Consent to Jurisdiction

Because the parties will have access to and become acquainted with confidential and proprietary information of the other party, the unauthorized use or disclosure of which could cause irreparable harm and significant injury which may be difficult to ascertain and for which there is no adequate remedy at law, the parties agree that any claim seeking enforcement of this Agreement with respect to such confidential and proprietary information by injunction or other equitable relief may be brought in the state or federal courts of New York, New York, USA, without the necessity of proving actual damages or posting any bond. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in New York, New York, USA, and all courts competent to hear appeals therefrom.

ARTICLE XIII **GENERAL PROVISIONS**

13.1 Announcements

Except as may be required by applicable Law, no public disclosure of the transactions or terms contemplated hereby will be made by any Party hereto without the prior consent of the other Parties hereto.

13.2 Further Assurances

Each of the Parties hereby covenants and agrees that, at any time and from time to time after the First Closing Date or the Second Closing Date, as applicable, it will, at its expense and upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required for the better carrying out and performance of all the terms of this Agreement.

13.3 Notices

- (a) Any notice, designation, communication, request, demand or other document required or permitted to be given or sent or delivered hereunder to any Party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:
 - (i) delivered personally to such Party or to an officer or director of such Party;
 - (ii) sent to the Party entitled to receive it by registered mail, postage prepaid; or
 - (iii) sent by facsimile or email.

(b) Notices shall be sent to the following addresses, facsimile numbers or emails:

in the case of the Vendor:

Land O'Lakes, Inc.

4001 Lexington Avenue North
Arden Hills, MN 55126
St. Paul, MN 55164-0101

Attention: Ric Sundal, Vice President of Mergers, Acquisitions and Ventures
Email: RTSundal@Landolakes.com

and with a copy to:

Dorsey & Whitney LLP

50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Attention: Robert Rosenbaum
Facsimile: (952) 516-5585
Email: rosenbaum.robert@dorsey.com

in the case of the Purchaser or AcquireCo:

UrtheCast Corp.

33-1055 Canada Place
Vancouver, BC V6C 0C3

Attention: Don Osborne, Chief Executive Officer
Facsimile: (604) 669-1799
Email: dosborne@urthecast.com

and with copies to:

Bennett Jones LLP

Suite 2600, 1066 West Hastings Street
Vancouver, British Columbia V6E 3X1

Attention: Christian Gauthier
Facsimile: (604) 891-5100
Email: gauthierc@bennettjones.com

-and-

Fredrikson & Byron, P.A.

200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425

Attention: James H. Snelson
Facsimile: (612) 492-7077
Email: jsnelson@fredlaw.com

or to such other address or facsimile number as the Party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this Section, have communicated to the Party giving or sending or delivering such notice, designation, communication, request, demand or other document.

- (c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:
 - (i) if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
 - (ii) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service;
 - (iii) if sent by facsimile be deemed to have been given, sent, delivered and received on the date the sender receives the confirmation of transmission; and
 - (iv) if sent by email, be deemed to have been given, sent, delivered and received on the date the email is responded to and acknowledged as received and read.

13.4 Counterparts

This Agreement may be executed and delivered in multiple counterparts and by facsimile or PDF, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13.5 Brokerage and Finder's Fees

No Party is aware of any claim for any brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this Agreement payable by any of the Parties and the Parties agree that if such a claim should arise as a result of any action taken by it, such Party which has taken such action that has given rise to such claim shall indemnify the other Parties in respect thereof.

13.6 Expenses

Each of the Parties shall be responsible for their respective legal, accounting, broker and other professional fees in connection with the transactions contemplated herein and the negotiation and implementation of the transactions contemplated herein, including fees and disbursements of their respective agents and advisors. For clarity, the GEOSYS Group and the Business shall not be responsible for any expenses incurred by the Vendor in connection with this Agreement or the transactions contemplated herein. Notwithstanding the foregoing, the Parties acknowledge and agree that the Purchaser will be solely responsible for the fees, expenses and all other costs related to the

termination of employment or relocation of any Employee that occurs after the First Closing Date, other than the Identified Employee Liabilities, which shall be the responsibility of the Vendor.

13.7 Assignment

The rights of the Vendor hereunder shall not be assignable without the prior written consent of the Purchaser. The rights of the Purchaser or AcquireCo hereunder shall not be assignable prior to the Second Closing without the prior written consent of the Vendor; provided that the Purchaser or AcquireCo may assign the benefits of this Agreement to a lender or lenders as security for obligations owed to a lender or lenders without the consent of the Vendor.

13.8 Successors and Assigns

Subject to Section 13.7, this Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. Other than pursuant to Article X herein, nothing herein, express or implied, is intended to confer upon any Person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or Liabilities under or by reason of this Agreement.

13.9 Entire Agreement

This Agreement, the Schedules and the Vendor Disclosure Letter constitute the entire agreement between the Parties and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof, including the Letter of Intent, as amended or extended to the date of this Agreement; provided however, that this Agreement shall not supersede the terms and conditions of the Non-Disclosure Agreement, which shall continue in full force and effect in accordance with its terms.

13.10 Waiver

Any Party hereto which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof at any time; provided however, that such waiver shall be evidenced by written instrument duly executed and delivered on behalf of such Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. The failure of a Party at any time or times to require performance of any term or condition hereof shall in no manner affect its right at a later time to enforce the same.

13.11 Amendments

No modification or amendment to this Agreement may be made unless agreed to by the Parties in writing.

13.12 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be deemed reformed to the maximum time, geographic and/or business limitations permitted by applicable Law so as to be valid and enforceable, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

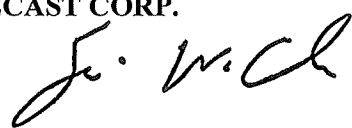
13.13 Non-Merger

Except as otherwise specified in this Agreement, each Party hereby agrees that all provisions of this Agreement shall not merge on, and shall survive, the execution and delivery of this Agreement and the completion of the transactions contemplated herein.

[Signatures follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first written above.

URTHECAST CORP.

By: 

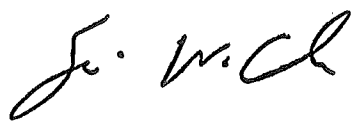
Name:

Title:

Sai W. Chu

Chief Financial Officer

1185781 B.C. LTD.

By: 

Name:

Title:

Sai W. Chu

Chief Financial Officer

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first written above.

LAND O'LAKES, INC.

By: 
Name: Ric Sundal
Title: V.P. Mergers & Acquisitions

SCHEDULE A FORM OF INTERIM LICENSE AND SERVICES AGREEMENT

This Interim License and Services Agreement (including all Exhibits hereto, the “**ILSA**”) is effective as of [Insert Effective Date] (“**Effective Date**”) by and between Winfield Solutions, LLC, a Delaware limited liability company, with a principal place of business at 4001 Lexington Avenue North, Arden Hills, MN 55126, USA (“**Interim Owner**”) on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at [_____] (“**UrtheCast**”) and GEOSYS International, Inc. having its principal place of business at [_____] , Geosys Australia Pty having its principal place of business at [_____] , Geosys Europe Sarl having its principal place of business at [_____] , Geosys S.A.S. having its principal place of business at [_____] (“**GEOSYS France**”), and Geosys do Brasil sistemas de Informacao Agriocola Ltda having its principal place of business at [_____] (individually each such GEOSYS entity is a “**GEOSYS Entity**,” and, collectively, the “**GEOSYS Entities**” and together with UrtheCast, the “**UrtheCast Entities**”) on the other hand. The UrtheCast Entities are together (or individually when applicable) a “**party**”, and Interim Owner is also a “**party**”, and each applicable party comprises the “**parties**.”

RECITALS

WHEREAS, under a Purchase Agreement dated [_____] by and among Land O’Lakes, Inc., [Urthecast AcquireCo] (“**AcquireCo**”) and UrtheCast (the “**Purchase Agreement**”), UrtheCast is purchasing, through AcquireCo, its wholly owned subsidiary, all of the issued and outstanding equity in the capital of GEOSYS International, Inc., Geosys Australia Pty, Geosys do Brasil sistemas de Informacao Agriocola Ltda and Geosys Technology Holding LLC, which in turn, holds all of the issued and equity capital in Geosys Europe Sarl and is the sole member of GEOSYS France, on the terms and subject to the conditions contemplated by the Purchase Agreement (the “**First Transaction**”);

WHEREAS, UrtheCast, through AcquireCo, wishes to purchase from the Interim Owner the Acquired Platform Assets, on the terms and subject to the conditions contemplated by the Purchase Agreement (the “**Second Transaction**”);

WHEREAS, during the period between the First Transaction and the Second Transaction, Interim Owner will license certain technology and provide certain services relating thereto used in the Business, subject to the terms and conditions of this Agreement;

WHEREAS, simultaneously herewith UrtheCast, Deimos [____], GEOSYS France and Winfield Solutions, LLC are entering into a Long Term License and Services Agreement (the “**Long Term Agreement**”).

NOW, THEREFORE, in consideration of the covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the parties, by their authorized signatures below, hereby agree to the terms and conditions set forth herein.

ARTICLE I DEFINITIONS; INTERPRETATION

1.1. Definitions. The following capitalized terms have the meanings set forth next to them when used in this Agreement.

(a) **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **“Control,”** for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or otherwise having the right, either by contract or otherwise, to control the operation, management or policy of the subject entity.

(b) **“Agreement”** means the ILSA and all SOWs, or, where used in the context of one SOW, means such SOW and the ILSA.

(c) **“Business Partner”** means a legal entity or individual that desires access to the GEOSYS Products in connection with its respective business, such as retailers and their farmer customers, in connection with the Business Use.

(d) **“Change of Control”** means the occurrence of (if over time, in any consecutive 12 month period), or the Person’s board or manager(s) votes to approve: (i) any consolidation or merger of the Person pursuant to which the stockholders or owners of the Person immediately before the transaction do not retain immediately after the transaction, in substantially the same proportions as their ownership of shares of the Person’s voting interests immediately before the transaction, direct or indirect beneficial ownership of more than 50% of the total combined voting power of the outstanding voting interests of the surviving business entity; (ii) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Person other than any sale, lease, exchange or other transfer to any company where the Person owns, directly or indirectly, 100% of the outstanding voting interests of such company after any such transfer; (iii) the direct or indirect sale or exchange in a single or series of related transactions by the stockholders or owners of the Person of more than 50% of the voting interests of the Person; or (iv) any change to the direct or indirect control of more than 50% of the voting interests of the Person or the granting of the right, either by contract or otherwise, to control the operation, management or policy of the Person.

(e) **“Claim”** means any claim, action, suit, proceeding, arbitration, or governmental or regulatory authority investigation.

(f) **“Connecting APIs”** means any Software application programming interface between, or functioning to permit the connection of, any of the Second Generation GEOSYS Products and the Second Generation R7 Product, and any iterations thereof, and all Intellectual Property Rights therein.

(g) **“Disabling Code”** means a piece of computer code intentionally inserted by the developer of the computer program in question for the purpose of interfering with a party’s use

of such computer program, restricting either party from accessing data files or causing a material termination of the functionality of such computer program upon either the occurrence of a specified event or upon invocation by the person or entity who inserted the Disabling Code.

(h) **“Exhibit”** means an exhibit to this ILSA, each of which is incorporated by reference herein.

(i) **“GEOSYS Developments”** means the GEOSYS Products Developments and the GEOSYS R7 Developments, as applicable.

(j) **“GEOSYS Products”** means all of the Software and other materials relating to the GEOSYS Entities’ products described in Exhibit A (GEOSYS Products) attached hereto, as updated and further developed throughout the Term hereunder and under the Long Term Agreement (including the Second Generation GEOSYS Products and as updated by the GEOSYS Products Developments under this Agreement and the Long Term Agreement).

(k) **“GEOSYS Products Developments”** means, as generated during the Term under this Agreement and, if this Agreement is terminated early, generated during the Ramp-Down Period, any and all Improvements to the GEOSYS Products after the Effective Date including each iteration of the Second Generation GEOSYS Products and any Connecting APIs developed at an UrtheCast Entities’ sole expense after the Effective Date, and all Intellectual Property Rights therein, but specifically excluding the GEOSYS R7 Developments.

(l) **“GEOSYS R7 Developments”** means, as generated during the Term under this Agreement, Connecting APIs paid for by Winfield any and all other Improvements to the R7 Product after the Effective Date including each iteration of the Second Generation R7 Product, and all Intellectual Property Rights therein, but specifically excluding the Connecting APIs developed at an UrtheCast Entities’ sole expense after the Effective Date.

(m) **“Improvements”** means any and all error corrections, bug fixes or patches, improvements, corrections, revisions, modifications, customizations, updates, upgrades, enhancements, new versions, derivative works and any other derivatives, and any other developments, including any development that customizes, enhances, or changes existing functionality including the creation of any new application program interfaces, alternative user interfaces or the extension of data structures and any development that adds new and independent functionality.

(n) **“Intellectual Property Rights”** means all intellectual property and proprietary rights of every kind and nature now or hereafter recognized in any country or jurisdiction in the world and however designated, whether arising by operation of Laws, contract, license or otherwise, and whether registered or otherwise, including all (i) copyrights and other rights associated with works of authorship, including without limitation all exclusive exploitation rights, moral rights and mask-works, (ii) trademarks, trade names, logos and service marks, (iii) trade secrets and know-how, (iv) patents, designs and algorithms, and (v) all registrations, applications, renewals, extensions, continuations, divisions or reissues of any of the foregoing, now or hereafter recognized in any country or jurisdiction in the world.

(o) **“Interim Owner Network”** means the network, information or communication

systems (including Software, hardware, equipment, and IT systems) owned or licensed from a third party by Interim Owner or its Affiliates.

(p) **“Laws”** means all applicable federal, state, provincial, regional, territorial, local and other laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof.

(q) **“Losses”** means any and all losses, liabilities (including settlements and judgments), damages, sanction, fines, penalties, interest and claims (including taxes), deficiencies, and all related costs and expenses (including court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of investigation, litigation or other proceedings or of any claim, default or assessment).

(r) **“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

(s) **“Moral Rights”** means any right to claim authorship of a work, any right to be associated with a work as its author, any right to remain anonymous, and any right to the integrity of a work, or to restrain or claim damages in respect of distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not prejudicial to the author’s honor or reputation, and any similar or neighboring right existing under common or statutory law of any country, province or state in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right” or “droit moral.”

(t) **“Open Source Software”** means any software, programming, or other intellectual property that is subject to (x) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses or (y) any agreement with terms requiring any intellectual property owned or licensed by Interim Owner or its Affiliates to be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable.

(u) **“Person”** includes any individual, corporation, limited liability company, unlimited liability company, body corporate, partnership, limited partnership, limited liability partnership, firm, joint venture, syndicate, association, capital venture fund, trust, trustee, executor, administrator, legal personal representative, estate, government, governmental agency and any other form of entity or organization, whether or not having legal status.

(v) **“Personnel”** means a party’s Affiliates and third party subcontractors (which could include its Affiliates) and its and their respective employees, agents, contractors, and representatives.

(w) **“Platform Separation”** means completion of development and acceptance testing under the Development Plan for separation of the GEOSYS Products and R7 Product into separate platforms and products, resulting in a new Second Generation R7 Product and a new Second Generation GEOSYS Products in each case approved by Interim Owner.

(x) **“R7 Product”** means all of the Software and other materials relating to the R7 product described in Exhibit B (R7 Product) attached hereto, as updated and further developed throughout the Term hereunder and under the Long Term Agreement (including the Second Generation R7 Product and as updated by the GEOSYS R7 Developments under this Agreement and the Long Term Agreement).

(y) **“Second Generation GEOSYS Products”** means the new separate product that is developed based on the GEOSYS Products as of the Effective Date and is the result of the development under this Agreement and the Long Term Agreement as approved by Interim Owner.

(z) **“Second Generation R7 Product”** means the new separate product that is developed based on the R7 Product as of the Effective Date and is the result of development under this Agreement and the Long Term Agreement as approved by Interim Owner.

(aa) **“Service Levels”** means the specified levels of service set forth in this Agreement.

(bb) **“Service Provider”** means each of the applicable UrtheCast Entity and Interim Owner as a provider of services to the other party hereunder.

(cc) **“Service Recipient”** means each of the applicable UrtheCast Entity and Interim Owner as a recipient of the other party’s services hereunder.

(dd) **“Software”** means all source code and object code and all documentation pertaining thereto including functional specifications, object libraries, design documentation, technical documentation, statements of principles of operations, schematics, programmers’ guides and other materials that collectively are reasonably sufficient to permit a reasonably skilled computer programmer to understand the design, structure and implementation of the Software, to maintain, modify and implement such Software and to enable a professional writer to write documentation and help files for the Software, in each case without assistance from the developing party.

1.2. Other Defined Terms. In addition to the terms defined in Section 1.1, the following terms shall have the respective meanings assigned thereto in the Sections indicated below:

Defined Term	Section
Acquired Platform Assets	Purchase Agreement
Annual Base Cap	8.3(b)
Business	Purchase Agreement
Business Use	2.2(b)
Business Use License	2.2
Confidential Information	6.1

Defined Term	Section
Contract Year	Long Term Agreement
Development Plan	3.4(a)
Development Manager	3.4(c)(i)
Disclosing Party	6.1
Effective Date	Preamble
First Transaction	Recitals
Force Majeure Event	4.9
GEOSYS Entity/GEOSYS Entities	Preamble
GEOSYS France	Preamble
ILSA	Preamble
Indemnified Group	8.1
Interim Owner	Preamble
Joint Development Committee or JDC	3.4(c)(ii)
Liability Exceptions	8.3(c)
Licenses	2.1
Long Term Agreement	Recitals
Notice of Election	8.2(a)
Ongoing Services	3.1
party or parties	Preamble
Platform Separation and UrtheDaily Improvements License	2.3

Defined Term	Section
Purchase Agreement	Recitals
Ramp-Down Period	9.4(d)
Receiving Party	6.1
Second Closing	Purchase Agreement
Second Closing Outside Date	Purchase Agreement
Second Transaction	Recitals
Statement of Work; SOW	3.2
Taxes	5.1
Term	9.1
UrtheCast	Preamble
UrtheCast Entities	Preamble
UrtheDaily Constellation	Long Term Agreement
UrtheDaily Imagery Data	Long Term Agreement
UrtheDaily Improvements Completion	Long Term Agreement
Warranty Period	7.2(a)
Winfield	Long Term Agreement

1.3. Interpretation. This Agreement will be governed by the following rules of construction, unless otherwise specified by this Agreement: (a) words of one gender will be deemed to include words of other genders; (b) any reference to an Article, Section, or Exhibit is a reference to an Article, Section or Exhibit of this ILSA or the applicable SOW, as the case may be, unless specifically indicated to the contrary; (c) the terms “hereof,” “hereby,” “hereto,” “hereunder” and similar terms will refer to this Agreement as a whole; (d) the word “including” and words of

similar import mean “including, without limitation” and “including, but not limited to”; (e) the headings contained herein are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement; (f) this Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted; (g) all references to “dollars” or “\$” refer to United States dollars; and (h) all references to “days” mean calendar days unless stated to be business days. Notwithstanding that a particular UrtheCast Entity is specified as having the obligation to perform herein, the UrtheCast Entities are jointly and severally liable for performance hereunder.

ARTICLE II LICENSES

2.1. Licenses. Subject to the terms and conditions of this Agreement, Interim Owner grants to the UrtheCast Entities severally as set forth below the following non-exclusive, royalty-free, non-transferable rights, without the right to sublicense except the expressly permitted rights below, during the Term (collectively, the “**Licenses**”):

- (a) the Business Use License; and
- (b) the Platform Separation and UrtheDaily Improvements License.

2.2. Business Use License. The “**Business Use License**” is a license and right to the UrtheCast Entities to:

- (a) continue to have the GEOSYS Products installed on servers hosted and managed by the applicable UrtheCast Entity;
- (b) perform and activate the processing capabilities of the GEOSYS Products, load, execute, access, employ the GEOSYS Products, display information resulting from such capabilities to the extent necessary to conduct the Business and do all other things necessary to conduct the Business as it was conducted as of the Effective Date (the “**Business Use**”) including to:
 - i. use the GEOSYS Products to perform per the contracts between the applicable GEOSYS Entity and its current Business Partners;
 - ii. market and sell new or renewal licenses and services to existing and potential Business Partners to access and use (only on a hosted basis) the hosted GEOSYS Products (which includes the right for Business Partners to further grant licenses to access and use to their end users Business Partners for such use); provided, however, that in each case such sublicenses contain provisions no less protective than the terms of this Agreement with respect to the GEOSYS Products, or correspond to similar licenses granted in the Business prior to the Effective Date including termination at the end of the Ramp-Down Period (if applicable); and
 - iii. modify and make derivative works of the GEOSYS Products for purposes of error correction, maintenance and upgrading the GEOSYS Products; provided that all such modifications and derivatives are GEOSYS Products Developments assigned to Interim Owner hereunder.

For clarity, the Business Use License does not include any rights to the R7 Product.

2.3. Platform Separation and UrtheDaily Improvements License. The “**Platform Separation and UrtheDaily Improvements License**” is a license and right to the applicable UrtheCast Entity to:

- (a) continue to have installed the GEOSYS Products on servers hosted and managed by the applicable UrtheCast Entity in the United States of America in order to perform under subsection (c);
- (b) access and use the R7 Product hosted by the applicable UrtheCast Entity under the Long Term Agreement in order to perform under subsection (c); and
- (c) modify and make derivative works of, and develop, the GEOSYS Products and R7 Product for the purposes of (i) fully separating the GEOSYS Products and the R7 Product into separate products, and (ii) meeting the requirements necessary to handle the expected volume of UrtheDaily Imagery Data from the UrtheDaily Constellation, as further described in Section 3.4, which efforts would result in a new Second Generation R7 Product and new Second Generation GEOSYS Products, in each case which include the features and functionality set forth in Exhibit C (Development Plan Framework).

2.4. Copies. The applicable UrtheCast Entities may make copies of the GEOSYS Products as necessary to conduct the Business under the Business Use License, including for the development platform, test platform, pre-production platform, and production platforms, and on an as needed basis of the GEOSYS Products only for backup, archival, disaster recovery, and disaster recovery testing purposes consistent with the applicable UrtheCast Entity’s data retention policies and business continuity procedures. On each such copy of the GEOSYS Products, the applicable UrtheCast Entity shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the GEOSYS Products made or received by the UrtheCast Entities can be used only as permitted under this Agreement. At any time within ten (10) days after Interim Owner’s written request, the UrtheCast Entities shall inform Interim Owner of the number and location of all copies of the GEOSYS Products made or received by the GEOSYS Entities. Any rights to copy the R7 Product are specified in the Long Term Agreement.

2.5. Source Code. Without limiting the other terms in this Article II, the UrtheCast Entities recognize and acknowledge that whenever they receive source code from Interim Owner, they shall maintain the confidentiality of such source code and use it solely for the applicable License. The UrtheCast Entities agree to use reasonable safeguards to (i) hold all such source code in the strictest confidence and (ii) ensure that their respective Personnel do not disclose such source code to any person, firm or corporation or to use it except as only necessary in use of the Licenses. The foregoing does not expand the Licenses.

2.6. Delivery. The UrtheCast Entities acknowledge that the applicable UrtheCast Entity has a master copy of all of the GEOSYS Products and R7 Product, and no delivery thereof is required hereunder.

2.7. Restrictions on Use. The UrtheCast Entities shall not sublicense, license, sell, lease, rent,

assign, transfer or otherwise make the GEOSYS Products and R7 Product available to third parties (except as expressly set forth in the Business Use License and for the applicable UrtheCast Entity's authorized Personnel). Interim Owner reserves all rights not granted herein. Without limiting the generality of the foregoing, the UrtheCast Entities shall not, and shall not permit any of their Personnel or any third party to: (a) copy (except as permitted above), translate, disassemble, decompile, reverse-engineer, or attempt to create the source code from object code for, the GEOSYS Products and R7 Product; (b) modify or make any derivative works of any GEOSYS Products and R7 Product except as expressly granted in the Licenses and Long Term Agreement and all such modifications and derivative works are the applicable GEOSYS Developments; (c) use any GEOSYS Products and R7 Product to knowingly transmit any content, data or information that is unlawful, defamatory, or invasive of another's privacy right or right of publicity or infringes any intellectual property rights; (d) knowingly interfere with or disrupt the Interim Owner Network; or (e) use GEOSYS Products and the R7 Product in the operation of a service bureau, outsourcing or time-sharing service except as expressly permitted in the Business Use License.

2.8. Ownership of all GEOSYS Developments.

(a) All GEOSYS Developments, and all Intellectual Property Rights therein, will be solely owned by Interim Owner. Interim Owner will be deemed to be the author and inventor of the GEOSYS Developments immediately upon their creation, authoring, development or invention under applicable Laws. Nothing in this Agreement will grant to the UrtheCast Entities any right, title or interest in or to the GEOSYS Products and R7 Product. The UrtheCast Entities shall not, during the Term, seek to register anywhere in the world any intellectual property rights owned by Interim Owner, including those intellectual property right related to the GEOSYS Products and R7 Product. The foregoing does not alter the terms of (a) the Purchase Agreement, which provides for the assignment of the Acquired Platform Assets to AcquireCo on the Second Closing (as such term is defined in the Purchase Agreement), if the Second Closing occurs, or (b) the Long Term Agreement.

(b) The GEOSYS Developments that are copyrightable will be deemed "works made for hire" under the U.S. Copyright Act or equivalent foreign Law. Without limiting the foregoing, the UrtheCast Entities, for themselves and their Personnel, will and hereby do, without further consideration, assign, transfer and convey to Interim Owner (both present and future), effective immediately on the authoring, creation, invention or development of the GEOSYS Developments, all right, title and interest whatsoever throughout the world in and to the GEOSYS Developments, including all Intellectual Property Rights therein.

(c) The UrtheCast Entities shall take all actions required under applicable Law to ensure that they acquire all available rights in the GEOSYS Developments, including all Intellectual Property Rights therein, from their Personnel to ensure full rights as stated in this Article II can be granted to Interim Owner. To the extent any of the UrtheCast Entities' (including any Personnel's) rights in any GEOSYS Developments, including any Moral Rights, are not capable of assignment under applicable Law, the UrtheCast Entities hereby irrevocably and unconditionally waive all such rights, including all enforcement of such rights, to the maximum extent permitted under applicable Law, and shall ensure that their Personnel shall too.

The UrtheCast Entities hereby agree that if Interim Owner is unable, for any reason, to secure any of the UrtheCast Entities' signature or action to do any of the requirements in this Article II within fifteen (15) business days after receipt by the UrtheCast Entities of a written request to do the same (which such request will reference this Section), then Interim Owner will send the UrtheCast Entities a second written request. If within five (5) business days of receipt of such second written request, the UrtheCast Entities have not acted in accordance with the foregoing, then the UrtheCast Entities will irrevocably appoint, and the UrtheCast Entities hereby irrevocably designate and appoint, Interim Owner their agent and attorney-in-fact to act for and on their behalf as necessary to execute, register and file any applications, and to do all other lawfully permitted acts, to further the assignment, registration, prosecution, issuance and enforcement of the Intellectual Property Rights in the GEOSYS Developments with the same legal force and effect as if executed, registered and filed by the UrtheCast Entities. Upon request, the UrtheCast Entities shall provide evidence of a waiver of moral rights from their Personnel involved in creating or developing the GEOSYS Developments.

(d) The applicable UrtheCast Entity will at the end of predefined time points or milestones, deposit all then-current GEOSYS Developments to an FTP location provided by Interim Owner. Without limiting the generality of the foregoing, the applicable UrtheCast Entity shall, promptly as developed, provide Interim Owner with all of the Software for all GEOSYS Developments. Such Software shall be sufficient to allow a reasonably knowledgeable and experienced programmer to maintain and support such GEOSYS Developments and the user documentation for such GEOSYS Developments shall accurately describe in terms understandable by a typical end user the functions and features of such GEOSYS Developments and the procedures for exercising such functions and features.

2.9. Prosecution and Enforcement. During the Term, if Interim Owner is notified in writing or becomes aware of any unauthorized or infringing use of the GEOSYS Products or R7 Product, or any element or part thereof, Interim Owner shall elect, in its sole and absolute discretion, to take or not to take action against any infringing party, and shall promptly give the UrtheCast Entities reasonably detailed notice of the unauthorized or infringing use, together with notice of its election. The UrtheCast Entities shall cooperate in any such action, including by agreeing to be named as a party to the action. The UrtheCast Entities shall provide reasonable assistance to Interim Owner in all respects for such claims, at Interim Owner's expense. The institution and conduct of litigation, the selection of and communication with attorneys, and the settlement of litigation and claims affecting the foregoing Intellectual Property Rights shall be entirely within the sole discretion of Interim Owner. In the event any action in relation to any unauthorized or infringing use of the GEOSYS Products, or any element or part thereof, results in the payment of monetary damages or settlement to Interim Owner during the Term, such monetary damages or settlement, to the extent they relate solely to the GEOSYS Products (and not to the R7 Product) shall, after deduction for all costs and expenses incurred in connection with any such action, be held in escrow for the benefit of AcquireCo and shall be assigned to AcquireCo at the Second Closing (if it occurs, otherwise it shall be released to Interim Owner on termination of the Purchase Agreement). In the event any action in relation to any unauthorized or infringing use of the R7 Product, or any element or part thereof, results in the payment of monetary damages or settlement to Interim Owner, the parties agree that Interim Owner shall be solely entitled to such

monetary damages or settlement.

ARTICLE III SERVICES

3.1. Ongoing Services. Interim Owner (for itself and its Affiliates) shall use reasonable efforts to provide to the applicable UrtheCast Entity any consultative/transition services requested by the applicable UrtheCast Entity (the “**Ongoing Services**”) in the same manner in all material respects, and with the same relative priority in all material respects, as Land O’Lakes, Inc. and Interim Owner provided such Ongoing Services to the applicable UrtheCast Entity, on the one hand, and its other Affiliates, on the other hand prior to the Effective Date for the period prior to December 31, 2018. Notwithstanding anything to the contrary herein, Interim Owner shall not be required to provide Ongoing Services beyond a level sufficient to support the applicable UrtheCast Entity’s continued operation of the Business as conducted as of the Effective Date plus normal growth of such operations during such period (but Interim Owner shall not be required to expand its facilities or otherwise incur any material capital cost to support the applicable UrtheCast Entity’s growth). Interim Owner shall have no obligation to provide Ongoing Services for any growth beyond normal growth of the Business or beyond such period.

3.2. SOWs. In the event that the applicable UrtheCast Entity desires consulting services from Interim Owner, such services will be described in written statements of work incorporating by reference the terms of this ILSA and executed by all of the parties (each, together with all schedules and attachments thereto, a “**Statement of Work**” or “**SOW**”). Neither party will be obligated to perform under any Statement of Work until such Statement of Work is fully signed by authorized representatives of each party. Provisions in a Statement of Work only will have effect with respect to such Statement of Work, and will not affect any other Statement of Work. If the provisions of a Statement of Work conflict with the provisions of this ILSA, the provisions of this ILSA will prevail except to the extent that the Statement of Work expressly states that it supersedes the conflicting provision(s) of this ILSA (and in such case, only with respect to services to be performed under such Statement of Work).

3.3. Conduct of Business. The UrtheCast Entities shall conduct the Business in the same manner in all material respects, and with the same relative priority in all material respects, as the GEOSYS Entities conducted the Business prior to the Effective Date.

3.4. Platform Separation and UrtheDaily Improvements Completion.

(a) Development Plan. Within ninety (90) days following the Effective Date (which may be extended by agreement of the parties), the parties shall develop and finalize a development plan to govern the applicable UrtheCast Entity’s development of (i) the separated platforms for the GEOSYS Products and R7 Product, and (ii) the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data, and outlining each party’s respective obligations with respect to such development, consistent with the development plan framework set forth in Exhibit C (Development Plan Framework) (the “**Development Plan**”). The Development Plan shall contain additional detail regarding each party’s obligations with respect to the development. Pursuant to the Development Plan:

i. the applicable UrtheCast Entity shall develop the GEOSYS Developments necessary to (A) accomplish the Platform Separation in accordance with the criteria set forth in Exhibit C (Development Plan Framework) by the Second Closing Outside Date and (B) develop the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data in accordance with the criteria set forth in Exhibit G (UrtheDaily Improvements Completion Criteria) to the Long Term Agreement (which may or may not occur before the Second Closing); and

ii. Interim Owner shall be primarily responsible for testing the iterations of separation and approving the Second Generation GEOSYS Products and Second Generation R7 Product, and, together with the applicable UrtheCast Entity, each acting reasonably and in good faith, the Platform Separation and the UrtheDaily Improvements Completion (however acceptance of the Second Generation R7 Product is solely by Interim Owner).

(b) Updates. During the Term, the applicable UrtheCast Entity agrees to provide Interim Owner with updates periodically with respect to the Platform Separation and other developments.

(c) Joint Development Committee.

i. Within ten (10) days following the Effective Date, each party will appoint (and notify the other party of the identity of) a senior representative having an understanding of Software development issues to act as its Development Manager under this Agreement and the Long Term Agreement with respect to Platform Separation and the developments to accomplish the UrtheDaily Improvements Completion (each a “**Development Manager**”). The Development Managers will serve as the contact point between the parties for the purpose of separation and further development of the GEOSYS Products and R7 Product and will be primarily responsible for: (a) facilitating the flow of information and otherwise promoting communication, coordination and collaboration between the parties with respect to development; (b) providing single point communication for seeking consensus between the parties regarding development; and (c) raising disputes in a timely manner. Each party may replace its Development Manager on written notice to the other party.

ii. Within ten (10) days following the Effective Date, the parties will establish a joint development committee to coordinate the parties’ activities under this Agreement and the Long Term Agreement with respect to Platform Separation and the developments to accomplish the UrtheDaily Improvements Completion (“**Joint Development Committee**” or “**JDC**”). The Joint Development Committee will operate to facilitate discussions and ensure effective planning and coordination, including for testing, for all development efforts.

iii. The parties shall each appoint an equal number of members to the Joint Development Committee, but in any event no less than two (2) members per each party. For clarity, each party may designate its Development Manager as one of its Joint Development Committee members. The parties shall each designate one of their

appointees to serve as Co-Chairmen of the Joint Development Committee. Either party may substitute in its sole discretion its members of the Joint Development Committee from time to time upon written notice to the other party, provided, however, that, without limiting the generality of the foregoing, a key objective with respect to membership in the Joint Development Committee shall be preserving continuity.

iv. The Joint Development Committee shall be responsible for managing the following activities under this Agreement:

A. the planned roadmap and costs involved for both for Platform Separation and for further development of the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data;

B. each party's contribution to, and performance of, the Platform Separation as specified in the Development Plan, including performing per schedule;

C. the UrtheCast Entities' performance of further development of the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data as specified in the Development Plan, including performing per schedule;

D. reviewing and testing of each iteration of the GEOSYS Products and R7 Product as they are separated per the Development Plan and further developed to function and be compatible with the UrtheDaily Imagery Data, including each iteration of the Second Generation GEOSYS Products and Second Generation R7 Product;

E. reviewing, approving and, as necessary, amending, the Development Plan; and,

F. any other matters deferred to the Joint Development Committee in accordance with this Agreement.

v. The Joint Development Committee shall hold meetings on a regular basis, but no less than once per quarter. The first meeting of the Joint Development Committee shall be held as soon as reasonably practicable, but in any event no later than sixty (60) days following the Effective Date. Joint Development Committee meetings shall take place in form of meetings in person or via video conferences or telephone conferences. Unless otherwise agreed to by the Joint Development Committee, the location of the in person committee meetings shall alternate between the parties' offices. Each member of the Joint Development Committee shall have the right to call an extraordinary meeting of the Joint Development Committee upon at least five (5) days written notice to discuss any issues that a party reasonably believes must be addressed prior to the next regularly scheduled meeting. Minutes of the Joint Development Committee shall be transcribed and issued within thirty (30) days after each meeting by a secretary appointed by the Co-

Chairmen, and shall be approved as the first order of business at the immediately succeeding committee meeting.

vi. Each party shall bear its own costs associated with its participation on the Joint Development Committee, including all travel and living expenses.

vii. The Joint Development Committee shall operate by unanimous vote and such decisions shall be binding on the parties. If a unanimous decision cannot be reached as to any issue related to development, the Joint Development Committee shall escalate such decision to the Co-Chairmen of the Joint Development Committee for resolution, effective as of the day immediately after the date of the Joint Development Committee meeting at which unanimous decision could not be reached as to such issue. If the Co-Chairmen do not resolve the issue within sixty (60) days of the date of such escalation, Interim Owner shall have the casting vote and final decision right for Platform Separation, and with respect to the developments for functionality and compatibility with the UrtheDaily Imagery Data, Interim Owner shall have the casting vote and final decision right for the R7 Product and UrtheCast shall have the casting vote and final decision right for the GEOSYS Products. For clarity, the Joint Development Committee shall not have the authority to independently amend the terms and conditions of this Agreement.

3.5. Timelines for Performance. For each service where dates for performance are specified in an SOW or this ILSA, the party performing will complete the applicable deliveries and services in accordance with the specified timelines. If the performing party fails to meet a timeline, such party will promptly notify the other party and, at its expense to the extent such delay is not excused by Section 3.6, control and minimize such delay, including by assigning additional resources and take appropriate action to prevent such delay from resulting in further services or deliverables being delayed.

3.6. Savings Clause. Each party's failure to perform its responsibilities under this Agreement will be excused on a day by day basis if and to the extent such party's non-performance is directly caused by the failure of the other party or its Personnel to perform the other party's obligations under this Agreement. The party seeking the excuse from performance shall promptly notify the other party when it becomes aware that a failure of the other party or its Personnel will cause, or has caused, a failure by the notifying party in performing, and the parties shall work together to prevent or circumvent such failure(s).

3.7. Compliance with Laws. Each Service Provider will perform their respective services hereunder in accordance with all applicable Laws.

3.8. Change Control. Any changes to this Agreement are subject to the terms of Section 10.1. Either party may request a change to an SOW by providing a project change request to the other party. The receiving party shall have ten (10) days to respond to each such proposed change, and the parties shall negotiate the terms in good faith in a timely manner.

3.9. Acceptance Procedure. The parties will follow the acceptance procedures in Exhibit E (Acceptance Procedure) with respect to all GEOSYS Developments including each iteration of the Second Generation GEOSYS Products and the Second Generation R7 Product.

3.10. Governance. During the Term, in addition to the JDC, representatives of the parties will meet periodically to discuss matters arising under this Agreement, including any such meetings provided for in this Agreement. Each party will bear its own costs in connection with the attendance and participation of such party's representatives in such meetings.

ARTICLE IV ADDITIONAL SERVICE OBLIGATIONS

4.1. Service Provider Personnel. Service Provider will assign sufficient Service Provider Personnel to provide the applicable services hereunder and such Service Provider Personnel will possess suitable competence, skill, experience, and qualifications and will be properly educated and trained for the services they are to perform. Service Provider will provide direction to its Service Provider Personnel performing services and will ensure that its Service Provider Personnel comply with all applicable terms and conditions of this Agreement while they are performing services.

4.2. Replacement of Service Provider Personnel. In the event that Service Recipient determines in good faith and not for an unlawful purpose that the continued assignment to Service Recipient of any individual Service Provider Personnel is not in the best interests of Service Recipient, then Service Provider will, as soon as possible, permanently remove and replace such Service Provider Personnel with an individual of suitable ability and qualifications, without cost to Service Recipient. In such event, Service Recipient will not be obligated to pay any charges or other fees relating to the replacement of such Service Provider Personnel, including any training or other knowledge transfer activities or overlaps in periods of employment. Nothing in this provision will operate or be construed to limit Service Provider's responsibility for the acts or omissions of the Service Provider Personnel, or be construed as joint employment.

4.3. Service Recipient Policies. Service Provider will ensure that Service Provider Personnel, while assigned to provide services or otherwise visiting or accessing Service Recipient's or its Affiliates' facilities will (a) comply with Service Recipient's, or the appropriate Service Recipient Affiliate's, then-current environmental, health, safety, and security policies and procedures and other rules and regulations applicable to Service Recipient or Service Recipient Affiliate personnel at those facilities; provided, however, that any such policies, procedures, rules and regulations: (i) are reasonable, (ii) comply with applicable Law, provided that the Service Provider shall also be obligated to comply with policies that are more stringent than applicable Law, and (iii) are brought to Service Provider's attention, (b) comply with reasonable requests of Service Recipient pertaining to personal and professional conduct, (c) attend workplace training offered by Service Recipient at Service Recipient's request; provided, however, that Service Recipient reimburses Service Provider for any reasonable and necessary out-of-pocket costs actually incurred by Service Provider in connection with same, and (d) otherwise conduct themselves in a professional and businesslike manner.

4.4. Subcontractors. Except as is otherwise provided herein in relation to the UrtheCast Entities, if Service Provider desires to have any of its Affiliates perform any of Service Provider's obligations hereunder, such Affiliate shall be deemed a subcontractor of Service

Provider hereunder. Service Provider may subcontract its obligations hereunder subject to the following:

- (a) any access to the R7 Product requires Interim Owner's prior written consent;
- (b) Service Provider shall have a valid written agreement with each subcontractor which is consistent with the terms hereof, including confidentiality obligations, and which assigns all of the subcontractor's rights in any GEOSYS Developments, including all Intellectual Property Rights therein, to the applicable UrtheCast Entity for assignment to Interim Owner hereunder;
- (c) Service Provider will be solely responsible for all fees, costs, and other expenses relating to each subcontractor's performance in relation to this Agreement;
- (d) Service Provider will not retain (even if approved by Service Recipient) any subcontractor in any country where doing so would violate any applicable Laws, including, due to embargoes or other restrictions, or put any additional responsibilities on Service Recipient; and
- (e) Service Provider acknowledges and agrees that Service Recipient has no obligations under this Agreement to any subcontractor and no subcontractor has any rights or remedies against Service Recipient under this Agreement.

4.5. Service Provider Personnel Are Not Service Recipient Employees.

(a) The parties intend to create an independent contractor relationship and nothing in this Agreement will operate or be construed as making the parties partners, joint venturers, principals, joint employers, agents or employees of or with the other. No Personnel retained by Service Provider to perform work on Service Recipient's behalf hereunder will be deemed to be an officer, director, employee, agent, affiliate, contractor or subcontractor of Service Recipient for any purpose. Service Recipient does not have the right, power, authority or duty to supervise or direct the activities of any Service Provider Personnel or to compensate any Service Provider Personnel for any work performed by them pursuant to this Agreement. Service Provider, and not Service Recipient, will be responsible and liable for the acts and omissions of Service Provider Personnel, including acts and omissions constituting negligence, willful misconduct and/or fraud.

(b) Service Provider Personnel will clearly identify themselves as Service Provider Personnel and not as employees or representatives of Service Recipient in any and all communications, whether oral, written or electronic, unless and to the extent authorized by Service Recipient in connection with the performance of specific services. Each Service Provider Personnel will wear a badge indicating that he or she is employed by Service Provider or its subcontractors when at a Service Recipient/Service Recipient Affiliate site.

4.6. Right to Work. Service Provider will ensure that Service Provider Personnel are authorized to work in any country in which they are assigned to perform services.

4.7. Resources. Except as otherwise expressly provided in a Statement of Work as a Service Recipient responsibility, the Service Provider will be responsible for providing the facilities,

personnel, equipment, Software, materials, technical knowledge, expertise and other resources necessary to provide the services it is obligated to provide hereunder.

4.8. Business Continuity and Disaster Recovery Plan. Each Service Provider will maintain an adequate business continuity and disaster recovery plan in respect of each service location, and provision of Personnel and other resources hereunder. Each Service Provider will update and test the business continuity and disaster recovery plan at least annually and certify the results of such testing to the other party. Upon a Force Majeure Event, the Service Provider will promptly undertake all applicable actions and precautions under the business continuity and disaster recovery plan, and diligently pursue them as necessary to avoid, or if not avoidable, minimize any interruption to the services being delivered by Service Provider hereunder.

4.9. Force Majeure Event. Any failure or delay by a party in the performance of its obligations will not be deemed a default of this Agreement or a ground for termination to the extent such failure or delay is caused by a Force Majeure Event. “**Force Majeure Event**” means any of the following events that causes a party to delay performance or fail to perform an obligation under this Agreement: fire and flood caused by nature or Acts of God, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, and court order. The party whose performance is affected by a Force Majeure Event will immediately notify the other party by telephone and email (to be confirmed in a notice within five (5) days of the inception of such delay).

ARTICLE V FEES AND COSTS

5.1. Ongoing Services and SOW Costs. Interim Owner shall bear all of the costs and expenses in performing the Ongoing Services for the period prior to December 31, 2018. Thereafter, for additional Ongoing Services, the parties shall enter into an SOW covering such Ongoing Services and the costs of any such Ongoing Services provided by Interim Owner under an SOW shall be set forth in the applicable SOW agreed by the parties. Interim Owner shall invoice the UrtheCast Entities for the fees and expenses in accordance with the SOW. All amounts due hereunder are due in US Dollars. Payment on undisputed amounts will be due within thirty (30) days after receipt of invoice. The fees hereunder do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”) imposed with respect to the services. The UrtheCast Entities are solely responsible for Taxes assessable against the UrtheCast Entities (a) based on its income, property and employees, and (b) with respect to the services. Interim Owner is solely responsible for taxes assessable against Interim Owner (i) based on its own income, property and employees, and (ii) with respect to the services, including any third party goods or services obtained by Interim Owner in connection with provision of the services.

5.2. Conduct of Business, Platform Separation and UrtheDaily Improvements. The UrtheCast Entities shall bear all of the costs and expenses in conducting the Business and performing the services to accomplish the Platform Separation and the UrtheDaily Improvements Completion.

ARTICLE VI CONFIDENTIAL INFORMATION

6.1. Confidential Information. “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing hereunder. The GEOSYS Products and R7 Product are Interim Owner’s Confidential Information under this Agreement. Confidential Information of each party includes, but is not limited to, the terms and conditions of this Agreement, including all SOWs (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) is received from a third party without breach of any obligation owed to the Disclosing Party, or (c) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. The fact that a Receiving Party had access to the Disclosing Party’s Confidential Information before the Effective Date does not affect its treatment as Confidential Information hereunder.

6.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to protect the other party’s Confidential Information. The Receiving Party will (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its Personnel, or, with respect to the Business Use License, the Business Partners, who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Except as permitted pursuant to Section 6.3 below or as otherwise permitted herein, neither party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel, and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this Article.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a legal proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6.4. Return or Destruction. Each party has reserved all rights to its respective Confidential Information not expressly granted herein. The Receiving Party will return or destroy all tangible or electronic copies of any of the Disclosing Party’s Confidential Information promptly upon the Disclosing Party’s request; it being understood and agreed that the Receiving Party shall have no

obligation to do so if returning or destroying such Confidential Information will frustrate its ability: (i) to perform its obligations during the Term; or (ii) enjoy its rights hereunder; and in each case such Confidential Information retained shall continue to be subject to the terms of this Article VI. If the Disclosing Party so requests in writing, the Receiving Party will provide a certificate, signed by an authorized representative of the Receiving Party, certifying that all of the Disclosing Party's Confidential Information has been returned or destroyed subject to the exceptions in the preceding sentence.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1. Authorization. Each party represents, warrants and covenants to the other that:

- (a) it is a corporation or limited liability company duly incorporated, validly existing and in good standing under the Laws of its state of incorporation or formation, as applicable;
- (b) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) it has obtained all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable Laws, except to the extent the failure to obtain any such license, authorizations, approvals, consents or permits is, in the aggregate, immaterial, and once duly executed, this Agreement will constitute its legal, valid and binding obligations;
- (d) the execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order, or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default; and
- (e) it has the authority to bind its Affiliates to this Agreement.

7.2. Second Generation R7 Product Warranties.

(a) The applicable UrtheCast Entity warrants that for the period ending one hundred eighty (180) days after acceptance of the Second Generation R7 Product that results in Platform Separation (the “**Warranty Period**”), the Second Generation R7 Product will individually and when operated as a system with the technology referenced in Exhibit C (Development Plan Framework):

- i. satisfy, conform to and perform in accordance with all requirements and other terms in Exhibit C (Development Plan Framework);
- ii. comply with applicable Law; and
- iii. be substantially free from errors in operation and performance and free from defects, including defects in design, materials and workmanship (but solely with respect to those elements of the Second Generation R7 Product which the applicable UrtheCast Entity is responsible for coding or otherwise introducing into the R7 Product after the Effective Date); and

iv. unless notified to Interim Owner in writing in advance, not contain Open Source Software (other than any Open Source Software that was introduced prior to the Effective Date).

(b) If Interim Owner, acting reasonably, is of the view that the Second Generation R7 Product does not meet the warranty in this Section 7.2, it will promptly notify the applicable UrtheCast Entity (of which Interim Owner is made aware). Upon its receipt of any such notice, the applicable UrtheCast Entity will promptly correct or cause the correction of the deficiencies giving rise to the breach at the applicable UrtheCast Entity's sole expense, without limiting Interim Owner's remedies, in a prompt and timely manner commensurate with the nature and effect of such breach, and within thirty (30) days after notification from Interim Owner, such that the corrected deliverable complies with such warranties. In the event that Interim Owner does not accept the corrected Second Generation R7 Product, the applicable UrtheCast Entity may have a further thirty (30) days (or such longer period as Interim Owner may, in its sole discretion, acting reasonably, decide) in which to re-perform, correct and re-submit the Second Generation R7 Product until Interim Owner accepts the corrected Second Generation R7 Product pursuant to this Section 7.2, at the applicable UrtheCast Entity's sole cost and expense; provided that if the applicable UrtheCast Entity fails to correct the same non-conforming issue after three (3) attempts, Interim Owner, in addition to and not in lieu or limitation of any other remedies available to it, may (in its sole discretion) either: (i) extend the time for the applicable UrtheCast Entity to correct such breach (if correction is commercially practical) and satisfy the warranty; (ii) conditionally accept the non-conforming deliverable on the condition that the applicable UrtheCast Entity satisfy the warranty in accordance with a remediation plan provided by the applicable UrtheCast Entity and approved by Interim Owner; or (iii) retain the Second Generation R7 Product and receive an appropriate reduction in the charges that reflects the extent to which the deliverable conforms to the warranty and directly, or by use of a third party, make the necessary corrections, and charge the applicable UrtheCast Entity an amount equal to all costs incurred by Interim Owner to third parties retained by Interim Owner to correct the breach of warranty (provided that the foregoing does not prevent Interim Owner from making a claim for damages). If Interim Owner selects option (i) but the breach is still not corrected within the extended time, Interim Owner shall have the same options. Any repaired or replaced Second Generation R7 Product shall be subject to the remainder of the warranties; except that, with respect to the corrected Second Generation R7 Product defect, the applicable Warranty Period shall be extended to the longer of (1) the remainder of the original Warranty Period and (2) thirty (30) days from the date of Interim Owner's acceptance of such corrected Second Generation R7 Product defect. Breach of the warranty in this Section 7.2 by the applicable UrtheCast Entity which is not corrected as set forth above shall be deemed to be a material breach that gives rise to a termination right under the Long Term Agreement.

7.3. Adequate Documentation. The applicable UrtheCast Entity warrants that all GEOSYS Developments that are Software will be accompanied by documentation that will describe the features and functions of the version(s) of the Software GEOSYS Developments and all information that a reasonably skilled programmer needs to understand the design, structure and implementation of the Software, to maintain, modify and implement such GEOSYS Developments and to enable a professional writer to write documentation and help files for the

Software, in each case without assistance from the UrtheCast Entities.

7.4. Disabling Code. The applicable UrtheCast Entity will identify, screen and prevent and will not itself intentionally install any Disabling Code in any GEOSYS Developments. If any Disabling Code is found to have been introduced, the applicable UrtheCast Entity will, at no additional charge, and as applicable:

(a) replace the portion of the GEOSYS Developments that contains the Disabling Code and such replacement portion shall be subject to acceptance and the warranties in Section 7.2; and

(b) use commercially reasonable efforts to reduce the effects of the Disabling Code and remediate any damage caused thereby.

7.5. No Malicious Code. Each party will maintain current, industry recognized Malicious Code protection. The applicable UrtheCast Entity will use commercially reasonable efforts to prevent Malicious Code from being coded or introduced into the R7 Product, the GEOSYS Products, the GEOSYS Developments, the Interim Owner Network or any other Interim Owner resource. Interim Owner will use commercially reasonable efforts to prevent Malicious Code from being introduced into any UrtheCast Entity resource.

7.6. Non-Infringement. The UrtheCast Entities represent and warrant that:

(a) the UrtheCast Entities have the right to grant all rights to the GEOSYS Developments to Interim Owner;

(b) Interim Owner will receive good and valid title to all GEOSYS Developments, free and clear of all encumbrances and liens of any kind;

(c) Interim Owner will have no obligation to pay any third party any fees, royalties, or other payments for use of the GEOSYS Developments;

(d) (i) to the best of the UrtheCast Entities' knowledge, neither the GEOSYS Developments nor their use infringe, violate or misappropriate any patent of any third party, and (ii) neither the GEOSYS Developments nor their use infringe, violate or misappropriate any copyright, trademark, trade secret or other intellectual property or proprietary right of any third party in Canada, the United States or Mexico; and

(e) there is no actual or threatened claim, litigation or proceeding pending or, to the best of the UrtheCast Entities' knowledge, threatened with respect to the GEOSYS Developments or any component thereof or their use alleging infringement, violation or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right of any person.

Notwithstanding anything to the contrary herein, the UrtheCast Entities shall neither be responsible nor liable under this Section 7.6 for any element of the GEOSYS Developments that were created, coded or otherwise developed prior to the Effective Date.

7.7. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES TO THE OTHER PARTY UNDER OR RELATING TO THIS AGREEMENT,

WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE VIII INDEMNIFICATION; LIMITATION ON LIABILITY; INSURANCE

8.1. Mutual Indemnity. The UrtheCast Entities on the one hand, jointly and severally, and Interim Owner on the other hand shall each defend, indemnify and hold harmless the other party and its Personnel, officers and directors (collectively for each party as indemnitee, the “**Indemnified Group**”) from and against any and all Losses suffered or incurred by any of the Indemnified Group as a result of any Claim by a third party brought or asserted against one or more members of the Indemnified Group which arises out of or in connection with: (a) breach of the indemnifying party’s representations or warranties herein; or (b) breach of Article VI or other confidentiality obligations or security requirements set forth herein by the indemnifying party; or (c) the negligence, gross negligence or willful misconduct of the indemnifying party in performing hereunder; or (d) for the UrtheCast Entities as indemnifying party, a claim that the GEOSYS Developments or their use infringe, violate or misappropriate any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; provided, however, that (i) each party’s obligation hereunder as indemnifying party is reduced to the extent the Claim is caused by the wrongful acts or omissions of anyone in the Indemnified Group of the other party; and (ii) the foregoing obligation does not apply to the extent that the applicable Claim is already covered under the Purchase Agreement (which shall take precedence with regard thereto).

8.2. Indemnification Procedures. With respect to Claims for which indemnification is sought hereunder, the following procedures will apply:

(a) Promptly after receipt by the indemnified party of notice of the commencement or threatened commencement of any Claim in respect of which the indemnified party may seek indemnification pursuant to this Agreement, the indemnified party will notify the indemnifying party of such Claim in writing. Failure to notify the indemnifying party will not relieve the indemnifying party of its obligations under this Agreement except to the extent that the indemnifying party is prejudiced by such failure. Within fifteen (15) days following receipt of written notice from the indemnified party relating to any such Claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnifying party may notify the indemnified party in writing if the indemnifying party elects to exercise its option to assume control of the defense and settlement of that Claim (a “**Notice of Election**”).

(b) If the indemnifying party delivers a Notice of Election relating to such Claim within the required notice period, the indemnifying party will be entitled to have sole control over the defense and settlement of such Claim; provided that:

- i. the indemnified party will be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim;
- ii. the indemnifying party will obtain the prior written approval of the

indemnified party before entering into any settlement of such Claim or ceasing to defend against such Claim; and

iii. the indemnified party will cooperate in all reasonable respects with the indemnifying party regarding the investigation and defense of any such Claim, at the indemnifying party's cost.

(c) After the indemnifying party has delivered a Notice of Election relating to any Claim in accordance with subsection (a), the indemnifying party will not be liable to the indemnified party for any legal expenses incurred by the indemnified party in connection with the defense of that Claim.

(d) The indemnifying party will not be required to indemnify the indemnified party for any amount paid or payable by the indemnified party in the settlement of any Claim for which the indemnifying party has delivered a timely Notice of Election, if such amount was agreed to without the written consent of the indemnifying party.

(e) If the indemnifying party does not deliver a Notice of Election relating to any Claim within the required notice period or if the indemnifying party delivers the Notice of Election but fails to defend, the indemnified party will have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of the indemnifying party to the extent the indemnified party is entitled to indemnification. The indemnifying party will promptly reimburse the indemnified party for all such costs and expenses.

8.3. Limitation on Liability.

(a) EXCEPT FOR THE LIABILITY EXCEPTIONS, IN NO EVENT SHALL A PARTY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER OR RESULTING FROM THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AN ACTION IS BASED ON CONTRACT, TORT, EQUITY OR OTHER THEORY. THE FOREGOING DISCLAIMER DOES NOT LIMIT THE INDEMNIFICATION OBLIGATIONS HEREUNDER TO THE EXTENT THE THIRD PARTY CLAIM COVERED BY THE INDEMNIFICATION OBLIGATIONS INCLUDES THE TYPES OF DAMAGES DISCLAIMED IN THE PRECEDING SENTENCE.

(b) Except for the Liability Exceptions, and subject to any reduction as a result of any claims made under the Long Term Agreement in a particular Contract Year under the Annual Base Cap, for each Contract Year under the Long Term Agreement, the liability of each party (and its Affiliates) under this Agreement for all claims, in the aggregate, during that Contract Year, whether an action is based on contract, tort, equity or other theory, will not exceed the amount to be paid by Winfield Solutions, LLC to the UrtheCast Entities under the Long Term Agreement during that Contract Year, provided that: (i) if a claim continues over multiple Contract Years, it shall be deemed to have occurred completely and solely during, and be subject to the cap applicable to, the first Contract Year in which it arose; and (ii) if a claim arises after the termination or expiration of this Agreement, it shall be deemed to have arisen during, and be subject to the cap applicable to, the final Contract Year.

(c) The limitations of liability specified in Section 8.3(a) and (b) will not apply with respect to (the “**Liability Exceptions**”):

- i. each party’s defense and indemnification obligations hereunder;
- ii. Losses occasioned by:
 - A. any violation, infringement or misappropriation of the other party’s intellectual property rights;
 - B. breach of Article VI (Confidential Information); or
 - C. a party’s fraud, willful misconduct, gross negligence, or criminal acts.

8.4. Insurance. In addition to any specific insurance required under an SOW, each party will maintain the insurance set forth in Exhibit F (Insurance) for the periods set forth therein.

ARTICLE IX TERM AND TERMINATION

9.1. Term. This ILSA commences on the Effective Date and expires on the closing of the Second Transaction unless terminated as set forth herein (the “**Term**”). Each SOW shall have the term set forth therein unless earlier terminated; provided, however, that no SOW shall extend beyond the Term without the mutual agreement of the parties.

9.2. Termination for Cause by Interim Owner. This Agreement may be terminated early for cause by Interim Owner with written notice to the UrtheCast Entities:

- (a) if the Platform Separation does not occur by the Second Closing Outside Date;
- (b) if there is a Change of Control of UrtheCast, or the entity that controls UrtheCast (if any), or any of the GEOSYS Entities; or
- (c) in the event that the Long Term Agreement is terminated by Winfield Solutions, LLC as permitted therein.

9.3. Mutual Termination for Cause. This Agreement may be terminated early for cause by Interim Owner with written notice to UrtheCast Entities or by the UrtheCast Entities with written notice to Interim Owner:

- (a) if the other party commits a material breach of this Agreement, which breach the other party has not made reasonable progress towards curing within thirty (30) days after notice of the breach from the non-breaching party, or which breach is not cured within sixty (60) days after notice of the breach from the non-breaching party; or
- (b) in the event that any of the UrtheCast Entities or Interim Owner (i) files for bankruptcy, (ii) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment

of a receiver or similar officer for it, (iii) passes a resolution for its voluntary liquidation, (iv) has a receiver or manager appointed over all or substantially all of its assets, (v) makes an assignment for the benefit of all or substantially all of its creditors, (vi) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations, (vii) fails or become incapable of paying its debts as they become due or is otherwise in default under material contracts and fails to promptly cure such defaults, or (viii) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

9.4. Effect of Termination. In the event of termination of this Agreement for any reason except for expiration:

- (a) the Second Transaction shall not occur;
- (b) ownership of the GEOSYS Products and R7 Product would be retained by Interim Owner and all GEOSYS Products Developments made during the Ramp-Down Period shall also be assigned to Interim Owner under Section 2.8;
- (c) the Platform Separation and UrtheDaily Improvements License would immediately terminate and the UrtheCast Entities shall immediately cease all use of the GEOSYS Products under such License and all use of the R7 Product under this Agreement;
- (d) the Business Use License would continue solely to the extent necessary to perform under contracts with Business Partners existing on the date of termination for a period which ends on the earlier of (such period is the “**Ramp-Down Period**”) (A) two (2) years after the effective date of termination and (B) upon the termination or expiry of the last contract which: (i) is in existence as at the termination date of this Agreement; and (ii) enables a Business Partner to use of the GEOSYS Products. On termination of the Ramp-Down Period, the Business Use License shall immediately end and the UrtheCast Entities shall immediately cease all use of the GEOSYS Products;
- (e) the Long Term Agreement would immediately terminate.

9.5. Survival. Articles I, V, VI, VII, VIII and X and Sections 2.7 (except to the extent the Second Closing occurs in which case Section 2.7 shall no longer apply to the GEOSYS Products), 2.8 (except to the extent the Second Closing occurs in which case Section 2.8 shall no longer apply to the GEOSYS Products), 3.4(c), 9.4 and 9.5 of the main body of this ILSA, and such other terms which by their nature ought to survive will survive the termination or expiration of this Agreement.

9.6. THE PARTIES HEREBY ACKNOWLEDGE THEIR MUTUAL INTENT THAT, IN THE EVENT INTERIM OWNER FILES, OR HAS FILED AGAINST IT, A PETITION UNDER THE U.S. BANKRUPTCY CODE OR FOREIGN EQUIVALENT, THIS AGREEMENT AND THE LICENSES GRANTED HEREUNDER TO THE URTHECAST ENTITIES SHALL BE GOVERNED BY, AMONG OTHER APPLICABLE LAWS, SECTION 365(n) OF THE U.S. BANKRUPTCY CODE OR FOREIGN EQUIVALENT.

ARTICLE X GENERAL PROVISIONS

10.1. Entire Agreement. The recitals are deemed included herein. This Agreement is the entire agreement between the UrtheCast Entities and Interim Owner regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. This Agreement expressly terminates the following agreements between Interim Owner and any member of the UrtheCast Entities: [____]. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

10.2. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement except for each Indemnified Group.

10.3. Notices.

(a) Any notice, designation, communication, request, demand or other document required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- i. delivered personally to such party or to an officer or director of such party;
- ii. sent to the party entitled to receive it by registered mail, postage prepaid; or
- iii. sent by facsimile or email.

(b) Notices shall be sent to the following addresses, facsimile numbers or emails:
in the case of Interim Owner:

Winfield Solutions, LLC

4001 Lexington Avenue North

Arden Hills, MN 55126

St. Paul, MN 55164-0101

Attention: [____]

Email: [____]

and with a copy to:

Dorsey & Whitney LLP

50 South Sixth Street, Suite 1500

Minneapolis, MN 55402-1498

Attention: Robert Rosenbaum

Facsimile: (952) 516-5585

Email: rosenbaum.robert@dorsey.com

in the case of each UrtheCast Entity:

UrtheCast Corp.

33-1055 Canada Place
Vancouver, BC V6C 0C3

Attention: [●]
Facsimile: (604) 669-1799
Email: [●]

and with a copy to:

Bennett Jones LLP

Suite 2600, 1066 West Hastings Street
Vancouver, British Columbia V6E 3X1

Attention: Christian Gauthier
Facsimile: (604) 891-5100
Email: gauthierc@bennettjones.com

or to such other address or facsimile number as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this Section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

(c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

- i. if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- ii. if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fourth business day following the date of mailing, unless at any time between the date of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service;
- iii. if sent by facsimile, be deemed to have been given, sent, delivered and received on the date the sender receives the confirmation of transmission; and
- iv. if sent by email, be deemed to have been given, sent, delivered and received on the date the email is responded to and acknowledged as received and read.

10.4. Waiver. No failure or delay by either party in exercising any right under this Agreement

will constitute a waiver of that right.

10.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

10.6. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law, merger or otherwise, without the other party's prior written consent (not to be unreasonably withheld, delayed or conditioned). For clarity, a Change of Control of any of the UrtheCast Entities or of Interim Owner, or the entity that controls UrtheCast (if any), is considered an assignment hereunder requiring the other party's prior written consent (which may not be unreasonably withheld, conditioned, or delayed). Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Each party shall give the other reasonable prior written notice of a Change of Control requiring the consent of the other under this Agreement.

10.7. Use of Logo. The UrtheCast Entities shall not use or otherwise appropriate any of Interim Owner's trademarks, logotype, company name, or trade names in any manner or form without first obtaining the written consent and approval of Interim Owner's communications department, which consent may be granted or withheld by Interim Owner in Interim Owner's sole discretion. Interim Owner shall not use or otherwise appropriate any of the UrtheCast Entities' trademarks, logotype, company name, or trade names in any manner or form without first obtaining the written consent and approval of the UrtheCast Entities' communications department, which consent may be granted or withheld by the UrtheCast Entities in their sole discretion.

10.8. Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the substantive law of the State of New York (without reference to its internal conflict of laws principles or rules (whether of the State of New York or any other jurisdiction)) and the federal laws of the United States applicable therein, and expressly excludes the application of the United Nations Convention on the International Sale of Goods.

10.9. Arbitration.

(a) With the exception of any claim under Section 10.10, any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by three arbitrators, of whom each party shall appoint one. The arbitration shall be governed by the laws set forth in Section 10.8 and the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any state or federal court in New York, New York, USA. The place of arbitration shall be New York, New York, USA and the arbitration shall be conducted in English.

(b) The parties further agree that any such arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrators, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be required in judicial

proceedings relating to the arbitration or otherwise.

10.10. Equitable Relief and Consent to Jurisdiction. Because the parties will have access to and become acquainted with confidential and proprietary information of the other party, the unauthorized use or disclosure of which could cause irreparable harm and significant injury which may be difficult to ascertain and for which there is no adequate remedy at law, the parties agree that any claim seeking enforcement of this Agreement with respect to such confidential and proprietary information by injunction or other equitable relief may be brought in the state or federal courts of New York, New York, USA, without the necessity of proving actual damages or posting any bond. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in New York, New York, USA, and all courts competent to hear appeals therefrom.

10.11. Counterparts. This ILSA and each SOW may be executed by facsimile and in counterparts.

10.12. Remedies Not Exclusive. All remedies available to either party for breach of this Agreement including any Statement of Work are cumulative, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of others. Failure of either party to exercise any right or remedy will not operate as a waiver thereof.

10.13. Export Control.

(a) The parties acknowledge that certain products, technology, technical data and software (including certain services and training) and certain transactions may be subject to export controls and/or sanctions under the Laws (including the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury).

(b) The UrtheCast Entities acknowledge that any products, technology, technical data and software (including certain services and training) provided by Interim Owner to the UrtheCast Entities or their Personnel under this Agreement may be subject to U.S. and other countries' import and export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. Except as expressly agreed between the parties with respect to an SOW, the UrtheCast Entities shall have no obligation to secure any required export license or implement other export control compliance measures as a condition for receiving export controlled information, data, software or technology from or on behalf of Interim Owner. The UrtheCast Entities will provide Interim Owner with any reasonably necessary assistance in preparing any such license application.

(c) The UrtheCast Entities agree that they will not use, distribute, transfer, or transmit any products, software or technical information (even if incorporated into other products) in violation of U.S. and other countries' export laws and regulations. The UrtheCast Entities will not directly or indirectly "export" or "re-export" software or "technical data" disclosed to it by Interim Owner, or the direct product of such software or "technical data", to any country, or citizen of any country, prohibited by U.S. or other countries' export laws.

(d) Interim Owner will identify the specific export control status of, and be responsible for obtaining all necessary export authorizations and licenses for the “export” or “re-export” of products, technology, technical data or software provided by Interim Owner or its Personnel to the UrtheCast Entities. The UrtheCast Entities will identify the specific export control status of, and be responsible for obtaining all necessary export authorizations and licenses for the “export” or “re-export” of products, technology, technical data or software provided by the UrtheCast Entities or their Personnel to Interim Owner.

10.14. Anti-bribery. Each party will not, and will ensure that its Personnel will not, in connection with any activities under or related to this Agreement, directly or indirectly:

- (a) violate any applicable Laws prohibiting or penalizing bribery or corruption;
- (b) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any Government Official, official of a political party, candidate for political office, or a political party to influence any act or decision of this person in their official capacity, induce this person to do or not do any act in violation of their lawful duty, or to secure any other improper advantage. “**Government Official**” means (i) an officer or employee of the government, including any department, agency, or other entity owned or controlled by the government, or (ii) an officer or employee of a public international organization (for example the World Bank or International Monetary Fund), or (iii) any person acting in an official capacity for or on behalf of any of the above; or
- (c) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any private (i.e. non-government) person to influence any act or decision of this person or to secure any other improper advantage in order to obtain or retain business for the other party.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this ILSA to be duly executed and delivered by their duly authorized representatives as of the date first written above.

URTHECAST CORP.

By: _____

Name:

Title:

GEOSYS INTERNATIONAL, INC.

By: _____

Name:

Title:

WINFIELD SOLUTIONS, LLC

By: _____

Name:

Title:

GEOSYS AUSTRALIA PTY

By: _____

Name:

Title:

GEOSYS EUROPE SARL

By: _____

Name:

Title:

GEOSYS S.A.S

By: _____

Name:

Title:

GEOSYS DO BRASIL SISTEMAS DE INFORMACAO AGRICOLA LTDA

By: _____

Name:

Title:

Exhibit A

GEOSYS Products

Farmsat®

Farmsat is a web based software platform to help customers build variable rate application maps based on satellite images and agronomic expertise. Customers can then deliver and load the maps on the spraying and planting equipment that can then use their GPS and computer to apply different quantities to the different areas of the field depending on their conditions and needs. This helps improve sustainability and profitability by ensuring that all inputs are used and less is lost in the environment.

Farmsat is today mostly used to massively generate variable application maps that optimize the quantity of fertilizer needed for the growth of the crops based on the localization in the field.

Farmsat uses satellite image information that is calibrated with information collected in the fields

Farmsat leverages IPC, FP, FCS and ACM technologies

Farmsat® Products (FP)

FP is a map generation engine: based on a field geometry, this engine fetches a small part of a satellite image to retrieve the interesting pixels (in a bounding box). This process achieves great performance by accessing directly to those pixels on disk and avoids opening the entire image file. Then from the bounding box pixels, the pixels that are inside the field boundaries are selected and extended to the limit of the field. Different image processing processes occur, and a base vegetation map is generated (ex: NDVI). Based on this map, other Farmsat Products can be generated (LAI, YPM, Profit map). The key characteristics of FP is that it is built to be very fast and to generate field maps in a couple of 100ms on-demand.

FP is used for R7, Cromptical, Farmsat, Bridge, Agriquest ultimate

Cromptical®

Cromptical is a web application to monitor crop condition on fields and quickly identify fields with normal vegetation growth, above average vegetation growth or below average vegetation growth

Cromptical provides time series of daily vegetation indexes per field and benchmarks these fields against other fields that should be similar

Cromptical also gives users access to field maps build with FP on medium resolution images to have variability information within the fields

Croptical is connected to Croptical-In-field, a mobile scouting app to collect information in the fields with information extracted from Croptical

Croptical uses IPC, FP, FCS and LRI technologies

Field Coverage Service (FCS)

FCS creates indexes with links between fields and medium resolution image with their cloud cover map

When a new image is integrated FCS enables to identify all fields or part of the fields where insight can be generated from this image

When a new field is created, or a field modified, FCS defines the list of images that can be used to generate insights for that field

FCS is built to be very fast

FCS runs with 2 modes: batch and real-time

FCS is used for R7, Croptical, Farmsat, Bridge and Agriquest ultimate

Image Processing Chain (IPC)

IPC automates different operations for the acquisition and processing of medium resolution satellite images:

Automatic detection and download from different data sources based on areas and times of interest, Atmospheric correction to produce top of canopy reflectance, Upscaling of Landsat8 images, Cross calibration of all images from various satellites/sensors to enable coherent information among images from different sensors, Standardization to an unique and proprietary file format, Integration of manual or automatic cloud masking, Integration of the platform.

IPC enable to integrate massive amount of images worldwide and to be scalable for delivering insight based on medium resolution images.

IPC outputs are used by Farmsat, Croptical, Croptical Infield, Bridge, R7, and Agriquest ultimate.

Field Manager / GIS Module

The Field Manager enables to create and edit fields from a web interface. It is built with front-

end and back-end components

The GIS module is embedded in the field manager and is also used separately. It is highly efficient to display, create and edit geographical information

Field manager and GIS module are used in Farmsat, Coptical, R7 and Agriquest. The GIS module is also used in the Coptical-In-Field mobile app

Low Resolution Image (LRI) Processing Chain

LRI is a high speed and scalable platform built with Big Data technologies (Hadoop: Spark, Kafka, HDFS – HDInsight, NoSQL DB: Elasticsearch and Scylla DB) to create a worldwide database of pixels at low resolution and weather data with 14 years of history for the pixels and 30 years of history for the weather data. This database is entirely updated every day. The data volume is today around 200 TB

Two different storages (HDFS and Scylla DB) are used to optimize speed to access the pixels and cost to implement different use cases

The platform enables to produce time series of NDVI or EVI values for fields, daily benchmarking of the fields, and time series of NDVI values for larger areas

Automatic Cloud Masking (ACM)

ACM automatically generates masks for Landsat8 and Sentinel 2A and 2B satellite images which are our major sources of medium resolution images

Cloud, haze and shadow maps (Masks) are key to define which pixels have usable reflectance information (clear pixels)

Research on algorithm for cloud mask is a continuous task and started 20+ years ago. Standard cloud masking processes have been developed by research centers (NOAA, USGS...) but are not robust enough to be used in Geosys high throughput precision ag operations. Therefore cloud mask were to be drawn manually to ensure that no cloud will be used as field information in or services

ACM enables to reduce costs, be more scalable and deliver faster insights based of medium resolution images

Exhibit B
R7 Product

1. Description of R7 Product

R7 Product is comprehensive web application providing a digital access to Winfield Answerplot data as well as visualization of modules generated by the R7 Product services or modules (GIS, Field Monitoring tool, maps and In season imagery).

Exhibit C
Development Plan Framework
[including criteria for Platform Separation]

Criteria for Platform Separation:

- Similar functionalities and user experience of R7 Product users
- No R7 Materials and Intellectual Property Rights in the GEOSYS Products: all R7 Materials and Intellectual Property Rights will be exclusively in the new R7 Product after Platform Separation
- No WinField data in the GEOSYS Products: full data separation with any and all WinField data managed outside of the GEOSYS Products
- No regression on performances and availability
- Operational and support team trained and available for the defined Service Levels
- External audit to check full separation of data and IP

Exhibit D
Reserved

Exhibit E

Acceptance Procedure

This **Exhibit E** describes the acceptance test procedure for GEOSYS Developments including both the Second Generation GEOSYS Products and the Second Generation R7 Product. In the event of a conflict between this **Exhibit E** and the rest of the Agreement with respect to the subject matter of this **Exhibit E**, this **Exhibit E** will govern.

Capitalized terms used but not defined in this **Exhibit E** will have the meanings as described to them in the Agreement. Section references in this **Exhibit E** are deemed to refer to the sections in this Exhibit.

ARTICLE I

ESTABLISHMENT OF ACCEPTANCE CRITERIA; ACCEPTANCE TESTING.

Prior to being placed into production or live running, the parties will subject each GEOSYS Developments to acceptance testing to verify that it satisfies the acceptance criteria established for such GEOSYS Developments.

ARTICLE II

DOCUMENTATION DELIVERABLES

For GEOSYS Developments that comprise of documentation, the following acceptance procedure shall apply:

2.1. Delivery. The applicable UrtheCast Entity will deliver to Interim Owner the GEOSYS Developments in electronic form reasonably acceptable to Interim Owner, unless otherwise agreed in writing by the parties.

2.2. Transmittal Document. Each GEOSYS Developments may be accompanied by a deliverable transmittal document, which will be the vehicle for communication concerning the status of the GEOSYS Developments acceptance procedure for that GEOSYS Developments.

2.3. Acceptance. Upon the applicable UrtheCast Entity's delivery of GEOSYS Developments, Interim Owner will commence review and evaluation of the GEOSYS Developments(s). Interim Owner has five (5) business days from the time the applicable UrtheCast Entity delivers the GEOSYS Developments to either accept or reject the GEOSYS Developments. The only basis for rejection of the applicable GEOSYS Developments is material non-compliance with the applicable written requirements agreed to by the parties (a "**Non-Conformity**"). For purposes of clarity, Interim Owner acceptance will not be unreasonably withheld. If further clarification of the GEOSYS Developments is required, the parties shall discuss the issue and the acceptance deadline may be extended as may be mutually agreed to by the parties in writing. Any GEOSYS Developments not formally accepted or rejected by Interim Owner by the end of the applicable review period will be considered accepted.

2.4. Rework.

(a) If any GEOSYS Developments, or any portion thereof, are rejected by Interim Owner due to a Non-Conformity, as determined by Interim Owner acting reasonably, Interim Owner shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have thirty (30) days, or such other period as agreed by the parties in writing, in which to correct the problem. If the GEOSYS Developments, or any portion thereof, are rejected after the third attempt, as determined by Interim Owner in its reasonable discretion, except as otherwise specified, the applicable UrtheCast Entity acknowledges and agrees that Interim Owner shall have the option, in Interim Owner's sole discretion, to extend the applicable UrtheCast Entity's right to continue attempting to cure the failures for a specified period of time; and, unless otherwise agreed by Interim Owner, in no event shall such extension exceed a period of ten (10) days for each such extension.

(b) If Interim Owner rejects a GEOSYS Developments due to a Non-Conformity, then all correction of the Non-Conformity of such GEOSYS Developments shall be at the applicable UrtheCast Entity's expense. Acceptance does not limit Interim Owner's other rights under the Agreement.

ARTICLE III NON-DOCUMENT DELIVERABLES

For all other GEOSYS Developments ("Non-Document Deliverables"), the following acceptance procedure shall apply:

3.1. Delivery of Plan. The applicable UrtheCast Entity will deliver to Interim Owner a plan for the Non-Document Deliverables concurrently with delivery of the Non-Document Deliverable in electronic form reasonably acceptable to Interim Owner, unless otherwise agreed in writing by the parties.

3.2. Acceptance of Plan. Upon the applicable UrtheCast Entity's delivery of the plan, Interim Owner will commence review and evaluation of the plan. Interim Owner has three (3) business days from the time the applicable UrtheCast Entity delivers the plan to either accept or reject the plan. The only basis for rejection of the applicable plan is material non-compliance with the applicable requirements agreed to by the parties as required for testing the Non-Document Deliverable (a "Non-Conformity"). For purposes of clarity, Interim Owner acceptance will not be unreasonably withheld. If further clarification of the plan is required, the parties shall discuss the issue and the acceptance deadline may be extended as may be mutually agreed to by the parties in writing. Any plan not formally accepted or rejected by Interim Owner by the end of the applicable review period will be considered accepted.

3.3. Rework of Plan. If any plan, or any portion thereof, is rejected by Interim Owner due to a Non-Conformity, as determined by Interim Owner in its reasonable discretion, Interim Owner shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have ten (10) days, or such other

period as agreed by the parties in writing, in which to correct the problem. This procedure may be repeated as necessary to ensure the plan accurately reflects the parties' intent. Accepted plans shall be the acceptance criteria for all Non-Document Deliverables ("**Non-Document Deliverable Plan(s)**").

3.4. Delivery of Non-Document Deliverables. The applicable UrtheCast Entity will deliver to Interim Owner the Non-Document Deliverables in electronic form reasonably acceptable to Interim Owner, unless otherwise agreed in writing by the parties.

3.5. Transmittal Document. Each Non-Document Deliverable may be accompanied by a deliverable transmittal document, which will be the vehicle for communication concerning the status of the Non-Document Deliverable acceptance procedure for that Non-Document Deliverable.

3.6. Acceptance for Non-Document Deliverable. Upon the applicable UrtheCast Entity's delivery of the Non-Document Deliverable(s), Interim Owner will commence review and evaluation. Interim Owner has five (5) business days, or a period of time as otherwise mutually agreed by the parties, from the time the applicable UrtheCast Entity delivers the Non-Document Deliverable to either accept or reject the Non-Document Deliverable. The only basis for rejection of the applicable Non-Document Deliverable is material non-compliance with the applicable requirements agreed to by the parties as documented in the Non-Document Deliverable Plan (a "**Non-Conformity**"). For purposes of clarity, Interim Owner acceptance will not be unreasonably withheld. If further clarification of the Non-Document Deliverable is required, the parties shall discuss the issue and the acceptance deadline may be as may be mutually agreed to by the parties in writing. Any Non-Document Deliverables not formally accepted or rejected by Interim Owner by the end of the applicable review period will be considered accepted.

3.7. Rework of Non-Document Deliverables.

(a) If any Non-Document Deliverables, or any portion thereof, are rejected by Interim Owner due to a Non-Conformity, as determined by Interim Owner in its reasonable discretion, Interim Owner shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have thirty (30) days, or such other period as agreed by the parties in writing, in which to correct the problem. If the Non-Document Deliverables, or any portion thereof, are rejected after the third attempt, except as otherwise specified, the applicable UrtheCast Entity acknowledges and agrees that Interim Owner shall have the option, in Interim Owner's sole discretion and without limiting Interim Owner's remedies, to:

- i. extend the applicable UrtheCast Entity's right to continue attempting to cure the failures for a specified period of time; and, unless otherwise agreed by Interim Owner, in no event shall such extension exceed a period of thirty (30) days for each such extension;
- ii. conditionally accept the non-conforming Non-Document Deliverable on the condition that the applicable UrtheCast Entity satisfy the rework in accordance with a remediation plan agreed by the parties; or

iii. retain the Non-Document Deliverable and directly, or by use of a third party, make the necessary corrections, and charge the applicable UrtheCast Entity an amount equal to all costs incurred by Interim Owner to correct the Non-Document Deliverable (which amount may be deducted from amounts due by Interim Owner under the Long Term Agreement).

(b) If Interim Owner rejects a Non-Document Deliverable due to a Non-Conformity, then all such correction of the Non-Conformities of such Non-Document Deliverable shall be at the applicable UrtheCast Entity's expense. Acceptance does not limit Interim Owner's other rights under the Agreement.

ARTICLE IV SIGN-OFFS OF INTERIM DELIVERABLES.

From time to time, the parties may develop mutually acceptable objective sign-off criteria and procedures for the interim deliverables comprising part of a GEOSYS Developments or Non-Documented Deliverable. The purpose of these sign-off procedures is to identify and address issues relating to the deliverable early and to assist in the timely completion of each deliverable. If Interim Owner expresses concerns regarding the quality and level of completion of the deliverable, the parties will cooperate to establish a mutually acceptable resolution of these issues as soon as practicable. Compliance with such procedures with respect to any interim deliverable will not constitute final acceptance of the deliverable.

Exhibit F Insurance

UrtheCast Entities' Insurance

Without limiting the UrtheCast Entities' liability to Interim Owner, the UrtheCast Entities, at their sole cost and expense, will maintain the following minimum insurance coverage at all times throughout the Term and for the periods set forth below. The insurance shall be issued by insurance companies rated at least A- and VII by A. M. Best's key rating guide. If the UrtheCast Entities use subcontractors, the UrtheCast Entities will ensure that each such subcontractor has insurance that meets the requirements of this Exhibit but with amounts commensurate to the extent of their subcontracted obligations.

1. Workers' Compensation and Employer's Liability Insurance, with the Workers' Compensation insurance including occupational disease, as set forth in any applicable statutes in the amount of the statutory minimum. The Employer's Liability insurance must have a minimum limit of Two Million Dollars (\$2,000,000.00) per accident. The UrtheCast Entities may satisfy this limit either with a single policy or with a primary policy plus an umbrella policy.
2. Commercial General Liability insurance ("CGL") written on Insurance Services Office ("ISO") Form CG 00 01 or a substitute form providing equivalent coverage including premises, operations, products, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and completed operations. The CGL insurance must be written on an occurrence basis with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage. With respect to any occurrence related to or arising out of the Services to be performed under this Agreement, the CGL insurance must name Interim Owner and its Affiliates as an additional insured for operations using form (CG 20 10 10 01) and completed operations using form (CG 20 37 01 01), and be primary and non-contributory for Interim Owner and its Affiliates regardless of any other insurance Interim Owner and its Affiliates may have available. The UrtheCast Entities may satisfy the minimum limits either with a single CGL policy or with a primary CGL policy plus an umbrella policy.
3. Business Auto Insurance, applying to owned, non-owned and hired vehicles, with a limit of at least Two Million Dollars (\$2,000,000.00). The UrtheCast Entities may satisfy this limit either with a single Business Auto insurance policy or with a primary Business Auto insurance policy plus an umbrella policy.
4. The UrtheCast Entities shall maintain Professional Liability Errors and Omissions Insurance, including Network Liability and Privacy coverage, with a limit of at least Five Million Dollars (\$5,000,000). This insurance shall cover the UrtheCast Entities' and Interim Owner and its Affiliates' potential liability if the UrtheCast Entities action or inaction leads to Interim Owner or its Affiliates' network interruption, breach of its data or a breach of the UrtheCast

Entities' privacy or professional obligations under this Agreement. Such policies shall name Interim Owner and its Affiliates as an additional insured and be primary to Interim Owner and its Affiliates' insurance coverage (i.e., the UrtheCast Entities' policy will pay first).

Upon request, the UrtheCast Entities will provide to Interim Owner insurance certificates showing compliance with the insurance specifications and will provide notice to Interim Owner in the event the UrtheCast Entities' insurance is cancelled. Neither Interim Owner's failure to require or insist on certificates or other evidence of insurance nor Interim Owner's acceptance of a certificate or other evidence of insurance showing a variance from the specified coverage changes the UrtheCast Entities' responsibility to comply with the insurance specifications. Interim Owner does not in any way represent or warrant that the types or limits of insurance specified in this article adequately protect the UrtheCast Entities' interests or sufficiently cover the UrtheCast Entities' liabilities.

Interim Owner Insurance

Without limiting the Interim Owner's liability to the UrtheCast Entities', the Interim Owner, at its sole cost and expense, will maintain the following minimum insurance coverage at all times throughout the Term and for the periods set forth below. The insurance shall be issued by insurance companies rated at least A- and VII by A. M. Best's key rating guide. If the Interim Owner uses subcontractors, the Interim Owner will ensure that each such subcontractor has insurance that meets the requirements of this Exhibit but with amounts commensurate to the extent of their subcontracted obligations.

1. CGL insurance written on ISO Form CG 00 01 or a substitute form providing equivalent coverage including premises, operations, products, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and completed operations. The CGL insurance must be written on an occurrence basis with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage. The Interim Owner may satisfy the minimum limits either with a single CGL policy or with a primary CGL policy plus an umbrella policy.

Upon request, the Interim Owner will provide UrtheCast insurance certificates showing compliance with the insurance specifications and will provide notice to UrtheCast in the event the Interim Owner's insurance is cancelled. Neither UrtheCast's failure to require or insist on certificates or other evidence of insurance nor UrtheCast's acceptance of a certificate or other evidence of insurance showing a variance from the specified coverage changes the Interim Owner's responsibility to comply with the insurance specifications. The UrtheCast Entities do not in any way represent or warrant that the types or limits of insurance specified in this article adequately protect the Interim Owner's interests or sufficiently cover the Interim Owner's liabilities.

SCHEDULE B

FORM OF LONG TERM LICENSE AND SERVICES AGREEMENT

This Long Term License and Services Agreement (together with each Exhibit hereto, the “**Master Services Agreement**”) is effective as of [Insert Effective Date] (“**Effective Date**”) by and between Winfield Solutions, LLC, a Delaware limited liability company, with a principal place of business at 4001 Lexington Avenue North, Arden Hills, MN 55126, USA (“**Winfield**”) on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at [_____] (“**UrtheCast**”), Deimos [____], a _____, having its principal place of business at [_____] (“**Deimos**”) [and GEOSYS S.A.S., a _____, having its principal place of business at [_____] (“**GEOSYS**” and together with UrtheCast and Deimos, the “**UrtheCast Entities**” or each an “**UrtheCast Entity**”) on the other hand. The UrtheCast Entities or the applicable UrtheCast Entity are a “**party**”, and Winfield is a “**party**”, and each applicable party comprises the “**parties**.”

RECITALS

WHEREAS, under a Purchase Agreement dated [____] by and among Land O’Lakes, Inc., [Urthecast AcquireCo] (“**AcquireCo**”) and UrtheCast (the “**Purchase Agreement**”), UrtheCast is purchasing, through AcquireCo, its wholly owned subsidiary, all of the issued and outstanding equity in the capital of GEOSYS International, Inc., Geosys Australia Pty, Geosys do Brasil sistemas de Informacao Agriocola Ltda and Geosys Technology Holding LLC, which in turn, holds all of the issued and equity capital in Geosys Europe Sarl and is the sole member of GEOSYS, on the terms and subject to the conditions contemplated by the Purchase Agreement (the “**First Transaction**”);

WHEREAS, UrtheCast, through AcquireCo, wishes to purchase from Winfield Solutions, LLC (sometimes referenced as the “**Interim Owner**”) the Acquired Platform Assets, on the terms and subject to the conditions contemplated by the Purchase Agreement (the “**Second Transaction**”);

WHEREAS, during the period between the First Transaction and the Second Transaction, the Interim Owner will license certain technology and provide certain services relating thereto used in the Business under an Interim License and Services Agreement between UrtheCast, GEOSYS International, Inc., Geosys Australia Pty, Geosys Europe Sarl, GEOSYS, and Geosys do Brasil sistemas de Informacao Agriocola Ltda and the Interim Owner of even date herewith (the “**Interim Agreement**”);

WHEREAS, under this Agreement, the UrtheCast Entities desire to license certain imagery products and provide certain services to Winfield, and pay certain royalties in connection with the Purchase Agreement, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, by their authorized signatures below, hereby agree to the terms and conditions set forth herein.

ARTICLE I

DEFINITIONS; INTERPRETATION

1.1. **Definitions.** The following capitalized terms have the meanings set forth next to them when used in this Agreement.

(a) “**Additional Services**” means any additional services agreed by the parties in an Order/SOW.

(b) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or otherwise having the right, either by contract or otherwise, to control the operation, management or policy of the subject entity.

(c) “**Agreement**” means this Master Services Agreement and all Orders and SOWs, or, with respect to a particular Order or SOW, such Order or SOW and this Master Services Agreement.

(d) “**Base Services**” means the Imagery Services and R7 Product Services contemplated in this Master Services Agreement as of the Effective Date.

(e) “**Change of Control**” means the occurrence of (if over time, in any consecutive 12 month period), or the Person’s board or manager(s) votes to approve: (i) any consolidation or merger of the Person pursuant to which the stockholders or owners of the Person immediately before the transaction do not retain immediately after the transaction, in substantially the same proportions as their ownership of shares of the Person’s voting interests immediately before the transaction, direct or indirect beneficial ownership of more than 50% of the total combined voting power of the outstanding voting interests of the surviving business entity; (ii) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Person other than any sale, lease, exchange or other transfer to any company where the Person owns, directly or indirectly, 100% of the outstanding voting interests of such company after any such transfer; (iii) the direct or indirect sale or exchange in a single or series of related transactions by the stockholders or owners of the Person of more than 50% of the voting interests of the Person; or (iv) any change to the direct or indirect control of more than 50% of the voting interests of the Person or the granting of the right, either by contract or otherwise, to control the operation, management or policy of the Person.

(f) “**Claim**” means any claim, action, suit, proceeding, arbitration, or governmental or regulatory authority investigation.

(g) “**Connecting APIs**” means any Software application programming interface between, or functioning to permit the connection of, any of the Second Generation GEOSYS Products and the Second Generation R7 Product, and any iterations thereof, and all Intellectual Property Rights therein.

(h) “**Contract Quarter**” shall mean the respective periods of three (3) consecutive calendar months ending on ____; provided, however, that the first Contract Quarter for the first Contract Year shall extend from the Effective Date to the end of the then-current Contract Quarter and the last Contract Quarter shall extend from the first day of such Contract Quarter until the last day of the thirteenth Contract Year.

(i) “**Contract Year**” means each annual period commencing on the Effective Date and each anniversary thereof.

(j) **“Derivative Works”** means any derivative product or information developed from the proprietary source imagery data which does not contain any source imagery data and is irreversible and uncoupled from the source imagery data, for example but without limitation NDVI.

(k) **“Disabling Code”** means a piece of computer code intentionally inserted by the developer of the computer program in question for the purpose of interfering with either party’s use of such computer program, restricting either party from accessing data files or causing a material termination of the functionality of such computer program upon either the occurrence of a specified event or upon invocation by the person or entity who inserted the Disabling Code.

(l) **“Exhibit”** means an exhibit to this Master Services Agreement, each of which is incorporated by reference herein.

(m) **“GEOSYS Developments”** means the GEOSYS Products Developments and the GEOSYS R7 Developments, as applicable.

(n) **“GEOSYS Platform”** means the platform from which the applicable Imagery Products can be accessed, and on which the Imagery Products are stored. Prior to the Second Closing, the GEOSYS Platform means the GEOSYS Products, as updated from time to time and licensed to the UrtheCast Entities under the Business Use License, and, after the Second Closing, the GEOSYS Platform means the Second Generation GEOSYS Products, as updated from time to time.

(o) **“GEOSYS Products”** means all of the Software and other materials relating to the products described in Exhibit F (GEOSYS Products) attached hereto, as updated and further developed throughout the Term hereunder and under the Interim Agreement (including the Second Generation GEOSYS Products and as updated by the GEOSYS Products Developments under this Agreement and the Interim Agreement).

(p) **“GEOSYS Products Developments”** means, as generated during the Term under this Agreement and after expiration or termination of this Agreement in the event that the Operational Date does not occur prior to expiration or termination of this Agreement, any and all Improvements to the GEOSYS Products after the Effective Date including each iteration of the Second Generation GEOSYS Products and the Connecting APIs developed at an UrtheCast Entities’ sole expense after the Effective Date, and all Intellectual Property Rights therein, but specifically excluding the GEOSYS R7 Developments.

(q) **“GEOSYS R7 Developments”** means, as generated during the Term under this Agreement, Connecting APIs paid for by Winfield any and all other Improvements to the R7 Product after the Effective Date including the updates to the R7 Product for functioning with the UrtheDaily Imagery Data and each iteration of the Second Generation R7 Product, and all Intellectual Property Rights therein, but specifically excluding the Connecting APIs developed at an UrtheCast Entities’ sole expense after the Effective Date.

(r) **“Grant Back License Period”** means the period commencing on the Second Closing and (i) if the Operational Date occurs before expiration or termination of this Agreement, ending on the Operational Date, or (ii) if the Operational Date does not occur before expiration or termination of this Agreement, extending perpetually.

(s) **“Imagery Data”** means source imagery data, which, for purposes of this Agreement, is the Pre-UrtheDaily Imagery Data, and UrtheDaily Imagery Data or other Imagery Data specified in an Order/SOW (if any).

(t) **“Imagery Products”** means the Pre-UrtheDaily Imagery Products and the UrtheDaily Imagery Products, or other products specified in an Order/SOW.

(u) **“Imagery Services”** means the:

- i. services, functions and responsibilities: (A) for hosting, managing, maintaining, supporting and developing the applicable GEOSYS Platform pursuant to Exhibit A (Imagery Services); and (B) that, although not expressly described in Exhibit A (Imagery Services), have been performed by GEOSYS within the twelve (12) months preceding the Effective Date relating to the hosting, managing, maintaining, supporting and developing of the GEOSYS Products; and
- ii. generation, licensing or collection of the applicable Imagery Data; and
- iii. processing of the applicable Imagery Data to produce the various Imagery Products per the applicable Product Specifications; and
- iv. other imagery services agreed by the parties in this Agreement. The initial Imagery Services are described in Exhibit A (Imagery Services) attached hereto.

(v) **“Improvements”** means any and all error corrections, bug fixes or patches, improvements, corrections, revisions, modifications, customizations, updates, upgrades, enhancements, new versions, derivative works and any other derivatives, and any other developments, including any development that customizes, enhances, or changes existing functionality including the creation of any new application program interfaces, alternative user interfaces or the extension of data structures and any development that adds new and independent functionality.

(w) **“Intellectual Property Rights”** means all intellectual property and proprietary rights of every kind and nature now or hereafter recognized in any country or jurisdiction in the world and however designated, whether arising by operation of Laws, contract, license or otherwise, and whether registered or otherwise, including all (i) copyrights and other rights associated with works of authorship, including without limitation all exclusive exploitation rights, moral rights and mask-works, (ii) trademarks, trade names, logos and service marks, (iii) trade secrets and know-how, (iv) patents, designs and algorithms, and (v) all registrations, applications, renewals, extensions, continuations, divisions or reissues of any of the foregoing, now or hereafter recognized in any country or jurisdiction in the world.

(x) **“Laws”** means all applicable federal, state, provincial, regional, territorial, local and other laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof.

(y) **“Losses”** means any and all losses, liabilities (including settlements and

judgments), damages, sanction, fines, penalties, interest and claims (including taxes), deficiencies, and all related costs and expenses (including court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of investigation, litigation or other proceedings or of any claim, default or assessment).

(z) **“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

(aa) **“Moral Rights”** means any right to claim authorship of a work, any right to be associated with a work as its author, any right to remain anonymous, and any right to the integrity of a work, or to restrain or claim damages in respect of distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not prejudicial to the author’s honor or reputation, and any similar or neighboring right existing under common or statutory law of any country, province or state in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right” or “droit moral.”

(bb) **“Open Source Software”** means any software, programming, or other intellectual property that is subject to (x) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses or (y) any agreement with terms requiring any intellectual property owned or licensed by Winfield or its Affiliates to be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable.

(cc) **“Operational Date”** means the date on which (i) the Platform Separation has occurred under the Interim Agreement, (ii) the UrtheDaily Improvements Completion has occurred, and (iii) the parties, acting reasonably and in good faith, have reached written agreement to Service Levels for the GEOSYS Platform.

(dd) **“Order”** means a written addendum to this Master Services Agreement that: (i) lists the specific Imagery Products to be purchased, including any applicable Specifications different from those set forth in this Master Services Agreement; (ii) describes any Additional Services to be provided by an UrtheCast Entity under this Agreement (and any associated Termination Assistance Services), including by reference to any SOWs; (iii) sets forth the payment terms for, and any special terms or conditions governing, the Imagery Products and Additional Services; and (iv) has been executed by the parties.

(ee) **“Person”** includes any individual, corporation, limited liability company, unlimited liability company, body corporate, partnership, limited partnership, limited liability partnership, firm, joint venture, syndicate, association, capital venture fund, trust, trustee, executor, administrator, legal personal representative, estate, government, governmental agency and any other form of entity or organization, whether or not having legal status.

(ff) **“Personnel”** means a party’s Affiliates and third party subcontractors (which could include its Affiliates) and its and their respective employees, agents, contractors, consultants and representatives.

(gg) **“Pre-UrtheDaily Imagery Data”** is the Imagery Data generated, licensed or

collected by or for the UrtheCast Entities prior to the Operational Date.

(hh) **“Pre-UrtheDaily Imagery Products”** means the Derivative Works resulting from processing the Pre-UrtheDaily Imagery Data in accordance with the applicable Product Specifications.

(ii) **“Product Specifications”** means the specifications for the applicable Imagery Products as specified in Exhibit A (Imagery Services), or as otherwise specified in an Order/SOW.

(jj) **“R7 Product”** means all of the Software and other materials relating to the R7 product described in Exhibit B (R7 Product and R7 Product Services), as updated and further developed throughout the Term hereunder and under the Interim Agreement (including the Second Generation R7 Product and as updated by the GEOSYS R7 Developments under this Agreement and the Interim Agreement).

(kk) **“R7 Product Hosting Services”** means the services, functions and responsibilities: (i) for hosting and managing the R7 Product described as R7 Product Hosting Services in Exhibit B (R7 Product and R7 Product Services); (ii) that, although not expressly described in Exhibit B (R7 Product and R7 Product Services), have been performed by GEOSYS within the twelve (12) months preceding the Effective Date relating to the hosting and management of the R7 Product; and (iii) that are Additional Services related to the hosting and management of the R7 Product set forth in any Order/SOW.

(ll) **“R7 Product Maintenance Services”** means the services, functions and responsibilities: (i) for maintenance, support, and development (including delivery of the GEOSYS R7 Developments) of the R7 Product described as R7 Product Maintenance Services in Exhibit B (R7 Product and R7 Product Services) (which may be further described in an SOW); (ii) for further development of the R7 Product after the Second Closing so that it functions and is compatible with the UrtheDaily Imagery Data (which may be further described in an SOW); (iii) that, although not expressly described in Exhibit B (R7 Product and R7 Product Services), have been performed by GEOSYS within the twelve (12) months preceding the Effective Date relating to the maintenance, support, and development of the R7 Product; and (iv) that are Additional Services related to the maintenance, support, and development of the R7 Product set forth in any Order/SOW.

(mm) **“R7 Product Services”** means the R7 Product Hosting Services and the R7 Product Maintenance Services.

(nn) **“Second Generation GEOSYS Products”** means the new separate products that are developed based on the GEOSYS Products as of the Effective Date and are the result of development under this Agreement and the Interim Agreement, as approved by Winfield prior to the Operational Date.

(oo) **“Second Generation R7 Product”** means the new separate product that is developed based on the R7 Product as of the Effective Date and is the result of development under this Agreement and the Interim Agreement, as approved by Winfield.

(pp) **“Service Levels”** means the specified levels of service set forth in this

Agreement.

(qq) **“Service Level Termination Event”** has the meaning set forth in Exhibit A (Imagery Services), Exhibit B (R7 Product and R7 Product Services) and any Order/SOW, as applicable.

(rr) **“Services”** means the Base Services, any Additional Services and the Termination Assistance Services.

(ss) **“Software”** means all source code and object code and all documentation pertaining thereto including functional specifications, object libraries, design documentation, technical documentation, statements of principles of operations, schematics, programmers’ guides and other materials that collectively are reasonably sufficient to permit a reasonably skilled computer programmer to understand the design, structure and implementation of the Software, to maintain, modify and implement such Software and to enable a professional writer to write documentation and help files for the Software, in each case without assistance from the developing party.

(tt) **“Specifications”** means the Products Specifications.

(uu) **“Statement of Work”** or **“SOW(s)”** means a statement of work agreed to by the parties under this Master Services Agreement or as part of an Order describing Additional Services (and any associated Termination Assistance Services) to be performed by an UrtheCast Entity hereunder. A sample form of an SOW is attached to this Master Services Agreement as Exhibit C (Form of Statement of Work).

(vv) **“Termination Assistance Period”** means (i) for any of the Base Services, the period of time commencing on the expiration or date of notice of termination of such Service and continuing until the earlier of a disengagement and transfer of such Service satisfactory to Winfield, acting reasonably, has been completed or twelve (12) months after such date of notice of termination, and (ii) for any Additional Services, the period of time commencing on the date of expiration or notice of termination or non-renewal of such Service, and continuing until the earlier of a disengagement and transfer of such Service satisfactory to Winfield, acting reasonably, has been completed, the termination assistance period specified in the Order/SOW, or six (6) months (unless the entire Agreement is terminated in which case the period of time will run concurrently with the Base Services being terminated).

(ww) **“Termination Assistance Services”** means (i) the services to be performed by the applicable UrtheCast Entity in effecting the orderly transfer of the applicable Base Services or Additional Services being terminated hereunder either to a third party or to Winfield, in accordance with Section 14.6 and the applicable Disengagement Plan, and (ii) the performance by the applicable UrtheCast Entity of such additional services as may be reasonably requested by Winfield and agreed to by the applicable UrtheCast Entity in connection with the transfer of the applicable Base Services or Additional Services either to a third party or to Winfield.

(xx) **“Territory”** means the continental United States of America, Mexico, and Canada.

(yy) **“UrtheDaily Constellation”** means the constellation of six (6) or more earth

observation satellites which UrtheCast is proposing to build and operate to produce more than 100 million km² of compliant multispectral imagery of the Earth's landmasses (excluding Antarctica) each day.

(zz) “**UrtheDaily Imagery Data**” is the Imagery Data from the UrtheDaily Constellation.

(aaa) “**UrtheDaily Imagery Products**” means the Derivative Works resulting from processing the UrtheDaily Imagery Data in accordance with the applicable Product Specifications.

(bbb) “**UrtheDaily Improvements Completion**” means (i) the UrtheDaily Constellation is launched and operational, (ii) the UrtheDaily Imagery Data is being processed into UrtheDaily Imagery Products per the Product Specifications, and per the applicable Service Levels, as determined by the parties' mutual agreement, acting reasonably, and (iii) the Second Generation GEOSYS Products and the Second Generation R7 Product are operational and function with and are compatible with the UrtheDaily Imagery Data, and have completed acceptance testing, per the criteria set forth in Exhibit G (UrtheDaily Improvements Completion Criteria), as determined by the parties' mutual agreement (provided that Winfield has sole approval of the Second Generation R7 Product), acting reasonably (provided, however that this subsection (iii) shall not have effect with respect to the Second Generation R7 Product if Winfield terminates the R7 Product Maintenance Services prior to completion of the development and Winfield is not separately paying for the services to further develop the Second Generation R7 Product to function and be compatible with the UrtheDaily Imagery Data).

(ccc) “**Winfield Customers**” means the end user customers of Winfield, its Affiliates or any Winfield Retailers, including all growers, farmers and any other end-user customers.

(ddd) “**Winfield Data**” means all data or information submitted to the R7 Product or other Approved Technology or R7 Product Services by any of the Winfield Group or their respective Personnel and all results and derivatives thereof produced through use of the R7 Product or other Approved Technology or R7 Product Services.

(eee) “**Winfield Group**” means Winfield, its Affiliates, Winfield Retailers and Winfield Customers.

(fff) “**Winfield Retailers**” means Winfield's or its Affiliates' respective licensees, sales representatives, distributors (throughout the chain of distribution) and value-added resellers.

(ggg) “**Winfield Network**” means the network, information or communication systems (including software, hardware, equipment, and IT systems) owned or licensed from a third party by Winfield or its Affiliates.

1.2. **Other Defined Terms.** In addition to the terms defined in Section 1.1, the following terms shall have the respective meanings assigned thereto in the Sections indicated below:

Defined Term	Section
Acquired Platform Assets	Purchase Agreement

Defined Term	Section
Annual Base Cap	13.5(b)(ii)
Annual Data Breach Cap	13.5(b)(i)
Approved Technology	3.2(a)
Bundled Product	3.2(d)
Business Use License	Interim Agreement
Confidential Information	11.1
Customer Value Add Products	3.2(b)(ii)
DATA BREACH	13.5(b)(i)
Deimos	Preamble
Disclosing Party	11.1
Disengagement Plan	14.6(b)
Effective Date	Preamble
Escrow Agent	7.1
Escrow Agreement	7.1
Escrow Materials	7.2
Escrow Scope	7.2
First Transaction	Recitals
Force Majeure Event	6.11
GEOSYS	Preamble
Grant Back License	7.9(a)
Indemnified Group	13.3
Interim Agreement	Recitals
Interim Owner	Recitals
IP Assets	12.9(a)
Liability Exceptions	13.5(c)
Notice of Election	13.4(a)
Master Services Agreement	Preamble
party; parties	Preamble

Defined Term	Section
Platform Separation	Interim Agreement
Platform Separation and UrtheDaily Improvements License	Interim Agreement
Purchase Agreement	Recitals
R7 Product Services Term	14.3
Receiving Party	11.1
Release Event	7.4
Second Closing	Purchase Agreement
Second Transaction	Recitals
Service Level Credits	5.2(b)
Taxes	8.10
Term	14.1
UrtheCast	Preamble
UrtheCast Entities	Preamble
Warranty Period	12.4
Winfield	Preamble

1.3. **Interpretation.** This Agreement will be governed by the following rules of construction, unless otherwise specified by this Agreement: (a) words of one gender will be deemed to include words of other genders; (b) any reference to an Article, Section, or Exhibit is a reference to an Article, Section or Exhibit of this Master Services Agreement or the applicable Order or SOW, as the case may be, unless specifically indicated to the contrary; (c) the terms “hereof,” “hereby,” “hereto,” “hereunder” and similar terms will refer to this Agreement as a whole; (d) the word “including” and words of similar import mean “including, without limitation” and “including, but not limited to”; (e) the headings contained herein are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement; (f) this Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted; (g) all references to “dollars” or “\$” refer to United States dollars; and (h) all references to “days” mean calendar days unless stated to be business days.

ARTICLE II PROVISION OF SERVICES GENERALLY

2.1. Services Generally.

(a) By UrtheCast. The applicable UrtheCast Entity shall perform the Services and deliver the Imagery Products and GEOSYS Developments pursuant to the terms of this Agreement, including in accordance with the applicable Service Levels. Any subtasks that are not specifically described in this Agreement, but which are a reasonably inherent or necessary part of the applicable Services, shall be deemed to be included within the scope of the applicable Services to be delivered for the fees as if such subtasks were specifically described herein. Notwithstanding that a particular UrtheCast Entity is specified as having the obligation to perform a Service herein, the UrtheCast Entities are jointly and severally liable for performance hereunder.

(b) By Winfield. Winfield and its Personnel shall cooperate reasonably with the applicable UrtheCast Entity performing any of the Services in order to enable the applicable UrtheCast Entity's performance of Services in accordance with the terms of this Agreement, including the applicable Service Levels.

(c) Savings Clause. Each party's failure to perform its responsibilities under this Agreement (excluding its obligation to meet the Service Levels which are only subject to the exceptions and/or exclusions stated for such Service Levels) will be excused on a day by day basis if and to the extent such party's non-performance is directly caused by the failure of the other party or its Personnel to perform the other party's obligations under this Agreement. The party seeking the excuse from performance shall promptly notify the other party when it becomes aware that a failure of the other party or its Personnel will cause, or has caused, a failure by the notifying party in performing, and the parties shall work together to prevent or circumvent such failure(s).

2.2. **Orders and SOWs.**

(a) Imagery Products and Services. The initial Imagery Products and Base Services are described in this Master Services Agreement. Additional Imagery Products and Additional Services may be purchased through Orders or SOWs placed under this Master Services Agreement.

(b) Terms. This Master Services Agreement sets forth the terms that apply to each Order and SOW issued to the applicable UrtheCast Entity under this Master Services Agreement (and not, for clarity, the Interim Agreement) and accepted by the UrtheCast Entities. The terms and conditions of this Master Services Agreement will apply to each such Order and SOW.

(c) Conflicts. Acceptance of an Order or SOW is limited to the agreed terms of that Order/SOW and this Master Services Agreement, and any inconsistent, additional, or different terms in the Order/SOW (including any boilerplate) or any quote document will not have any force or effect unless the parties have identified such provision in an Order/SOW as specifically amending a term of this Master Services Agreement by reference to the term being amended.

2.3. **Development**. Under the Interim Agreement, the parties are developing and finalizing a Development Plan relating to Platform Separation (which is governed by the Interim Agreement) and for further development of the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data, and outlining each party's respective obligations with respect to such development. After the Second Closing (and expiration of the Interim

Agreement), if the UrtheDaily Improvements Completion has not occurred by then, the development will continue per the terms of this Agreement as set forth below:

- (a) Pursuant to the Development Plan:
 - i. The applicable UrtheCast Entity shall continue to develop the GEOSYS Products and R7 Product as necessary to function and be compatible with the UrtheDaily Imagery Data in accordance with the criteria set forth in Exhibit G (UrtheDaily Improvements Completion Criteria); provided, however, that, on termination of the R7 Product Maintenance Services hereunder, the foregoing obligation shall no longer include the obligation to upgrade the R7 Product to function and be compatible with the UrtheDaily Imagery Data unless Winfield pays for such upgrades separately under an SOW; and
 - ii. Winfield shall have the right to test the iterations and approve the further developed Second Generation GEOSYS Products and Second Generation R7 Product and the UrtheDaily Improvements Completion.
- (b) The applicable UrtheCast Entity shall provide Winfield with updates periodically with respect to the UrtheDaily Improvements Completion.
- (c) The Development Managers appointed under the Interim Agreement will serve until the UrtheDaily Improvement Completion (subject to change per the Interim Agreement).
- (d) The Joint Development Committee established pursuant to the Interim Agreement will function until the UrtheDaily Improvement Completion, and, under this Agreement, shall be responsible for managing the following activities:
 - i. the planned roadmap and costs involved for further development of the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data;
 - ii. the UrtheCast Entities' performance of further development of the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data as specified in the Development Plan, including performing per schedule;
 - iii. reviewing and testing of each iteration of the GEOSYS Products and R7 Product as they are further developed to function and be compatible with the UrtheDaily Imagery Data, including each iteration of the Second Generation GEOSYS Products and Second Generation R7 Product;
 - iv. reviewing, approving and, as necessary, amending, the Development Plan; and
 - v. any other matters deferred to the Joint Development Committee in accordance with this Agreement.
- (e) The general terms of Section 3.4(c) of the Interim Agreement (including covering the membership, meeting, costs and dispute resolution) applying to the Joint Development Committee shall apply under this Agreement too, except that if the Co-Chairmen do not resolve a dispute regarding the developments to function and be compatible with the UrtheDaily Imagery

Data within sixty (60) days of the date of such escalation, Winfield shall have the casting vote and final decision right for the R7 Product and UrtheCast shall have the casting vote and final decision right for the GEOSYS Products. For clarity, the Joint Development Committee shall not have the authority to independently amend the terms and conditions of this Agreement.

ARTICLE III IMAGERY SERVICES AND LICENSES

3.1. **Imagery Services.** During the Term, the applicable UrtheCast Entity shall perform the Imagery Services pursuant to Exhibit A (Imagery Services) and this Agreement, including in accordance with the applicable Specifications and Service Levels. Prior to the Operational Date, such Imagery Services include the generation, licensing and collection of the Pre-UrtheDaily Imagery Data and processing it into the applicable Pre-UrtheDaily Imagery Products. After the Operational Date, such Imagery Services include the generation, licensing and collection of the UrtheDaily Imagery Data and processing it into the applicable UrtheDaily Imagery Products.

3.2. **License.** During the Term, and subject to the terms and conditions of this Agreement, the applicable UrtheCast Entity hereby grants a non-exclusive, royalty-free, non-transferable (except as permitted in Section 15.6), license and right, limited to the Territory only, and subject to the reservation by the applicable UrtheCast Entity of all rights not explicitly granted hereunder:

(a) to Winfield and its Personnel to use any interfaces, including APIs, or other information provided by any of the UrtheCast Entities, to develop the applicable APIs and interfaces necessary to connect any version of the R7 Product (including any iteration of the Second Generation R7 Product) and any other Winfield owned or licensed technology or, as mutually agreed, any other technology (including any Winfield Retailer's technology) (each such connected R7 Product or other technology is the "**Approved Technology**") to the GEOSYS Platform; and

(b) to Winfield and its Personnel to, and to permit any Winfield Retailer and their Personnel to:

i. use such developed APIs or interfaces or the Connecting APIs to connect or link any version of the Approved Technology to the GEOSYS Platform to enable the access to and use of the Imagery Products and Customer Value Add Products as contemplated herein;

ii. access the Imagery Products via the GEOSYS Platform (connected as permitted above) on a real-time or time-lagged basis in order to frame and/or otherwise zone, manipulate or present, or use portions of, the Imagery Products on their own or bundled with other features, Imagery Products (in whole or in part) or images (any such resulting product(s), are the "**Customer Value Add Products**");

(c) to Winfield and its Personnel to:

i. market the rights to access and use the Imagery Products and Customer Value Add Products as part of the Bundled Product itself or through Affiliates to existing and potential Winfield Retailers and Winfield Customers, and permit and sublicense the Winfield Retailers and their Personnel to market the rights to access and use the Imagery

Products and Customer Value Add Products as part of the Bundled Product to existing and potential Winfield Customers; and

ii. resell and distribute the rights to access and use the Imagery Products and Customer Value Add Products as part of the Bundled Product itself or through Affiliates to existing and potential Winfield Retailers and Winfield Customers, and permit and sublicense the Winfield Retailers and their Personnel to resell and distribute the rights to access and use the Imagery Products and Customer Value Add Products as part of the Bundled Product to existing and potential Winfield Customers; and

(d) to Winfield and its Personnel to, and to permit any Winfield Retailer and Winfield Customer and their respective Personnel to, access, present, display, and use the Imagery Products and any Customer Value Add Products, in whole or in part, via the GEOSYS Platform, for any use in connection with any version of the Approved Technology (the “**Bundled Product**”).

3.3. Commercialization Rights Outside the Territory In the event any of the UrtheCast Entities or their Affiliates elects to license or otherwise commercialize their products and services relating to imagery products including any Derivative Works on an exclusive basis outside of the Territory during the Term (an “**Exclusive Transaction**”), Winfield shall have the first right of refusal to license such products or services in the following territories, each of which Winfield or a Winfield Affiliate conducted business the Effective Date: South Africa, Kenya, Rwanda, Brazil, Australia, Argentina, and China. In each such case, UrtheCast shall provide prompt written notice to Winfield of the bona fide offer from such third party, which written notice shall include: (a) the terms, consideration, and other relevant facts with respect to such Exclusive Transaction; and (b) an offer to Winfield to enter such Exclusive Transaction, on an exclusive basis, on substantially the same terms and conditions (the “**Offer**”). For a period of no more than sixty (60) days from receipt of such notice by Winfield (the “**Option Period**”), UrtheCast shall, and shall cause its applicable Affiliate to, engage in good faith negotiations with Winfield, on an exclusive basis, and Winfield shall have the option to accept the Offer, as negotiated by the parties, and enter into the Exclusive Transaction. In the event Winfield does not accept the Offer during the Option Period, upon the expiration of the Option Period, UrtheCast or its applicable Affiliate shall have sixty (60) days to enter into an agreement for the Exclusive Transaction with such third party on terms and conditions no better than the terms and conditions contained in the Offer. In the event UrtheCast or its applicable Affiliate do not execute a definitive agreement for the Exclusive Transaction with such third party within such sixty (60) day period, the provisions of this Section shall continue to apply to any future contemplated Exclusive Transaction to such third party or another third party.

3.4. Copyright Notices. Winfield shall not alter or remove any copyright notice or proprietary legend contained in or on the Imagery Products.

3.5. Ownership. The Imagery Products are licensed not sold. All rights and title in and to the intellectual property in or related to the Imagery Products is and will remain the exclusive property of the UrtheCast Entities or their licensor. The UrtheCast Entities or their licensor owns and will continue to own all title in any copy of the Imagery Products and Imagery Data, except that, as between the parties, Winfield shall own the R7 Product, any other Approved Technology,

the Customer Value Add Products and any other intellectual property or materials developed by anyone in the Winfield Group and their respective Personnel, subject to the UrtheCast Entities' rights in the Imagery Products and Imagery Data.

3.6. **Prosecution.**

(a) The UrtheCast Entities will have the sole right to obtain, in their own name, statutory protection in the form of patents, industrial designs, trade-marks and copyrights for invention, industrial designs, trade-marks and original works of authorship as may exist in and to the Imagery Data, the Imagery Products, and, following the Second Closing, the GEOSYS Products.

ARTICLE IV R7 PRODUCT LICENSES AND SERVICES

4.1. **R7 Product.** The applicable UrtheCast Entity acknowledges that, as of the Effective Date, the R7 Product and Winfield Data is hosted, managed, maintained, supported and further developed by GEOSYS, or its approved subcontractors, for the benefit of Winfield. The parties intend that an UrtheCast Entity continue to host, manage, maintain, support and further develop the R7 Product (and Winfield Data) for Winfield's benefit during the term of the Interim Agreement while the Second Generation R7 Product is being developed as part of Platform Separation, and thereafter, so long as Winfield desires to purchase the R7 Product Services from the applicable UrtheCast Entity during the Term.

4.2. **Licenses; Restrictions on Use.**

(a) Subject to the terms and conditions of this Agreement, Winfield grants to each of the UrtheCast Entities severally a non-exclusive, royalty-free, non-transferable (except as permitted in [Section 15.6](#)), non-sublicensable (except to permitted subcontractors) license and right, during the applicable R7 Product Services Term, to:

i. perform, display, host and manage the R7 Product and all copies thereof as installed on the Effective Date (unless Winfield otherwise agrees in writing) on servers hosted by the applicable UrtheCast Entity in the United States of America solely for the purpose of performing the applicable R7 Product Services, the Platform Separation and development services under the Interim Agreement and the Termination Assistance Services, which includes the right to host, store and transmit the Winfield Data in, to and from the R7 Product solely to the extent necessary to provide the R7 Product Services for Winfield's benefit in each case in the United States of America, Canada, Spain or France; and

ii. maintain, support, modify and make derivative works of the R7 Product solely for the purpose of performing the applicable R7 Product Maintenance Services in the United States of America, Canada, Spain or France.

(b) The UrtheCast Entities shall not sublicense, license, sell, lease, rent, transfer, assign, or otherwise make the R7 Product and Winfield Data available to third parties (except for permitted subcontractors and the Winfield Group through use of the R7 Product). Winfield reserves all rights to the R7 Product and Winfield Data not granted herein. Without limiting the

generality of the foregoing, the UrtheCast Entities shall not, and shall not permit any of their Personnel or any third party to: (i) copy, translate, disassemble, decompile, reverse-engineer, or attempt to create the source code from object code for, the R7 Product except as necessary to perform under the Platform Separation and UrtheDaily Improvements License and as set forth in Section 4.4; (ii) modify or make any derivative works of the R7 Product except as expressly granted in Section 4.2(a)(ii) and as necessary to perform under the Platform Separation and UrtheDaily Improvements License and all such modifications and derivative works are GEOSYS R7 Developments owned by Winfield hereunder or under the Interim Agreement; (iii) modify or make any derivatives to Winfield Data unless such derivatives are processed by use of the R7 Product, in which case all such derivatives shall be deemed Winfield Data; (iv) use the R7 Product and Winfield Data to knowingly transmit any content, data or information that is unlawful, defamatory, or invasive of another's privacy right or right of publicity or infringes any intellectual property rights; (v) use, disclose, copy, or access Winfield Data except to provide the R7 Product for Winfield's benefit, or in accordance with Winfield's written instructions; (vi) delete Winfield Data except in accordance with the terms of this Agreement; or (vii) use the R7 Product and Winfield Data in the operation of a service bureau, outsourcing or time-sharing service or for the benefit of any third party.

(c) The UrtheCast Entities may make copies of the R7 Product only for backup, archival, disaster recovery, and disaster recovery testing purposes consistent with Exhibit B (R7 Product and R7 Product Services), or as otherwise necessary to perform under the Platform Separation and UrtheDaily Improvements License. On each such copy, the applicable UrtheCast Entity shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the R7 Product made or received by the UrtheCast Entities can be used only as permitted under this Agreement and the Interim Agreement. At any time within ten (10) days after Winfield's written request, the UrtheCast Entities shall inform Winfield of the number and location of all copies of the R7 Product that each UrtheCast Entity has made or received.

(d) Without limiting the other terms in this Agreement, the UrtheCast Entities recognize and acknowledge that whenever any of them receives source code from Winfield, each such UrtheCast Entity shall maintain the confidentiality of such source code and use it solely for the permitted use of the R7 Product. Each UrtheCast Entity agrees to: (i) hold all such source code in the strictest confidence; and (ii) ensure that its Personnel do not disclose such source code to any person, firm or corporation or to use it except as only necessary in permitted use of the R7 Product.

(e) The UrtheCast Entities acknowledge that GEOSYS has a master copy of the R7 Product, and no delivery thereof is required hereunder.

4.3. R7 Product Services. During the applicable R7 Product Services Term, the applicable UrtheCast Entity shall perform the R7 Product Services pursuant to Exhibit B (R7 Product and R7 Product Services) and this Agreement, including in accordance with the applicable Service Levels.

4.4. Additional R7 Product Hosting Services Terms.

(a) Safeguards. This Section is in addition to the terms of Article XI and Exhibit B (R7 Product and R7 Product Services). In the event of any conflict between this Section 4.4(a) and Article XI and Exhibit B (R7 Product and R7 Product Services), the terms that give the most protection to the applicable confidential information shall take precedence. The UrtheCast Entities shall develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of, and to prevent non-permitted use or disclosure of, Winfield Data in the applicable UrtheCast Entity's (or its subcontractor's) custody or control, as described in more detail in Exhibit B (R7 Product and R7 Product Services). The UrtheCast Entities (or their subcontractors) will continue to maintain security measures in respect of the R7 Product and Winfield Data at least equivalent in all material respects to those described in Exhibit B (R7 Product and R7 Product Services). The parties acknowledge that the detailed security measures implemented by the UrtheCast Entities (or their subcontractors) may evolve from time to time in response in particular to changes in the Law, developments in technologies and changing security threats. However, in no event during the hosting, storage or transmission of any Winfield Data shall changes to any UrtheCast Entities' (or their subcontractors') security program diminish the level of data protection offered in Exhibit B (R7 Product and R7 Product Services).

(b) Data Breaches. The UrtheCast Entities shall notify Winfield without unreasonable delay (and, in any case, within any applicable timelines set forth in Exhibit B (R7 Product and R7 Product Services)) if any of the UrtheCast Entities learns of disclosure of Winfield Data not permitted by this Agreement and shall investigate and remediate any such disclosure of Winfield Data within the UrtheCast Entities' (or their subcontractor's) possession or control in accordance with all applicable Laws. Winfield and the applicable member of the Winfield Group shall have the right to participate in any security investigation and remediation relating to the Winfield Data; providing, however, that any such participation shall not unreasonably interfere with the applicable UrtheCast Entity's investigation and remediation efforts relating to such Winfield Data. In all events, the UrtheCast Entities shall cooperate with Winfield in resolving and remediating any actual or suspected acquisition or misuse of such Winfield Data. If any unauthorized disclosure of or access to Winfield Data is attributable to a breach by any UrtheCast Entity or its Personnel (including its subcontractors) of any UrtheCast Entities' obligations under this Agreement or their negligence or willful misconduct, the UrtheCast Entities shall bear (i) the costs incurred by the UrtheCast Entities in complying with its legal obligations relating to such breach, and (ii) in addition to any other damages for which the applicable UrtheCast Entity may be liable for under this Agreement, the following costs incurred by any of the Winfield Group in responding to such breach, to the extent applicable: (1) the cost of providing notice to affected individuals, (2) the cost of providing notice to government agencies, credit bureaus, and/or other required entities, (3) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing, (4) call center support for such affected individuals for a specific period not to exceed thirty (30) days, and (5) the cost of any measures required under applicable law. Any such costs are deemed direct damages hereunder.

(c) Data Back Up. The applicable UrtheCast Entity shall back up the Winfield Data

per the terms of Exhibit B (R7 Product and R7 Product Services).

(d) Passwords. The applicable UrtheCast Entity shall provide all passwords and userIDs for the Winfield Group to access the R7 Product while hosted by the applicable UrtheCast Entity, or for an administrator to generate such passwords and userIDs.

4.5. **Additional R7 Product Maintenance Services Terms.**

(a) Delivery. Unless an SOW states otherwise, or unless development is occurring on the Winfield Network, each UrtheCast Entity will at the end of predefined time points or milestones, deposit all then-current GEOSYS R7 Developments from the R7 Product Maintenance Services to an FTP location provided by Winfield.

(b) Acceptance Procedure. Unless a different acceptance procedure is stated in an SOW, the parties will follow the acceptance procedures in Exhibit D (Acceptance Procedure) with respect to all GEOSYS R7 Developments (including each iteration of the Second Generation R7 Product) and each iteration of the Second Generation GEOSYS Products generated prior to the Operational Date.

4.6. **Network Access**. In the event that the R7 Product Hosting Services are terminated and so R7 Product Maintenance Services are performed on the Winfield Network, or in the event that Winfield desires that any UrtheCast Entity access the Winfield Network to perform any other Services hereunder, this Section shall apply to all access to the Winfield Network in addition to the requirements set forth in Exhibit B (R7 Product and R7 Product Services). Winfield may require each UrtheCast Entity or its Personnel to execute a network access agreement prior to making any access to the Winfield Network. Each of the following applies to use of the Winfield Network:

(a) Each UrtheCast Entity will only access the Winfield Network using the connection or access codes provided by Winfield, and will ensure that only the UrtheCast Entity Personnel who are authorized by Winfield use such connection/access codes to access the Winfield Network. Access credentials cannot be shared or used by more than one individual at a time. The applicable UrtheCast Entity will inform Winfield of the name(s) of each of the applicable UrtheCast Entity Personnel that the UrtheCast Entity desires Winfield to authorize to access the Winfield Network. The applicable UrtheCast Entity will notify Winfield promptly if any of the UrtheCast Entity Personnel who has been granted such access has been (1) terminated from employment or otherwise is no longer one of the UrtheCast Entity Personnel, or (2) reassigned and no longer requires access to the Winfield Network. The UrtheCast Entities will ensure that no UrtheCast Entity Personnel other than such authorized UrtheCast Entity Personnel access the Winfield Network.

(b) The UrtheCast Entities will use access to the Winfield Network for the sole and limited purpose of performing the applicable Services. The UrtheCast Entities will not access, or attempt to access, any part of any Winfield Network that they are not authorized to access.

(c) The UrtheCast Entities agree that none of them will post, transmit or otherwise cause to be placed on the Winfield Network, or use the Winfield Network to post or transmit, any material that is defamatory, obscene, or which breaches any applicable Laws or material that infringes any third party's intellectual property rights. None of the UrtheCast Entities will

attempt to defeat any security measures in the Winfield Network. The UrtheCast Entities acknowledge that information about the UrtheCast Entities, including any personal data of any of their Personnel, that is made available on the Winfield Network may be accessible by others with authorized access to the Winfield Network and each UrtheCast Entity hereby consents to such disclosure on behalf of itself and as an authorized representative of each of their Personnel.

(d) The UrtheCast Entities acknowledge and agree that, to the extent permitted by applicable Laws, Winfield has the right to monitor, record and investigate all uses of the Winfield Network by each UrtheCast Entity or their Personnel, including all email or other communications, and the UrtheCast Entities hereby consent to such monitoring, recording and investigation. The UrtheCast Entities acknowledge and agree that each of them and their Personnel do not have any expectation of privacy with respect to any personal information or communications made by or to it or its Personnel through the Winfield Network.

(e) The UrtheCast Entities will promptly report any security breach any of them become aware of, in relation to the Winfield Network, and will cooperate with and fully support Winfield's investigation of each such security breach. Winfield may disconnect access or connections to the Winfield Network at any time.

(f) THE WINFIELD NETWORK IS PROVIDED BY WINFIELD TO THE URTHECAST ENTITIES AND THEIR PERSONNEL ON AN AS-IS, WHERE-IS BASIS. WINFIELD EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WINFIELD NETWORK, OR ITS CONDITION OR SUITABILITY FOR USE BY THE URTHECAST ENTITIES OR THEIR PERSONNEL TO PROVIDE THE SERVICES, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(g) No UrtheCast Entity shall be liable for its inability to perform its obligations under this Agreement to the extent that the Winfield Network, including its configuration, implementation, hardware, or software, or the availability thereof, is responsible for same; provided, that the UrtheCast Entities comply with Section 2.1(c).

4.7. **Ownership.**

(a) Generally. The R7 Product, Specifications and all Winfield Data: (i) are owned or licensed by and are proprietary to Winfield, as between the parties, (ii) constitute trade secrets of Winfield, and (iii) constitute Confidential Information of Winfield.

(b) GEOSYS R7 Developments. Without limiting the generality of the foregoing, all GEOSYS R7 Developments, and all Intellectual Property Rights therein, will be solely owned by Winfield. Winfield will be deemed to be the author and inventor of the GEOSYS R7 Developments immediately upon their creation, authoring, development or invention under applicable Laws. The GEOSYS R7 Developments that are copyrightable will be deemed "works made for hire" under the U.S. Copyright Act or equivalent foreign Law. Without limiting the foregoing, the UrtheCast Entities, for themselves and their Personnel, will and hereby do, without further consideration, assign, transfer and convey to Winfield (both present and future), effective immediately on the authoring, creation, invention or development of the GEOSYS R7

Developments, all right, title and interest whatsoever throughout the world in and to the GEOSYS R7 Developments, including all Intellectual Property Rights therein.

(c) Prosecution and Enforcement. Winfield will have the sole right to obtain, in its own name, statutory protection in the form of patents, industrial designs, trade-marks and copyrights for invention, industrial designs, trade-marks and original works of authorship that it owns, including all such rights as may exist in and to the R7 Product (including all GEOSYS R7 Developments (including each iteration of the Second Generation R7 Product)). The UrtheCast Entities shall not seek to register anywhere in the world any intellectual property rights owned by Winfield. Winfield shall have the sole right to enforce against third party infringers of the R7 Product (including all GEOSYS R7 Developments (including each iteration of the Second Generation R7 Product)).

(d) Winfield Data. The UrtheCast Entities, for themselves and their Personnel, will and hereby do, without further consideration, assign, transfer and convey to Winfield (both present and future), all right, title and interest whatsoever throughout the world in and to the Winfield Data, including all Intellectual Property Rights therein.

(e) Waivers; Further Assurances. The UrtheCast Entities waive, and will not assert, any liens or other encumbrances any of them obtain on the R7 Product and Winfield Data. The UrtheCast Entities will not withhold the R7 Product or Winfield Data as a means of resolving a dispute. Under no circumstances shall the UrtheCast Entities or their Personnel attempt to access or allow access to the R7 Product or Winfield Data that is not required for the performance of the UrtheCast Entities' obligations or otherwise permitted under this Agreement. The UrtheCast Entities shall take all actions required under applicable Law to ensure that they acquire all available rights in the GEOSYS R7 Developments and Winfield Data, including all Intellectual Property Rights therein, from their Personnel to ensure full rights as stated in this Section 4.7 can be granted to Winfield. To the extent any of the UrtheCast Entities' (including any Personnel's) rights in any GEOSYS R7 Developments and Winfield Data, including any Moral Rights, are not capable of assignment under applicable Law, the UrtheCast Entities hereby irrevocably and unconditionally waive all such rights, including all enforcement of such rights, to the maximum extent permitted under applicable Law, and shall ensure that their Personnel shall too. The UrtheCast Entities hereby agree that if Winfield is unable, for any reason, to secure any of the UrtheCast Entities' signature or action to do any of the requirements in this Section 4.7 within fifteen (15) business days after receipt by the UrtheCast Entities of a written request to do the same (which such request will reference this Section), then Winfield will send the UrtheCast Entities a second written request. If within five (5) business days of receipt of such second written request, the UrtheCast Entities have not acted in accordance with the foregoing, then the UrtheCast Entities shall irrevocably appoint, and the UrtheCast Entities hereby irrevocably designate and appoint, Winfield their agent and attorney-in-fact to act for and on their behalf as necessary to execute, register and file any applications, and to do all other lawfully permitted acts, to further the assignment, registration, prosecution, issuance and enforcement of the Intellectual Property Rights in the GEOSYS R7 Developments and Winfield Data with the same legal force and effect as if executed, registered and filed by the UrtheCast Entities. Each party, acting reasonably, may dispute that any Software or other intellectual property developed by or on behalf an UrtheCast Entity is a GEOSYS Product, a GEOSYS R7 Development or Winfield

Data, and the parties shall attempt to resolve such dispute through the JDC. Upon request, the UrtheCast Entities shall provide evidence of a waiver of moral rights from their Personnel involved in creating or developing the GEOSYS Developments.

ARTICLE V QUALITY OF SERVICES

5.1. **Generally.** The UrtheCast Entities shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness, resource efficiency and productivity that are equal to or higher than the accepted industry standards of providers of similar services unless a more stringent standard is specified in this Agreement, provided that performance at a level higher than the accepted industry standards of providers of similar services shall not render subsequent performance equal to the accepted industry standards of providers of similar services a breach of this Agreement unless a more stringent standard is specified in this Agreement.

5.2. **Service Level Performance Standards.**

(a) The UrtheCast Entities shall perform the Services so as to meet or exceed the applicable Service Levels set forth in this Agreement. If more than one Service Level applies to any particular obligation of the UrtheCast Entities, the UrtheCast Entities shall perform in accordance with the most stringent of such Service Levels.

(b) The UrtheCast Entities recognize that Winfield is paying the UrtheCast Entities to deliver certain Services at specified Service Levels. If the UrtheCast Entities fails to meet any such Service Levels, then, in addition to other remedies available to Winfield, the UrtheCast Entities shall pay or credit to Winfield the performance credits as specified in Exhibit A (Imagery Services), Exhibit B (R7 Product and R7 Product Services) or the applicable Order/SOW (“**Service Level Credits**”) in recognition of the diminished value of the Services resulting from the UrtheCast Entities’ failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances will the imposition of Service Level Credits be construed as Winfield’s sole or exclusive remedy for any failure to meet the Service Levels.

(c) If any of the UrtheCast Entities fails to provide Services in accordance with the Service Levels or the other terms of this Agreement, the UrtheCast Entities shall (after restoring service or otherwise resolving any immediate problem): (i) promptly investigate and report on the causes of the problem; (ii) provide a root cause analysis of such failure as soon as practicable after such failure; (iii) take all reasonable steps to correct the problem as soon as practicable (regardless of cause or fault) or coordinate the correction of the problem if the UrtheCast Entities do not have responsibility for the cause of the problem; (iv) advise Winfield of the status of remedial efforts being undertaken with respect to such problem; (v) demonstrate to Winfield’s reasonable satisfaction that the causes of such problem have been or will be corrected; and (vi) take all reasonable steps to prevent any recurrence of such problem. The UrtheCast Entities shall use commercially reasonable efforts to complete the root cause analysis within fifteen (15) days after the occurrence of the failure.

(d) On or before the commencement of the Service Levels, the UrtheCast Entities shall implement measurement and monitoring tools and metrics as well as standard reporting procedures and data sources, all acceptable to Winfield, acting reasonably, to measure and report

on the UrtheCast Entities' performance of the Services at a level of detail sufficient to verify the UrtheCast Entities' compliance with the applicable Service Levels. The UrtheCast Entities also will provide Winfield with access to the raw data used by the UrtheCast Entities to calculate the performance of Services and the measurement and monitoring tools and procedures utilized by the UrtheCast Entities to generate such data for purposes of audit and verification.

5.3. **Timelines for Performance.** For each Service where dates for performance are specified herein, the UrtheCast Entities shall complete the applicable deliveries and Services in accordance with the specified timelines. If the UrtheCast Entities fail to meet a timeline, the UrtheCast Entities shall promptly notify Winfield, and the UrtheCast Entities shall, at its expense to the extent such delay is not excused under Section 2.1(c), control and minimize such delay, including by assigning additional resources and take appropriate action to prevent such delay from resulting in further Services, GEOSYS R7 Developments or Imagery Products being delayed.

5.4. **No Interruptions.** The UrtheCast Entities shall not interrupt or suspend the provision of Imagery Products, GEOSYS R7 Developments or Services under this Agreement or perform any other action that prevents, impedes, or reduces in any way the provision of the Imagery Products, GEOSYS R7 Developments or Services (other than minimal, routine interruptions necessary in order for the UrtheCast Entities to provide the Services), unless: (a) authority to do so is granted by Winfield or conferred by a court of competent jurisdiction; (b) Winfield fails to make any undisputed payment owing hereunder and does not cure such breach within thirty (30) days of written notice thereof (and the UrtheCast Entities shall lift the suspension as soon as the amount is paid); (c) this Agreement or the applicable Order/SOW has been terminated pursuant to the termination rights herein and Termination Assistance Services have ended; or (d) as contemplated during hosting per Exhibit B.

ARTICLE VI ADDITIONAL SERVICES OBLIGATIONS

6.1. **Compliance with Laws.** The UrtheCast Entities shall perform the Services hereunder in accordance with all applicable Laws.

6.2. **Change Control.** Any changes to this Agreement are subject to the terms of Section 15.1. Either party may request a change to an Order or SOW by providing a project change request to the other party. The receiving party shall have ten (10) days to respond to each such proposed change, and the parties shall negotiate the terms in good faith in a timely manner.

6.3. **UrtheCast Entities Personnel.** The UrtheCast Entities shall assign sufficient Personnel to provide the applicable Services hereunder and such UrtheCast Entities Personnel will possess suitable competence, skill, experience, and qualifications and will be properly educated and trained for the Services they are to perform. The UrtheCast Entities shall provide direction to their Personnel performing Services and will ensure that their Personnel comply with all applicable terms and conditions of this Agreement while they are performing Services.

6.4. **Replacement of UrtheCast Entities Personnel.** No more than twice per Contract Year, in the event that Winfield determines in good faith and acting reasonably and not for an unlawful purpose that the continued assignment to Winfield of any individual UrtheCast Entities

Personnel is not in the best interests of Winfield, then the UrtheCast Entities shall, as soon as possible, use commercially reasonable efforts to remove and replace such Personnel with an individual of suitable ability and qualifications, without cost to Winfield. In such event, Winfield will not be obligated to pay any charges or other fees relating to the replacement of such UrtheCast Entities Personnel, including any training or other knowledge transfer activities or overlaps in periods of employment. Nothing in this provision will operate or be construed to limit the UrtheCast Entities' responsibility for the acts or omissions of the UrtheCast Entities Personnel, or be construed as joint employment.

6.5. Winfield Policies. The UrtheCast Entities shall ensure that UrtheCast Entities Personnel, while assigned to provide Services or otherwise visiting or accessing Winfield's or its Affiliates' facilities will (a) comply with Winfield's, or the appropriate Winfield Affiliate's, then-current environmental, health, safety, and security policies and procedures and other rules and regulations applicable to Winfield or Winfield Affiliate Personnel at those facilities, provided, however, that any such policies, procedures, rules and regulations: (i) are reasonable, (ii) comply with applicable Laws, and (iii) are brought to the UrtheCast Entities' attention, and (iv) do not cause the UrtheCast Entities to incur any material additional costs to comply with same; provided, however, that the UrtheCast Entities shall be required to cover their own costs of complying with such policies to the extent the policy terms are made to comply with Law, (b) comply with reasonable requests of Winfield pertaining to personal and professional conduct, (c) attend workplace training offered by Winfield at Winfield's request, provided, however, that Winfield reimburses the UrtheCast Entities for any reasonable and necessary out-of-pocket costs actually incurred by the UrtheCast Entities in connection with same, and (d) otherwise conduct themselves in a professional and businesslike manner.

6.6. Subcontractors. If any of the UrtheCast Entities desire to have its Affiliates perform any of its obligations hereunder, such Affiliate shall be deemed a subcontractor of the applicable UrtheCast Entity hereunder. The UrtheCast Entities may subcontract their obligations hereunder (including to their Affiliates) subject to the following:

- (a) Winfield's prior written consent;
- (b) the UrtheCast Entities shall have a valid written agreement with each subcontractor which is consistent with the terms hereof, including confidentiality obligations, and which assigns all of the subcontractor's rights in any GEOSYS Developments and Winfield Data, including all Intellectual Property Rights therein, to the applicable UrtheCast Entity for assignment or licensing, as applicable, to Winfield hereunder;
- (c) the UrtheCast Entities shall be solely responsible for all fees, costs, and other expenses relating to each subcontractor's performance in relation to this Agreement;
- (d) the UrtheCast Entities shall not retain (even if approved by Winfield) any subcontractor in any country where doing so would violate any applicable Laws, including, due to embargoes or other restrictions, or put any additional responsibilities on Winfield; and
- (e) the UrtheCast Entities acknowledge and agree that Winfield has no obligations under this Agreement to any subcontractor and no subcontractor has any rights or remedies against Winfield under this Agreement.

6.7. **UrtheCast Entities Personnel Are Not Winfield Employees.**

(a) The parties intend to create an independent contractor relationship and nothing in this Agreement will operate or be construed as making Winfield and the UrtheCast Entities partners, joint venturers, principals, joint employers, agents or employees of or with the other. No Personnel retained by the UrtheCast Entities to perform work on Winfield's behalf hereunder will be deemed to be an officer, director, employee, agent, affiliate, contractor or subcontractor of Winfield for any purpose. Winfield does not have the right, power, authority or duty to supervise or direct the activities of any of the UrtheCast Entities Personnel or to compensate any of the UrtheCast Entities Personnel for any work performed by them pursuant to this Agreement. The UrtheCast Entities, and not Winfield, will be responsible and liable for the acts and omissions of the UrtheCast Entities Personnel, including acts and omissions constituting negligence, willful misconduct and/or fraud.

(b) The UrtheCast Entities Personnel will clearly identify themselves as UrtheCast Entities Personnel and not as employees or representatives of Winfield in any and all communications, whether oral, written or electronic, unless and to the extent authorized by Winfield in connection with the performance of specific services. The UrtheCast Entities Personnel will wear a badge indicating that he or she is employed by the UrtheCast Entities or its subcontractors when at a Winfield/Winfield Affiliate site.

6.8. **Right to Work.** The UrtheCast Entities shall ensure that the UrtheCast Entities Personnel are authorized to work in any country in which they are assigned to perform Services.

6.9. **Resources.** Except as otherwise expressly provided in this Agreement as a Winfield responsibility, the UrtheCast Entities shall be responsible for providing the facilities, personnel, equipment, Software, materials, technical knowledge, expertise and other resources necessary to provide the Services it is obligated to provide hereunder.

6.10. **Business Continuity and Disaster Recovery Plan.** The UrtheCast Entities shall maintain an adequate business continuity and disaster recovery plan in respect of the Services, including for each service location, and provision of Personnel and other resources hereunder. The UrtheCast Entities shall update and test the business continuity and disaster recovery plan at least annually and certify the results of such testing to Winfield. Upon a Force Majeure Event, the UrtheCast Entities shall promptly undertake all applicable actions and precautions under the business continuity and disaster recovery plan, and diligently pursue them as necessary to avoid, or if not avoidable, minimize any interruption to the Services. The foregoing is in addition to the business continuity and disaster recovery terms set forth in Exhibit B (R7 Product and R7 Product Services).

6.11. **Force Majeure Event.** Any failure or delay by a party in the performance of its obligations will not be deemed a default of this Agreement or a ground for termination to the extent such failure or delay is caused by a Force Majeure Event (except where termination is permitted). "**Force Majeure Event**" means any of the following events that causes a party to delay performance or fail to perform an obligation under this Agreement: fire and flood caused by nature or Acts of God, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, and court order. The party whose performance is

affected by a Force Majeure Event will immediately notify the other party by telephone and email (to be confirmed in a notice within five (5) days of the inception of such delay). If any Force Majeure Event results in a failure of the applicable UrtheCast Entity to deliver any portion of the Imagery Products or Services and such failure lasts for more than five (5) days, then Winfield may, upon notice to the UrtheCast Entity, (a) terminate the applicable Imagery Product/Service/Order or SOW with written notice to such UrtheCast Entity, and/or (b) perform the applicable Services itself and/or purchase the applicable Imagery Product (or replacement thereof) and Services from a third party. In such event, Winfield will be excused from paying for the portion of the Imagery Products and Services that the UrtheCast Entities fail to deliver and all costs associated with Winfield directly or indirectly performing or purchasing the Imagery Products/Services (including the purchase of imagery data from a third party) will be borne by the UrtheCast Entities.

ARTICLE VII ESCROW AND GRANT BACK LICENSE

7.1. **Escrow.** The UrtheCast Entities shall maintain throughout the Term after the Second Closing, at Winfield's expense, a complete and accurate copy of the Escrow Materials (including updates and upgrades thereto and new versions thereof), in the custody of an escrow agent agreed by the parties prior to the closing of the Second Transaction (the "**Escrow Agent**") pursuant to an Escrow Agreement among Winfield, the UrtheCast Entities and the Escrow Agent executed by the closing of the Second Transaction ("**Escrow Agreement**"). Within 30 days of the closing of the Second Transaction, the UrtheCast Entities shall deposit the Escrow Materials into an escrow account with the Escrow Agent under the Escrow Agreement. Thereafter, the UrtheCast Entities shall deposit with the Escrow Agent, copies of all updates to the Escrow Materials, within thirty (30) days following the release of such materials and Winfield will be notified of each update. The parties acknowledge the escrow occurs simultaneously with the grant back in Section 7.9 until the Operational Date.

7.2. **Escrow Materials.** "**Escrow Materials**" means all of the Software and other materials and all other intellectual property and Intellectual Property Rights necessary for the R7 Product to function (using imagery data) as intended, including the following as necessary for the operation of the R7 Product in connection with processing the equivalent of Imagery Products from any imagery data (which for clarity, includes the GEOSYS Products from time to time as updated including by the GEOSYS Products Developments) ("**Escrow Scope**"): (i) one printed copy of a listing of the fully-commented source language code (human-readable and maintainable program instructions); (ii) two copies, on magnetic medium, of the source language code; (iii) all proprietary information and technical documentation that is necessary and sufficient for a reasonably skilled computer programmer or analyst to maintain or enhance the foregoing without the aid of the UrtheCast Entities; (iv) the object code version of the foregoing source materials and all maintenance tools (test programs and program specifications), descriptions of proprietary or third-party system utilities (including compilers, library packages, linkers or assemblers), with instructions for compiling and linking the source code into executable forms, a description of the system/program generation procedure, and a list of the owners, firmware, licenses, or other third-party proprietary interests. This list will include, but is not limited to, the addresses and telephone numbers of the owners; (v) for all of the foregoing,

the then-current release and version and all predecessor releases and versions, together with all associated materials required to enable a reasonably skilled programmer to understand the design, structure and implementation of the Escrow Scope and to enable a professional writer to write documentation and help files for the Escrow Scope, such materials to include any schematics or flow charts, system documentation, program procedures (including build procedures), descriptions and statements of operation and principle, programmer notes, testing data, custom or special compilers, and all other services or files required to create the object and source code versions within the Escrow Scope; and (vi) all historical Imagery Products processed from the Effective Date.

7.3. **Notice.** The UrtheCast Entities shall cause the Escrow Agent to provide notice to Winfield that: (a) the Escrow Materials have been received; (b) any updates to the Escrow Materials have been received; and (c) that the provisions in this Article VII shall apply with regard to any release of the Escrow Materials to Winfield.

7.4. **Release Events.** The Escrow Agreement will provide that Winfield is entitled to obtain a copy of the Escrow Materials from the Escrow Agent upon the occurrence of any one of the following events (each a “**Release Event**”):

- (a) a receiver, trustee, or similar officer is appointed for the business or property of any of the UrtheCast Entities;
- (b) any of the UrtheCast Entities files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Winfield that it will continue to perform the Imagery Services in accordance with the terms of this Agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors;
- (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against any of the UrtheCast Entities and not stayed, enjoined, or discharged within 60 days;
- (d) any of the UrtheCast Entities takes any corporate action authorizing any of the foregoing;
- (e) any similar or analogous proceedings or event to those in Sections 7.4(a) through (c) above occurs in respect of the UrtheCast Entities within any jurisdiction outside the USA;
- (f) each of the UrtheCast Entities cease to carry on business or the part of its business which relates to the Imagery Services;
- (g) there is a Service Level Termination Event with respect to the Imagery Services;
- (h) the UrtheCast Entities are in material breach of their obligations under this Agreement with respect to the Imagery Services and have failed: (i) to make reasonable progress steps towards curing such breach within thirty (30) days of written notice of such default; or (ii) to remedy such default within sixty (60) days of written notice of such default;
- (i) any breach of Section 5.4 with respect to the Imagery Services;
- (j) termination under Section 6.11;

- (k) the failure of the Second Transaction to occur;
- (l) termination of this Agreement due to a material breach of Section 7.2 of the Interim Agreement; and/or
- (m) prior to the Operational Date, there is a Change of Control of UrtheCast, or the entity that controls UrtheCast (if any), or any of the other UrtheCast Entities, to which Winfield does not consent in accordance with the terms of this Agreement.

The parties acknowledge that the Grant Back License also applies in the event of a Release Event

7.5. **Evaluation.** The Escrow Agreement will include the right of Winfield to evaluate the Escrow Materials on deposit with the Escrow Agent at any time(s), but no more than once per year. In conducting such an evaluation, Winfield may engage the services of a third party provided that such third party first enters into a confidentiality agreement regarding the Escrow Materials with Winfield including terms substantively similar to the confidentiality terms set forth herein. Winfield will be responsible for all costs of the evaluation unless any such evaluation reveals that: (a) the Escrow Materials are incomplete; (b) the Escrow Materials do not contain all updates; or (c) the Escrow Materials contain material errors or omissions. In the event that any evaluation reveals any of the aforementioned discrepancies, the UrtheCast Entities shall pay all costs of the evaluation and correct such discrepancies within sixty (60) days after receiving written notice thereof.

7.6. **Additional Terms.** In the event the Escrow Agreement is terminated or expires for any reason, the UrtheCast Entities shall use all reasonable efforts to enter into a new Escrow Agreement as soon as possible and arrange for the Escrow Agent to release the Escrow Materials in accordance with this Article VII. The parties agree that the term “**Escrow Agent**” shall include any such organization with whom the UrtheCast Entities has deposited the Escrow Materials at any time, and the term “**Escrow Agreement**” shall include the UrtheCast Entities’ agreement for the deposit, safekeeping and release of the Escrow Materials with such organization.

7.7. **365(n).**

THE PARTIES HEREBY ACKNOWLEDGE THEIR MUTUAL INTENT THAT, IN THE EVENT ANY OF THE URTHECAST ENTITIES FILES, OR HAS FILED AGAINST IT, A PETITION UNDER THE U.S. BANKRUPTCY CODE OR FOREIGN EQUIVALENT, THIS AGREEMENT AND THE LICENSES GRANTED HEREUNDER TO WINFIELD SHALL BE GOVERNED BY, AMONG OTHER APPLICABLE LAWS, SECTION 365(n) OF THE U.S. BANKRUPTCY CODE OR FOREIGN EQUIVALENT.

7.8. **Escrow Materials License.** The UrtheCast Entities, and their successors and assigns, hereby grant to Winfield a worldwide, fully paid-up, royalty-free, non-exclusive, nontransferable (except as permitted in Section 15.6) limited license, for thirteen (13) years after the Effective Date (applicable even if this Master Services Agreement is earlier terminated) to modify, use, copy, distribute, perform, display and create derivative works from the Escrow Materials as necessary to generate and host and distribute and sell the equivalent of Imagery Products from any imagery data and for the R7 Product to function (using imagery data) as intended. Winfield may use a third party to perform any of the foregoing on Winfield’s behalf. Winfield agrees not

to exercise the foregoing license until the occurrence of a Release Event. All Intellectual Property Rights to any enhancements, improvements, or modifications that Winfield makes to the Escrow Materials (except for the UrtheCast Entities' pre-existing rights in any of the underlying intellectual property contained therein) after a Release Event under the Escrow Agreement shall be owned by Winfield. If a Release Event occurs prior to expiration or termination of this Agreement, the foregoing license shall survive the expiration or termination of this Agreement for the term noted above.

7.9. **Grant Back License.**

(a) Grant Back License. Effective for the Grant Back License Period, and without limiting the foregoing escrow terms, the UrtheCast Entities, and their successors and assigns, hereby grant to Winfield and its Affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, transferable, sublicensable license to modify, use, copy, distribute, perform, display and create derivative works from the Escrow Materials as necessary to generate and host and distribute and sell the equivalent of Imagery Products from any imagery data and for the R7 Product to function (using imagery data) as intended ("**Grant Back License**"). Winfield agrees not to exercise the Grant Back License until the occurrence of a Release Event. All Intellectual Property Rights to any enhancements, improvements, or modifications that Winfield makes to the Escrow Materials (except for the UrtheCast Entities' pre-existing rights in any of the underlying intellectual property contained therein) after a Release Event shall be owned by Winfield. The Grant Back License shall survive the expiration or termination of this Agreement if the Operational Date does not occur before expiration or termination of this Agreement, extending perpetually.

(b) Delivery Obligation. In connection with the Grant Back License, Winfield may retain a copy of the Escrow Materials on the date of the Second Closing and, notwithstanding that the same materials will be escrowed per Section 7.1, the UrtheCast Entities shall deliver to Winfield on a quarterly basis throughout the Grant Back License Period, a complete and accurate copy of the Escrow Materials (including updates and upgrades thereto and new versions thereof including all GEOSYS Products Developments).

ARTICLE VIII FEES

8.1. **Imagery Services Fees.**

(a) Pre-Operational Date. Prior to the Operational Date, the fees for the Imagery Services described in this Master Services Agreement shall be Seven Million Three Hundred Thousand US Dollars per Contract Year (\$7,300,000.00) paid in four (4) equal quarterly installments in advance commencing on the Effective Date; provided, that, the first quarterly installment will be reduced by the amount paid through December 31, 2018 by Winfield under the Platform as a Service Agreement between GEOSYS and Winfield dated as of _____.

(b) Post-Operational Date. After the Operational Date, the fees for the Imagery Services described in this Master Services Agreement shall be Eight Million Three Hundred Thousand US Dollars per Contract Year (\$8,300,000.00) paid in four (4) equal quarterly installments in advance. If the Operational Date occurs in the middle of a monthly billing cycle,

the fees shall be prorated accordingly, between the fees due under Section 8.1(a) and (b).

(c) Payments. Amounts due under this Section 8.1 shall be due to the applicable UrtheCast Entity in accordance with the written instructions of UrtheCast given from time to time.

8.2. R7 Product Services Fees.

(a) MSA Base Fee. The fees for the R7 Product Services described in this Master Services Agreement shall be Two Million Eight Hundred Thousand US Dollars per Contract Year (\$2,800,000.00) as further described in an SOW applicable to each Contract Year hereunder paid quarterly in advance commencing on the Effective Date, and thereafter per the payment terms in the SOW.

(b) Payments. Amounts due under this Section 8.2 shall be due to the applicable UrtheCast Entity in accordance with the written instructions of UrtheCast given from time to time.

8.3. Offset Rights. On account that the UrtheCast Entities may factor any accounts receivable in connection with the Interim Agreement and this Agreement, no party shall have the right to offset any amounts due under the Interim Agreement or this Agreement.

8.4. Pricing and Terms for Products and Services Purchased by Land O'Lakes, Inc.' Affiliates. The UrtheCast Entities shall, and shall ensure that their Affiliates shall, at all times (a) agree to sell products and services relating to imagery data and imagery products made available by the UrtheCast Entities or their Affiliates from time to time, including those covered by this Agreement, to any Affiliates of Land O'Lakes, Inc. under separate agreement on request by any such Affiliate and (b) offer to such Affiliates of Land O'Lakes, Inc. pricing and other terms and conditions with respect to such purchases that are no less favorable than the best pricing and terms and conditions offered by any UrtheCast Entity or their Affiliates to any of their customers that purchase such products or services or reasonably similar products and services.

8.5. Conduct of UrtheDaily Improvements Completion. The UrtheCast Entities shall bear all of the costs and expenses in performing the services to accomplish the UrtheDaily Improvements Completion (except for the R7 Product Maintenance Services).

8.6. Orders. Fees for additional Imagery Products and Additional Services under an Order or SOW shall be due as set forth therein. Unless otherwise expressly provided in an Order or Statement of Work, Winfield will only pay for actual hours worked and will not pay for Personnel travel time, lunch time, training, vacation, personal days, holidays, sick days, or weather-related interruptions. The UrtheCast Entities are responsible for training their Personnel, and all training will be done at their expense. In addition, the UrtheCast Entities shall not increase the fees charged to Winfield for any overtime hours worked, unless mutually agreed by both parties in the Order or Statement of Work.

8.7. Expenses. Winfield will not be liable for any costs or expenses incurred by the UrtheCast Entities in the performance of the Services unless incurred in connection with an Order or SOW and expressly agreed to in writing by Winfield prior to the UrtheCast Entities or its Personnel

incurring such costs and expenses. To the extent Winfield agrees to reimburse any expenses, such reimbursement will be limited to reasonable and necessary out of pocket expenses that are mutually agreed upon in advance in writing. All approved expenses will be passed through to Winfield without markup. The applicable UrtheCast Entity will itemize these expenses on the invoice and provide Winfield with appropriate documentation.

8.8. **Invoicing.** The applicable UrtheCast Entity shall invoice Winfield for the fees and expenses in accordance with the foregoing Sections. Each invoice will be accurate, in a form reasonably acceptable to Winfield, and provide enough detailed information. Invoices must reference the appropriate Winfield purchase order number and be submitted monthly to: []

8.9. **Payment.** All amounts due hereunder are due in US Dollars. Payment on undisputed amounts will be due within thirty (30) days after Winfield's receipt of a properly submitted and accurate invoice from the applicable UrtheCast Entity that complies with the requirements set forth in this Article. Winfield may withhold any payment that Winfield reasonably disputes in good faith. If Winfield disputes any charges, Winfield will so notify the applicable UrtheCast Entity and provide a description of the particular charges in dispute and an explanation of the reason why Winfield disputes such charges. Winfield will pay no interest or other penalty on any invoice that is disputed or withheld in good faith by Winfield. Except as otherwise permitted herein under Section 5.4, each party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated. Neither the failure to dispute any charges prior to payment nor the failure to withhold any amount will constitute, operate or be construed as a waiver of any right Winfield may otherwise have to dispute any charge or recover any amount previously paid .

8.10. **Taxes.** The fees hereunder do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**") imposed with respect to the Services. Winfield is solely responsible for Taxes assessable against Winfield (a) based on its income, property and employees, and (b) with respect to the Services. The UrtheCast Entities are solely responsible for taxes assessable against the UrtheCast Entities (i) based on its own income, property and employees, and (ii) with respect to the Services, including any third party goods or services obtained by the UrtheCast Entities in connection with provision of the Services.

8.11. **No Other Fees.** Except as may otherwise be agreed in an Order or SOW, the fees set forth in Section 8.1 and 8.2 are the full compensation to be paid to the UrtheCast Entities for the Imagery Products, GEOSYS R7 Developments and Services hereunder.

ARTICLE IX ROYALTIES

9.1. **Royalty Obligation.** As additional consideration for the transactions under the Purchase Agreement, for thirteen Contract Years after the Effective Date (unless this entire Agreement is terminated for any reason), UrtheCast shall pay Winfield a royalty equal to ten percent (10%) of all Revenues received from the sale or other disposition of GEOSYS Royalty-Bearing Products and Services to Agricultural Industry Customers in such Contract Years that exceeds, in the

aggregate, Five Million United States Dollars (\$5,000,000.00) per Contract Year for the first three Contract Years, and Six Million United States Dollars (\$6,000,000.00) per Contract Year for the next ten Contract Years, in both cases exclusive of all Winfield Revenue, where:

(a) **“Agricultural Industry Customer”** means any customer of any member of the GEOSYS Group which (i) manages or operates: (A) land designated by the United States Geological Survey or foreign equivalent as used for the purpose of agriculture for, uses such as crop, pasture, forage or range; or (B) land used to grow crops destined to be consumed as food, fiber, or fuel; or (C) land used to raise livestock; or (ii) sells products or services to any such entities in subsections (i)(A) through (C);

(b) **“GEOSYS Group”** means each of UrtheCast and its Affiliates from time to time, including Geosys Australia Pty, Geosys Europe Sarl, Geosys S.A.S, Geosys do Brasil sistemas de Informacao Agriocola Ltda and GEOSYS, and each of their successors and assigns, including in the event (each a **“Corporate Transaction”**) of a Change of Control of any such Persons;

(c) **“GEOSYS Royalty-Bearing Products and Services”** means any of the products and services of any of the members of the GEOSYS Group from time to time, including all products and services currently offered by any of the GEOSYS Group, whether offered on a stand-alone basis or in a bundled offering, the products and services as described in this Agreement, and any and all products resulting therefrom, including Imagery Products and Derivative Works, and including, for greater certainty, the evolution of each such product or service regardless of which GEOSYS Group member records such revenue. For the avoidance of doubt, **“GEOSYS Royalty-Bearing Products and Services”** shall exclude Imagery Data and any other source imagery data;

(d) **“Revenues”** means the total amounts of cash, credits, allowances, discounts, license or lease fees, items or services of financial value, or other income received by any of the GEOSYS Group. Where GEOSYS Royalty-Bearing Products and Services are not sold, but are otherwise disposed of, the **“Revenues”** of such GEOSYS Royalty-Bearing Products and Services for the purposes of computing royalties will be the selling price at which GEOSYS Royalty-Bearing Products and Services of similar kind and quality, sold in similar quantities, are currently being offered for sale by the applicable member of the GEOSYS Group. Where such GEOSYS Royalty-Bearing Products and Services are not currently being offered for sale by the applicable member of the GEOSYS Group, the **“Revenues”** of GEOSYS Royalty-Bearing Products and Services otherwise disposed of, for the purposes of computing royalties, will be the average selling price at which GEOSYS Royalty-Bearing Products and Services of similar kind and quality, sold in similar quantities, are then currently being offered for sale by other manufacturers;

(e) **“sale”** or **“sold”** includes sales arising out of or related to the transfer of title or possession, lease, or rental of, or any license to the GEOSYS Royalty-Bearing Products and Services; and

(f) **“Winfield Revenues”** means revenues paid to the GEOSYS Group by Winfield or any of its Affiliates under this Agreement in the applicable Contract Year.

9.2. **Non-Arm’s Length Transactions.** In the event that any member of the GEOSYS Group

makes a sale or other disposition of GEOSYS Royalty-Bearing Products and Services that is not an Arm's Length Transaction, such sale or other disposition shall be valued by the parties for the royalty provided herein at an amount that the applicable member of the GEOSYS Group has sold such GEOSYS Royalty-Bearing Products and Services to a third party at arm's length. For purposes of this Agreement, a sale or other disposition that is not an "**Arm's Length Transaction**" is any sale or disposition by a member of the GEOSYS Group to a third party in which the financial value received by such member is under market value and such third party and member of the GEOSYS Group do not negotiate such financial value in a competitive manner (e.g., the member of the GEOSYS Group sells GEOSYS Royalty-Bearing Products and Services: to an affiliated or related company at a price lower than market value; or to a third party at a price lower than market value in order to decrease Winfield's royalty payments; or to a third party at a price lower than market value in order to sell other products of such member to the third party, etc.).

9.3. **Accrual.** For purposes of this Agreement, any royalty amount due shall accrue at the earlier of the time of sale, or other disposition, by the member of the GEOSYS Group, or at the time a payment is received by such member of the GEOSYS Group.

9.4. **Transfer.** In the event of a Corporate Transaction, the UrtheCast Entities shall ensure that this Agreement is assigned in part so that the royalties obligation (and other terms herein) continues to the successor-in-interest.

9.5. **Royalty Reports.** UrtheCast shall deliver to Winfield a true and accurate report, giving particulars of the sales of GEOSYS Royalty-Bearing Products and Services, within thirty (30) days of the end of each Contract Quarter which report shall include at least:

- (a) the quantities of GEOSYS Royalty-Bearing Products and Services sold or otherwise disposed of in such Contract Quarter;
- (b) the total Revenues from such sales and other dispositions;
- (c) the calculation of royalties thereon; and
- (d) the total royalties so computed and due Winfield.

Simultaneous with the delivery of each report, UrtheCast shall pay to Winfield the amount, if any, due for the period of such report. If no payments are due, it shall be so reported.

9.6. **Payment.** Amounts payable under this Article IX shall be paid in U.S. dollars by check or wire transfer to [____]. Revenues not denominated in U.S. dollars and the royalties payable thereon shall first be determined in the currency in which such GEOSYS Royalty-Bearing Products and Services were sold or otherwise disposed of and shall then be converted into the equivalent number of U.S. dollars at the exchange rate published by The Wall Street Journal Eastern Edition as of the last day of each such Contract Quarter.

9.7. **Non-Payment.** In the event that any payment due hereunder to Winfield is not received when due, that payment shall accrue interest beginning on the tenth calendar day following the due date thereof, calculated at the annual rate of the sum of the prime interest rate quoted by The Wall Street Journal Eastern Edition on the date said payment is due plus two percent (2%) interest, the interest being compounded on the last day of each calendar quarter, provided,

however, that in no event shall said annual interest rate exceed the maximum legal interest rate. Each such royalty payment when made shall be accompanied by all interest so accrued. Said interest and the payment and acceptance thereof shall not negate or waive the right of Winfield to seek any other remedy, legal or equitable, to which it may be entitled because of the delinquency of any payment. Nothing in this Section 9.7 shall be construed as a waiver by Winfield of timely payment to Winfield from UrtheCast.

9.8. **Taxes.** All amounts due and payable by UrtheCast under this Article IX shall be made without deductions for Taxes.

ARTICLE X AUDIT RIGHTS.

10.1. **Audit Rights.** Upon Winfield's request with reasonable notice, but no more than once per Contract Year unless Winfield has a reasonable suspicion that a breach has or may occur, the UrtheCast Entities shall permit technical, financial and operational audits of the UrtheCast Entities and their Personnel, related to the subject matter of this Agreement including any Orders and Statements of Work, by the internal and external auditors and personnel of Winfield (collectively, "**Auditors**"). During each audit, the UrtheCast Entities shall, and will cause their Personnel to, grant the Auditors reasonable access to the UrtheCast Entities' and their Personnel's books, records, third-party audit and examination reports, systems, facilities, controls, processes, procedures, Revenues, royalty calculations, Service Level measurement systems, and actual Service Levels related solely to the performance of their respective obligations. The UrtheCast Entities shall, and will cause their Personnel to, in a timely manner, fully cooperate with the Auditors and provide the Auditors all assistance as they may reasonably request in connection with the audit. The Auditors will seek to avoid disrupting the UrtheCast Entities' and their Personnel's operations during the audit. If the Auditors document either an overcharge of more than five (5) percent of the fees or an underpayment of more than five (5) percent of royalties for the audited period or a material breach of any of the UrtheCast Entities' other obligations, the UrtheCast Entities shall (a) reimburse Winfield for its reasonable cost of performing the audit, and (b) reimburse Winfield for any overcharge of fees or underpayment of royalties. In each case, the UrtheCast Entities shall promptly correct any identified breach.

ARTICLE XI CONFIDENTIAL INFORMATION

11.1. **Confidential Information.** "**Confidential Information**" means all confidential or proprietary information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing hereunder. Without limiting the foregoing: (i) the R7 Product, Winfield Data and all GEOSYS R7 Developments are Winfield's Confidential Information; and (ii) the Imagery Products, and, on the occurrence of the Second Closing, the Second Generation GEOSYS Products are an UrtheCast Entity's Confidential Information. Confidential Information of each party includes, but is not limited to, the terms and conditions of this Agreement including all Orders and SOWs (including pricing), except insofar as disclosed by an UrtheCast Entity in connection with the factoring of its accounts receivable (solely for purposes of obtaining such factoring and subject to confidentiality) as well as business and marketing plans, technology and technical information, product plans and designs, and business

processes disclosed by such party. However, except for Winfield Data, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) is received from a third party without breach of any obligation owed to the Disclosing Party, or (c) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. The fact that a Receiving Party had access to the Disclosing Party's Confidential Information before the Effective Date does not affect its treatment as Confidential Information hereunder.

11.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to protect the other party's Confidential Information. The Receiving Party will (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its Personnel, and, for Winfield, the Winfield Group and their Personnel, who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements or agreements containing confidentiality obligations with the Receiving Party or a Receiving Party's disclosers from which it was disclosed Confidential Information as contemplated herein containing protections no less stringent than those herein. Except as permitted pursuant to Section 11.3 below or as otherwise permitted herein, neither party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel, and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Article. The foregoing does not limit or expand the licenses herein.

11.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a legal proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

11.4. Return or Destruction. Each party has reserved all rights to its respective Confidential Information not expressly granted herein. The Receiving Party will return or destroy all tangible or electronic copies of any of the Disclosing Party's Confidential Information promptly upon the Disclosing Party's request and, in any event on termination of this Agreement, subject to the return and retention terms of Exhibit B (R7 Product and R7 Product Services), the Grant Back License and the rights in Section 7.8 (Escrow Materials License). The parties acknowledge and agree that the Receiving Party shall have no obligation to do so if returning or destroying such Confidential Information will frustrate its ability: (i) to perform its obligations; or (ii) enjoy its rights hereunder; and in each case such Confidential Information retained shall continue to be subject to the terms of this Article XI. If the Disclosing Party so requests in writing, the

Receiving Party will provide a certificate, signed by an authorized representative of the Receiving Party, certifying that all of the Disclosing Party's Confidential Information has been returned or destroyed subject to the exceptions in the preceding sentences.

ARTICLE XII REPRESENTATIONS AND WARRANTIES

12.1. **Authorization.** Each party represents, warrants and covenants to the other that:

- (a) it is a corporation or limited liability company duly incorporated, validly existing and in good standing under the Laws of its state of incorporation or formation, as applicable;
- (b) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) it has obtained all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable Laws, except to the extent the failure to obtain any such license, authorizations, approvals, consents or permits is, in the aggregate, immaterial, and once duly executed, this Agreement will constitute its legal, valid and binding obligations;
- (d) the execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order, or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default; and
- (e) it has the authority to bind its Affiliates to this Agreement.

12.2. **Services Warranty.** The applicable UrtheCast Entity performing the Services warrants that it will perform the Services:

- (a) in a good, timely, efficient, professional and workmanlike manner using then-current technology, and within the specified dates, time frames, and milestones more fully set forth in this Agreement;
- (b) using sufficient numbers of Personnel who are fully familiar with the technology, processes and procedures to be used to deliver the Services and having all the requisite skill, experience, competence and qualifications for any assigned roles;
- (c) in accordance with the Service Levels and, if no Service Level is specified for a particular Service, in accordance with accepted industry standards of leading providers of similar services;
- (d) in compliance with the terms of this Agreement; and
- (e) in compliance with all applicable Laws.

12.3. **Imagery Product Warranties.** The applicable UrtheCast Entity warrants that the Imagery Products will strictly meet their Product Specifications and the other terms of this Agreement.

12.4. **GEOSYS R7 Developments Warranties.** The applicable UrtheCast Entity warrants that

for the period ending one hundred eighty (180) days after final acceptance of each GEOSYS R7 Development (including each iteration of the Second Generation R7 Product), or such other period as specified in an SOW, (the applicable warranty period is the “**Warranty Period**”), the GEOSYS R7 Development will individually and when operated as a system with the R7 Product and other technology referenced in the detail level design documentation under the SOW:

- i. satisfy, conform to and perform in accordance with all requirements and other terms in Exhibit B (R7 Product and R7 Product Services) or the SOW;
- ii. comply with applicable Law;
- iii. be free from errors in operation and performance and substantially free from defects, including defects in design, materials and workmanship (but solely with respect to those elements of the GEOSYS R7 Development which the applicable UrtheCast Entity is responsible for coding or otherwise introducing into the R7 Product after the Effective Date);
- iv. substantially meet any quality assurance standards described in the SOW; and
- v. unless expressly agreed in writing by Winfield, not contain Open Source Software (other than any Open Source Software that was introduced prior to the Effective Date).

12.5. Adequate Documentation. The applicable UrtheCast Entity warrants that all GEOSYS R7 Developments that are Software will be accompanied by documentation that will describe the features and functions of the version(s) of such GEOSYS R7 Developments and all information that a reasonably skilled programmer needs to understand the design, structure and implementation of the Software, to maintain, modify and implement such GEOSYS R7 Developments and to enable a professional writer to write documentation and help files for the Software, in each case without assistance from the UrtheCast Entities.

12.6. Non-Exclusive Remedies. In the event of a breach of any such warranties in Sections 12.2 through 12.5, the applicable UrtheCast Entity whose warranty was breached shall promptly correct or cause the correction of the deficiencies giving rise to the breach at its sole expense, without limiting Winfield’s remedies, in a prompt and timely manner commensurate with the nature and effect of such breach, but in no event later than thirty (30) days after notification from Winfield or following such other process as may be specified in the SOW, such that the corrected deliverable complies with such warranties. If the breach is not so corrected, then Winfield may (in its sole discretion) either: (a) extend the time for the applicable UrtheCast Entity to correct such breach (if correction is commercially practical) and satisfy the warranty; (b) conditionally accept the non-conforming deliverable on the condition that the applicable UrtheCast Entity satisfy the warranty in accordance with a remediation plan provided by the applicable UrtheCast Entity and approved by Winfield; (c) retain the Imagery Product or GEOSYS R7 Developments, as applicable, and receive an appropriate reduction in the charges that reflects the extent to which the Services or deliverable conforms to the warranty and directly, or by use of a third party, make the necessary corrections, and charge the applicable UrtheCast Entity an amount equal to all costs incurred by Winfield to third parties retained by

Winfield to correct the breach of warranty (provided that the foregoing does not prevent Winfield from making a claim for damages); or (d) return the GEOSYS R7 Developments or Imagery Product and receive a full refund of any charges paid in connection with the GEOSYS R7 Developments/Imagery Products. If Winfield selects option (a) but the breach is still not corrected within the extended time, Winfield shall have the same options. Any repaired or replaced GEOSYS R7 Developments or Imagery Products shall be subject to the warranties; except that, with respect to the corrected GEOSYS R7 Developments defect, the applicable Warranty Period shall be extended to the longer of (1) the remainder of the original Warranty Period and (2) thirty (30) days from the date of Winfield's acceptance of such corrected GEOSYS R7 Developments defect (or such other period as set forth in the SOW).

12.7. Disabling Code. The applicable UrtheCast Entity will identify, screen and prevent and will not itself intentionally install any Disabling Code in any Escrow Materials, GEOSYS R7 Developments, Winfield Data, the R7 Product or Imagery Products. If any Disabling Code is found to have been introduced, the applicable UrtheCast Entity will, at no additional charge, and as applicable:

(a) replace the portion of the Escrow Materials, GEOSYS R7 Developments, Winfield Data, the R7 Product, or Imagery Products that contains the Disabling Code and such replacement portion shall be subject to acceptance and the warranties above; and

(b) use commercially reasonable efforts to reduce the effects of the Disabling Code and remediate any damage caused thereby.

12.8. No Malicious Code. The UrtheCast Entities shall maintain current, industry recognized Malicious Code protection. The UrtheCast Entities shall use commercially reasonable efforts to prevent Malicious Code from being coded or introduced into the Escrow Materials, R7 Product, the Winfield Data, the GEOSYS R7 Developments, the Imagery Products, the Services, the Winfield Network or any other Winfield resource.

12.9. Non-Infringement regarding the IP Assets and Escrow Materials. The UrtheCast Entities represent and warrant that:

(a) they have the right to grant all rights assigned or granted herein to the Imagery Products, Winfield Data (to the extent assigned by the UrtheCast Entities hereunder) and GEOSYS R7 Developments (the "**IP Assets**") and the Escrow Materials to Winfield;

(b) Winfield will receive good and valid title to all IP Assets, free and clear of all encumbrances and liens of any kind;

(c) Winfield will have no obligation to pay any third party any fees, royalties, or other payments for use of the IP Assets and the Escrow Materials;

(d) to the best of UrtheCast Entities' knowledge, neither the IP Assets nor the Escrow Materials nor their use infringe, violate or misappropriate any patent of any third party, and neither the IP Assets nor the Escrow Materials nor their use infringe, violate or misappropriate any copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; and

(e) there is no actual or threatened claim, litigation or proceeding pending or, to the

best of UrtheCast Entities' knowledge, threatened with respect to the IP Assets or Escrow Materials or any component thereof or their use alleging infringement, violation or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right of any person.

Notwithstanding anything to the contrary herein, the UrtheCast Entities shall neither be responsible nor liable under this Section 12.9 for any element of the GEOSYS R7 Developments, Winfield Data or Escrow Materials that were created, coded or otherwise developed prior to the Effective Date.

12.10. **Orders and SOWs.** An Order or SOW may contain additional express warranties.

12.11. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES TO THE OTHER PARTY UNDER OR RELATING TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED.

ARTICLE XIII INDEMNIFICATION; LIMITATION ON LIABILITY; INSURANCE

13.1. **Infringement Indemnification Obligation.** The UrtheCast Entities shall defend, indemnify and hold harmless each member of the Winfield Group and their respective Personnel, officers and directors (collectively the "**Winfield Indemnified Group**") from and against any and all Losses suffered or incurred by any of the Winfield Indemnified Group as a result of any Claim by a third party brought or asserted against one or more members of the Winfield Indemnified Group which arises out of or in connection with any allegation that the Services performed or any of the IP Assets or Escrow Materials or use thereof as permitted or contemplated herein infringes, violates or misappropriates any copyright, patent, trade secret, trademark, or other intellectual property or proprietary right of a third party; provided, however, that the foregoing obligation does not apply to the extent the Claim arises from any modifications to the IP Assets or Escrow Materials made by any member of the Winfield Indemnified Group.

13.2. **Infringement Remedies.** If a Claim causes any of the Winfield Indemnified Group's quiet enjoyment and use of any of the IP Assets or Escrow Materials to be endangered or disrupted, the UrtheCast Entities shall, in a timely manner, at their sole expense and in addition to their obligations under Section 13.1:

(a) modify or replace the IP Assets or Escrow Materials with a non-infringing replacement that is reasonably satisfactory to Winfield; provided that the IP Assets or Escrow Materials are functionally equivalent in all material respects and do not change in any material adverse respect; or

(b) procure for the Winfield Indemnified Group the right to continue using the IP Assets or Escrow Materials free of any liability for infringement, violation or misappropriation.

13.3. **Mutual Indemnity.** The UrtheCast Entities on the one hand, jointly and severally, and

Winfield on the other hand shall each defend, indemnify and hold harmless the other party and its Personnel, officers and directors (collectively for each party as indemnitee, the “**Indemnified Group**”) from and against any and all Losses suffered or incurred by any of the Indemnified Group as a result of any Claim by a third party brought or asserted against one or more members of the Indemnified Group which arises out of or in connection with: (a) breach of the indemnifying party’s representations or warranties herein; (b) breach of Article XI or other confidentiality obligations or security requirements set forth herein by the indemnifying party; (c) the violation by the indemnifying party of any Law in connection with this Agreement; (d) any death, bodily injury or property damage caused by the indemnifying party or its Personnel in the course of performing any Services under this Agreement; or (e) the negligence, gross negligence or willful misconduct of the indemnifying party in performing hereunder; provided, however, that (i) each party’s obligation hereunder as indemnifying party is reduced to the extent the Claim is caused by the wrongful acts or omissions of anyone in the Indemnified Group of the other party; and (ii) the foregoing obligation does not apply to the extent that the applicable Claim is already covered under the Purchase Agreement (which shall take precedence with regard thereto).

13.4. Indemnification Procedures. With respect to Claims for which indemnification is sought hereunder, the following procedures will apply:

(a) Promptly after receipt by the indemnified party of notice of the commencement or threatened commencement of any Claim in respect of which the indemnified party may seek indemnification pursuant to this Agreement, the indemnified party will notify the indemnifying party of such Claim in writing. Failure to notify the indemnifying party will not relieve the indemnifying party of its obligations under this Agreement except to the extent that the indemnifying party is prejudiced by such failure. Within fifteen (15) days following receipt of written notice from the indemnified party relating to any such Claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnifying party may notify the indemnified party in writing if the indemnifying party elects to exercise its option to assume control of the defense and settlement of that Claim (a “**Notice of Election**”).

(b) If the indemnifying party delivers a Notice of Election relating to such Claim within the required notice period, the indemnifying party will be entitled to have sole control over the defense and settlement of such Claim; provided that:

- i. the indemnified party will be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim;
- ii. the indemnifying party will obtain the prior written approval of the indemnified party before entering into any settlement of such Claim or ceasing to defend against such Claim; and
- iii. the indemnified party will cooperate in all reasonable respects with the indemnifying party regarding the investigation and defense of any such Claim, at the indemnifying party’s cost.

(c) After the indemnifying party has delivered a Notice of Election relating to any Claim in accordance with subsection (a), the indemnifying party will not be liable to the

indemnified party for any legal expenses incurred by the indemnified party in connection with the defense of that Claim.

(d) The indemnifying party will not be required to indemnify the indemnified party for any amount paid or payable by the indemnified party in the settlement of any Claim for which the indemnifying party has delivered a timely Notice of Election, if such amount was agreed to without the written consent of the indemnifying party.

(e) If the indemnifying party does not deliver a Notice of Election relating to any Claim within the required notice period or if the indemnifying party delivers the Notice of Election but fails to defend, the indemnified party will have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of the indemnifying party to the extent the indemnified party is entitled to indemnification. The indemnifying party will promptly reimburse the indemnified party for all such costs and expenses.

13.5. **Limitation on Liability.**

(a) Disclaimer. EXCEPT FOR THE LIABILITY EXCEPTIONS, OR FOR ANY BREACH OF SECTIONS 4.4 OR 4.6 OR OTHER DATA BREACH AS DEFINED IN SECTION 13.5(b), IN NO EVENT SHALL A PARTY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER OR RESULTING FROM THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AN ACTION IS BASED ON CONTRACT, TORT, EQUITY OR OTHER THEORY. THE FOREGOING DISCLAIMER DOES NOT LIMIT THE INDEMNIFICATION OBLIGATIONS HEREUNDER TO THE EXTENT THE THIRD PARTY CLAIM COVERED BY THE INDEMNIFICATION OBLIGATIONS INCLUDES THE TYPES OF DAMAGES DISCLAIMED IN THE PRECEDING SENTENCE.

(b) Cap. Except for the Liability Exceptions:

i. for any claims as a result of breach of, or pursuant to, Section 4.4. or any other unauthorized disclosure of or access to Winfield Data attributable to a breach by an UrtheCast Entity or its Personnel (including their subcontractors) of an UrtheCast Entities' obligations under this Agreement or their negligence or willful misconduct (a "**DATA BREACH**") in a particular Contract Year, for each Contract Year, the liability of the UrtheCast Entities will not exceed Five Millions United States Dollars (\$5,000,000) (the "**Annual Data Breach Cap**"); and

ii. except for the Annual Data Breach Cap, and subject to any reduction as a result of any claims made under the Interim Agreement in a particular Contract Year, for each Contract Year, the liability of each party (and its Affiliates) under this Agreement for all claims, in the aggregate, during that Contract Year, whether an action is based on contract, tort, equity or other theory, will not exceed the amount to be paid by Winfield to the UrtheCast Entities under this Agreement during that Contract Year, provided that: (i) if a claim continues over multiple Contract Years, it shall be deemed to have occurred completely and solely during, and be subject to the cap applicable to, the first Contract Year in which it arose; and (ii) if a claim arises after the termination or expiration of this

Master Services Agreement, it shall be deemed to have arisen during, and be subject to the cap applicable to, the final Contract Year; (the “**Annual Base Cap**”).

(c) Liability Exceptions. The limitations of liability specified in Section 13.5(a) and (b) will not apply with respect to (the “**Liability Exceptions**”):

- i. amounts due as fees, royalties or credits hereunder;
- ii. each party’s defense and indemnification obligations hereunder;
- iii. Losses occasioned by:
 - A. any violation, infringement or misappropriation of the other party’s intellectual property rights;
 - B. breach of Article XI (Confidential Information); or
 - C. a party’s fraud, willful misconduct, gross negligence, or criminal acts.

13.6. **Insurance**. In addition to any specific insurance required under an SOW, each party shall maintain the insurance set forth in Exhibit E (Insurance) for the periods set forth therein.

ARTICLE XIV TERM AND TERMINATION

14.1. **Term**. This Master Services Agreement commences on the Effective Date and expires on the thirteenth (13th) anniversary of the Effective Date unless earlier terminated as set forth herein (the “**Term**”). Each Order and SOW shall have the term set forth therein unless earlier terminated; provided, however, that no Order or SOW shall extend beyond the Term.

14.2. **Termination of an Order or SOW**. An Order or SOW may be terminated by Winfield upon thirty (30) days prior written notice to the applicable UrtheCast Entity with which such Order or SOW is executed or such other period as may be provided in an SOW (except for the Base Services for R7 Product Services which are subject to Section 14.3). Winfield will pay the applicable UrtheCast Entity (at the rates set forth in the Order/SOW) the amount of all undisputed invoices for Services performed by such UrtheCast Entity up to the termination date in Winfield’s notice. Such termination will be effective as of the date indicated in the notice. Winfield will not be liable for any costs incurred by the UrtheCast Entities in connection with any Order or Statement of Work after such termination date.

14.3. **Termination of R7 Product Services**. The “**R7 Product Services Term**” for each of the R7 Product Hosting Services and R7 Product Maintenance Services commences on the Effective Date and continues until the applicable Services are terminated as set forth elsewhere in this Agreement or as follows:

(a) at any time, Winfield may terminate the R7 Product Hosting Services and all associated rights and obligations herein including the license grant in Section 4.2(a)(i), by delivering three (3) months prior written notice to the applicable UrtheCast Entity of such termination, provided that termination of the R7 Product Hosting Services shall not affect any of Winfield’s payment obligations hereunder and the SOW for the R7 Product Maintenance

Services shall be expanded to include additional such services to correspond to the value of the terminated R7 Hosting Services; and

(b) at any time effective after the Second Closing, Winfield may terminate the R7 Product Maintenance Services and all associated rights and obligations herein including the license grant in Section 4.2(a)(ii), by delivering twelve (12) months prior written notice to the applicable UrtheCast Entity of such termination.

14.4. Termination for Cause by Winfield. This Agreement or a Service, Order or SOW may be terminated early for cause by Winfield with written notice to the UrtheCast Entities:

- (a) if the Interim Agreement is terminated early; or
- (b) if the Second Transaction does not occur or close; or
- (c) for a material breach of Section 7.2 of the Interim Agreement; or
- (d) if, prior to the Operational Date, there is a Change of Control of UrtheCast or the entity that controls UrtheCast (if any), or any of the other UrtheCast Entities, to which Winfield does not consent in accordance with the terms of this Agreement; or
- (e) if any or all of the UrtheCast Entities:
 - i. fail to meet Service Levels in a manner that constitutes a Service Level Termination Event.

If Winfield chooses to terminate this Agreement or a Service, Order or SOW in part for convenience (where permitted herein) or for cause, the charges payable will be equitably adjusted to reflect such partial termination. Additional termination rights for an Order or SOW may be included in an Order/SOW. The express acknowledgment that a certain amount of Service Level Credits or number of Service Level defaults constitutes grounds for termination does not imply that a lesser amount or number cannot constitute a material breach of this Agreement and therefore grounds for termination under other subsections, and no party will contend otherwise in any dispute or controversy between the parties.

14.5. Mutual Termination for Cause. This Agreement may be terminated early for cause by Winfield with written notice to the UrtheCast Entities or by the UrtheCast Entities with written notice to Winfield:

- (a) if the other party commits a material breach of this Agreement, which breach the other party has not made reasonable progress towards curing within thirty (30) days after notice of the breach from the non-breaching party, or which breach is not cured within sixty (60) days after notice of the breach from the non-breaching party; or
- (b) in the event that any of the UrtheCast Entities or Winfield (i) files for bankruptcy, (ii) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (iii) passes a resolution for its voluntary liquidation, (iv) has a receiver or manager appointed over all or substantially all of its assets, (v) makes an assignment for the benefit of all or substantially all of its creditors, (vi) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of

such obligations, (vii) fails or become incapable of paying its debts as they become due or is otherwise in default under material contracts and fails to promptly cure such defaults, or (viii) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

14.6. Termination Assistance.

(a) During the applicable Termination Assistance Period, the applicable UrtheCast Entity will, in addition to performing the Services expiring or being terminated or not renewed, provide the Termination Assistance Services in accordance with this Section in order to facilitate the orderly transfer of the terminating/expiring Services to Winfield or its designee. Winfield may extend the Termination Assistance Period for the Base Services for a period not to exceed an additional twelve (12) month period with written notice to the applicable UrtheCast Entity at least ninety (90) days prior to the end of the initial Termination Assistance Period for the applicable Base Service. Winfield may terminate the Termination Assistance Services early with thirty (30) days prior written notice to the applicable UrtheCast Entity.

(b) With respect to the Base Services, within six (6) months of the Effective Date, the applicable UrtheCast Entity shall provide to Winfield for its approval, such approval not to be unreasonably withheld, a draft plan, including the methodology for determining the additional fees to be paid by Winfield for Termination Assistance Services for each of the Base Services, for the disengagement and transfer of each of the Base Services as a result of expiration or receipt of notice of termination of such Base Services. With respect to any Additional Services, the applicable Order/SOW shall include any plan for Termination Assistance Services. Any such plan is the “**Disengagement Plan**”. Each Disengagement Plan should include:

- i. key employees and other personnel and resources that will be used to perform Termination Assistance Services;
- ii. key items necessary to perform the Termination Assistance Services as efficiently and effectively as possible, including an allocation of responsibilities for disengagement and transfer of the Services among the parties;
- iii. a timetable and process for Termination Assistance Services that will enable the applicable UrtheCast Entity to complete disengagement in compliance with this Section and within the Termination Assistance Period;
- iv. knowledge transfer with respect to the Services sufficient for Winfield or its designee to take over performance of the Services;
- v. the methodology for determining additional fees associated with the applicable UrtheCast Entity’s performance of the Termination Assistance Services; and
- vi. the applicable access to Imagery Products from archives or the GEOSYS Platform that will be made available to Winfield after termination of this Agreement or the applicable Imagery Service per the license in Section 14.7.

(c) At least annually and more frequently as reasonably necessary to take into account changes to the Base Services, the applicable UrtheCast Entity will update the Disengagement Plan and submit such updates to Winfield.

(d) The applicable UrtheCast Entity will provide Termination Assistance Services in accordance with this Section and the Disengagement Plan during the Termination Assistance Period at the fees agreed by the parties. Winfield shall perform those responsibilities allocated to it in the Disengagement Plan.

(e) The applicable UrtheCast Entity will continue performing the Base Services and Additional Services in accordance with this Agreement during the Termination Assistance Period. The quality and level of performance of the Base Services and Additional Services continued during the Termination Assistance Period will not be degraded as compared to the quality and level of performance of such Base Services and Additional Services before the Termination Assistance Period. The fees for any such Base Services and Additional Services (in the amounts described herein) shall be paid by Winfield to the applicable UrtheCast Entity. After the expiration of the Termination Assistance Period, the applicable UrtheCast Entity will answer questions from Winfield regarding the terminated Base Services and Additional Services on an “as needed” basis at the applicable UrtheCast Entity’s then standard billing rates, for a maximum period of two (2) years.

(f) The applicable UrtheCast Entity agrees to provide reasonable assistance to Winfield’s designated successor, at the fees agreed by the parties, with respect to the movement of Winfield Data from the then-existing databases to the new processing environment.

14.7. Effect of Termination; Archived Data. In the event of termination of this Agreement for any reason, the royalties and the terms of Article IX, and the licenses and the terms of Article III, shall terminate and be of no further force or effect whatsoever. During the Term and in the event of any termination of the Imagery Services for any reason, the applicable UrtheCast Entity hereby grants to the Winfield Group a non-exclusive, royalty-free, non-transferable (except as permitted in Section 15.6), worldwide, license and right for an additional period of five (5) years to use historical Imagery Products that Winfield requests access to (including from archives) as necessary for the continued operation of the R7 Product, including as specified in Exhibit A (Imagery Services). The method of access will be agreed by the parties, including in the Disengagement Plan. Otherwise, the applicable UrtheCast Entity shall promptly provide such Imagery Products on request.

14.8. Survival. Section 7.8 of this Master Services Agreement and the Grant Back License shall survive termination as set forth in their applicable grant. In addition, Articles I, VII, VIII, X, XI, XII (as applicable solely for performance during the Term), XIII and XV and Sections 2.2(c), 3.4, 3.5, 4.2(b), 4.4(b) (with respect to claims arising before the date of termination or expiration), 4.7, 14.6, 14.7 and 14.8 of this Master Services Agreement, and such other terms which by their nature ought to survive, will survive the termination or expiration of this Agreement.

ARTICLE XV GENERAL PROVISIONS

15.1. Entire Agreement. The recitals are deemed included herein. Except for the references to the Interim Agreement and Purchase Agreement herein, this Agreement is the entire agreement between the UrtheCast Entities and Winfield regarding the subject matter hereof and supersedes

all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

15.2. **Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement except for the applicable Indemnified Groups.

15.3. **Notices.**

(a) Any notice, designation, communication, request, demand or other document required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- i. delivered personally to such party or to an officer or director of such party;
 - ii. sent to the party entitled to receive it by registered mail, postage prepaid;
- or
- iii. sent by facsimile or email.

(b) Notices shall be sent to the following addresses, facsimile numbers or emails:

- (i) in the case of Winfield:

Winfield Solutions, LLC

4001 Lexington Avenue North

Arden Hills, MN 55126

St. Paul, MN 55164-0101

Attention: []

Email: []

and with a copy to:

Dorsey & Whitney LLP

50 South Sixth Street, Suite 1500

Minneapolis, MN 55402-1498

Attention: Robert Rosenbaum

Facsimile: (952) 516-5585

Email: rosenbaum.robert@dorsey.com

- (ii) in the case of each UrtheCast Entity:

UrtheCast Corp.

33-1055 Canada Place

Vancouver, BC V6C 0C3

Attention: [●]
 Facsimile: (604) 669-1799
 Email: [●]

and with a copy to:

Bennett Jones LLP
 Suite 2600, 1066 West Hastings Street
 Vancouver, British Columbia V6E 3X1

Attention: Christian Gauthier
 Facsimile: (604) 891-5100
 Email: gauthierc@bennettjones.com

or to such other address or facsimile number as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this Section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

(c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

- i. if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- ii. if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fourth business day following the date of mailing, unless at any time between the date of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service;
- iii. if sent by facsimile, be deemed to have been given, sent, delivered and received on the date the sender receives the confirmation of transmission; and
- iv. if sent by email, be deemed to have been given, sent, delivered and received on the date the email is responded to and acknowledged as received and read.

15.4. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

15.5. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

15.6. **Assignment.** For clarity, a Change of Control of UrtheCast or Winfield, the entity that

controls UrtheCast (if any) or any of the other UrtheCast Entities is considered an assignment hereunder. Neither party may assign any of its rights or obligations hereunder, whether by operation of law, merger or otherwise, without the other party's prior written consent (not to be unreasonably withheld, conditioned, or delayed), except that:

(a) following the Second Closing, Winfield may assign this Agreement to an Affiliate or in connection with a Change of Control of Winfield;

(b) any or all of the UrtheCast Entities may assign its or their right to receive payments hereunder for the purpose of factoring accounts receivable;

and

(c) following the Operational Date, the UrtheCast Entities may assign this Agreement, in whole, in the event of a Change of Control of UrtheCast or any entity that controls UrtheCast (if any). Any assignment of this Agreement in part or as a result of Change of Control of any other UrtheCast Entities will require Winfield's prior written consent (not to be unreasonably withheld, conditioned, or delayed), as the parties do not intend to split this Agreement as a result of any such transaction.

Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. UrtheCast shall give Winfield reasonable prior written notice of a Change of Control of UrtheCast, the entity that controls UrtheCast (if any) or any of the other UrtheCast Entities.

15.7. Use of Logo. None of the UrtheCast Entities shall use or otherwise appropriate any of Winfield's trademarks, logotype, company name, or trade names in any manner or form without first obtaining the written consent and approval of Winfield's communications department, which consent may be granted or withheld by Winfield in Winfield's sole discretion. Except as required in copyright notices for the Imagery Products, Winfield shall not use or otherwise appropriate any of the UrtheCast Entities' trademarks, logotype, company name, or trade names in any manner or form without first obtaining the written consent and approval of the UrtheCast Entities' communications department, which consent may be granted or withheld by the UrtheCast Entities in their sole discretion.

15.8. Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the substantive law of the State of New York (without reference to its internal conflict of laws principles or rules (whether of the State of New York or any other jurisdiction)) and the federal laws of the United States applicable therein, and expressly excludes the application of the United Nations Convention on the International Sale of Goods.

15.9. Arbitration.

(a) With the exception of any claim under Section 15.10, any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by three arbitrators, of whom each party shall appoint one, and those 2 shall pick the final one. The arbitration shall be governed by the laws set forth in Section 15.8 and the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and

judgment upon the award rendered by the arbitrators may be entered by any state or federal court in New York, New York, USA. The place of arbitration shall be New York, New York, USA and the arbitration shall be conducted in English.

(b) The parties further agree that any such arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrators, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise.

15.10. Equitable Relief and Consent to Jurisdiction. Because the parties will have access to and become acquainted with confidential and proprietary information of the other party, the unauthorized use or disclosure of which could cause irreparable harm and significant injury which may be difficult to ascertain and for which there is no adequate remedy at law, the parties agree that any claim seeking enforcement of this Agreement with respect to such confidential and proprietary information by injunction or other equitable relief may be brought in the state or federal courts of New York, New York, USA, without the necessity of proving actual damages or posting any bond. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in New York, New York, USA, and all courts competent to hear appeals therefrom.

15.11. Counterparts. This Master Services Agreement and each Order and SOW may be executed by facsimile and in counterparts.

15.12. Remedies Not Exclusive. All remedies available to either party for breach of this Agreement including any Order and Statement of Work are cumulative, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of others. Failure of either party to exercise any right or remedy will not operate as a waiver thereof.

15.13. Export Control.

(a) The parties acknowledge that certain products, technology, technical data and software (including certain services and training) and certain transactions may be subject to export controls and/or sanctions under the Laws (including the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury).

(b) The UrtheCast Entities acknowledge that any products, technology, technical data and software (including certain services and training) provided by Winfield to the UrtheCast Entities or their Personnel under this Agreement may be subject to U.S. and other countries' import and export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. Except as expressly agreed between the parties with respect to an Order or SOW, the UrtheCast Entities shall have no obligation to secure any required export license or implement other export control compliance measures as a condition for receiving export controlled information, data, software or technology from or on behalf of Winfield. The UrtheCast Entities shall provide Winfield with any

reasonably necessary assistance in preparing any such license application.

(c) The UrtheCast Entities agree that they will not use, distribute, transfer, or transmit any products, software or technical information (even if incorporated into other products) in violation of U.S. and other countries' export laws and regulations. The UrtheCast Entities shall not directly or indirectly "export" or "re-export" software or "technical data" disclosed to any of them by Winfield, or the direct product of such software or "technical data", to any country, or citizen of any country, prohibited by U.S. or other countries' export laws.

(d) Winfield will identify the specific export control status of, and be responsible for obtaining all necessary export authorizations and licenses for the "export" or "re-export" of products, technology, technical data or software provided by Winfield or its Personnel to any of the UrtheCast Entities. The UrtheCast Entities shall identify the specific export control status of, and be responsible for obtaining all necessary export authorizations and licenses for the "export" or "re-export" of products, technology, technical data or software provided by the UrtheCast Entities or their Personnel to Winfield.

15.14. **Anti-bribery.** Each party will not, and will ensure that its Personnel will not, in connection with any activities under or related to this Agreement, directly or indirectly:

- (a) violate any applicable Laws prohibiting or penalizing bribery or corruption;
- (b) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any Government Official, official of a political party, candidate for political office, or a political party to influence any act or decision of this person in their official capacity, induce this person to do or not do any act in violation of their lawful duty, or to secure any other improper advantage. "**Government Official**" means (i) an officer or employee of the government, including any department, agency, or other entity owned or controlled by the government, or (ii) an officer or employee of a public international organization (for example the World Bank or International Monetary Fund), or (iii) any person acting in an official capacity for or on behalf of any of the above; or
- (c) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any private (i.e. non-government) person to influence any act or decision of this person or to secure any other improper advantage in order to obtain or retain business for the other party.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Master Services Agreement to be duly executed and delivered by their duly authorized representatives as of the date first written above.

URTHECAST CORP.

By: _____

Name:

Title:

GEOSYS S.A.S

By:

Name:

Title:

DEIMOS []

By: _____

Name:

Title:

WINFIELD SOLUTIONS, LLC

By:

Name:

Title:

Exhibit A – Imagery Services and Imagery Products

SCOPE:

Imagery Products are information that are produced on the GEOSYS Platform from the applicable Imagery Data and, if applicable, other sources of information, and are delivered to the R7 Product through APIs or other interfaces. The Imagery Products are Derivative Works of the source imagery data, including NDVI (or other) index maps, Yield Variability Maps, SaMZ maps, NDVI time series, and weather information. They include pixels, fields and zone values, fields maps, and graphs that the Geosys Platform delivers to the R7 Product. Imagery Products are available unlimited in the number of fields or acres over the Territory.

Imagery Services is all of the services necessary to generate the applicable Imagery Data and process it into the Imagery Products and host and make those available and deliver the imagery Products per the product Specifications as set forth herein.

Improvements to Imagery Products and Imagery Services will occur annually as part of the product life cycle and scale up of the Imagery Services delivered. The Product Specifications for the Imagery Products and Service Levels below are a baseline. The parties intend to improve upon the Product Specifications and Service Levels (per Section 3 below) throughout the Term, without regression.

IMAGERY PRODUCTS INITIAL SPECIFICATIONS AND SERVICE LEVELS

1. PRE-URTHEDAILY IMAGERY DATA AND PRODUCTS

a. SERVICE LEVELS

The Pre-UrtheDaily Imagery Products accessed via the GEOSYS Platform will have a 99.7% Availability over any Quarter before Platform Separation, and 99.9% after Platform Separation with the following exceptions: any downtime arising from scheduled maintenance, which is scheduled with 48 hours prior written notice to Winfield and occurs between the hours of 10:00 pm and 4:00 am Central Standard Time, as the applicable UrtheCast Entity, acting reasonably, may consider appropriate from time to time.

“**Availability**” means the percentage of total time during which the Pre-UrtheDaily Imagery Products are available for use by the Winfield Group and data transmission is fully operational and able to receive, process, store and transmit Pre-UrtheDaily Imagery Products accurately.

“**Quarter**” means each quarter during a Contract Year.

Should the UrtheCast Entities fail to achieve the foregoing Availability over a Quarter, Winfield shall have the right to receive, as a non-exclusive remedy, the applicable Service Level Credit as set forth in the table below. Urthecast Entities teams will meet with WinField teams to review the causes of underperformance and WinField may decide to invest back these credits in

developments to improve future availability. In addition, should the UrtheCast Entities (i) fail to achieve 99.7% (99.9% after Platform Separation) Availability in each of two consecutive Quarters or (ii) fail to achieve 94% in any one Quarter, Winfield shall have the right to terminate the Imagery Services for cause (a “**Service Level Termination Event**”)

Availability Before Platform Separation	Availability after Platform Separation (Quarterly)	Service Level Credit (% of Quarterly fees)
99.6% - 98%	99.8% - 98%	10%
97.99% - 96%	97.99% - 96%	25%
95.99% - 94%	95.99% - 94%	50%
Below 94	Below 94%	100%

b. DESCRIPTION.

The GEOSYS Platform utilizes Pre-UrtheDaily Imagery Data originated from different sources. These sources are part of a “virtual constellation” of medium resolution (5 to 30 meters) satellites to allow a high frequency of acquisitions on the Territory and during the Times of Interest and Areas of Interest described below of crops growing season and users of R7 Product services, and Modis low resolution (250 meters) satellite images for daily coverage of the Territory, and weather data when needed.

The sources are initially as follows: Deimos 1 satellite and Modis satellite

The Pre-UrtheDaily Imagery Data from such sources will be acquired at minimum as follows: (a) Deimos 1 satellite, Landsat satellites, Sentinel 2 satellites, and ResourceSat; and (b) Modis satellite Terra and Aqua.

c. FREQUENCY OF NEW IMAGERY PRODUCTS AVAILABILITY

Pre-UrtheDaily Imagery Products derived from Pre-UrtheDaily Imagery Data will be acquired with an acquisition level of effort equivalent to that set forth in Appendix 1 to this Exhibit A. The UrtheCast Entities will source from adapted satellites to replace or add to 2018 virtual constellation so that Pre-UrtheDaily Imagery Products can be delivered for each of the following Time of Interest (ToI) and Area of Interest (AoI) or better:

(i) one image at least for each ToI for each AoI: North, South and Central AoI with three levels of intensity L1, L2 and L3 as described in Appendix 1 to this Exhibit A.

Pre-UrtheDaily Imagery Products derived from Imagery Data from the Modis satellite will be updated daily based on best of two acquisitions per day on the Territory. The UrtheCast Entities will source from other adapted satellites to replace Modis in case of end of life.

d. TIME TO DELIVERY

All mid-resolution Pre-UrtheDaily Imagery Products derived from sources other than Deimos 1 satellite shall have a delivery time of approximately 40 hours; provided, however that, such Pre-UrtheDaily Imagery Products must be available in less than 50 hours as an average measured during the applicable growing season after such Pre-UrtheDaily Imagery Data is made available by image provider. This average excludes images that took more than 80 hours due to specific problems on the imagery.

Deimos 1 satellite derived Pre-UrtheDaily Imagery Products must be made available in less than 80 hours from acquisition of Pre-UrtheDaily Imagery Data from the Deimos 1 satellite as an average measured Quarterly.

Modis satellite derived Pre-UrtheDaily Imagery Products must be made available less than 24 hours from time of availability on USGS servers of Pre-UrtheDaily Imagery Data from the Modis satellite.

e. CLOUD MASK

Cloud mask is information related to clouds, haze or shadows used to determine utility of each pixel acquired in Pre-UrtheDaily Imagery Data. This information is used to determine if an Imagery Product can or cannot be used for specific R7 Product services.

The UrtheCast Entities shall ensure that the precision of the cloud mask shall be better than 92.5% on Landsat 8 and Sentinel 2A and 2B images, and 90% for other mid resolution Pre-UrtheDaily Imagery Data sources. For clarification, performance percentage describes the percentage of pixels for which there is no under-detection of cloud-cover or cloud shadows casting within the field border.

f. RADIOMETRY

All fields maps and pixels, fields and zones values from mid resolution imagery are provided based on Top of Canopy reflectance. These values are cross-calibrated between sensors with maximum uncertainty on Radiance of 5% and on NDVI values of 3% for Landsat 8 and Sentinel 2A and 2B. Uncertainty for other sources shall be better than 8% and improve with new developments.

g. GEOMETRY

All mid-resolution Pre-UrtheDaily Imagery Products field maps are delivered with 5m ground sampling distance.

All mid resolution Pre-UrtheDaily Imagery Products created from LandSat 8 and Sentinel 2 must have a geometric precision of better than 12.5 meters at 2 Sigma's.

h. BORDER PIXELS

Pixels that are overlapping field border are reprocessed so that no part of radiometry collected in pixels outside of the field border are taken into account in values delivered in mid-resolution Pre-UrtheDaily Imagery Products.

i. PERFORMANCE OF IMAGERY PRODUCTS API

The performance of Pre-UrtheDaily Imagery Products API will be equal to or better than the September 2018 performance test report, with the following metrics in particular:

For in-season NDVI map query, when field border is known, 25 requests per seconds should be managed and response time performance should be no more than 300 milliseconds for 90% of the queries.

For in-season NDVI map coverage query (i.e. getting the list of dates available for a given field border), when field border is unknown, 8 concurrent requests can be managed and response time performance should be no more than 30 seconds for 90% of the queries.

For Modis time-series, when field border is known, 10 requests per second should be managed and response time performance should be no more than 2 seconds to get 10 years of historical information, for 90% of the queries.

Performances will be incrementally improved with new developments and there will be no performance regression between new releases: in particular, performance of new APIs after Platform Separation will be equal or better than the latest performance of the APIs just prior to Platform Separation.

j. ARCHIVE

The GEOSYS Platform will process Imagery Products from all Imagery Data acquired since the beginning of the current season.

The GEOSYS Platform will also process Imagery Products from Imagery Data acquired during the 5 previous years with at least one cloud-free date accessible per month for any field in the Territory starting in 2017. Prior to 2017, some months did not have Imagery Data that was processed in the GEOSYS Platform, therefore this requirement of one cloud-free date accessible per month for any field in the Territory only takes place when Imagery Data had been processed during the year.

Moreover, for every Imagery Product made by the Winfield Group, the UrtheCast Entities will archive and make available the applicable Imagery Data so that Imagery Products can be regenerated based on the Imagery Data from the prior 5 years.

2. URTHEAILY IMAGERY DATA AND PRODUCTS

a. SERVICE LEVELS

The UrtheDaily Imagery Products accessed via the GEOSYS Platform will have a 99.9% Availability over any Quarter with the following exceptions: any downtime arising from scheduled maintenance, which is scheduled with 48 hours prior written notice to Winfield and occurs between the hours of 10:00 pm and 4:00 am Central Standard Time, as the applicable UrtheCast Entity, acting reasonably, may consider appropriate from time to time.

“**Availability**” means the percentage of total time during which the UrtheDaily Imagery Products are available for use by the Winfield Group and data transmission is fully operational and able to receive, process, store and transmit UrtheDaily Imagery Products accurately.

“**Quarter**” means each quarter during a Contract Year.

Should the UrtheCast Entities fail to achieve the foregoing Availability over a Quarter, Winfield shall have the right to receive, as a non-exclusive remedy, the applicable Service Level Credit as set forth in the table below. In addition, should the UrtheCast Entities (i) fail to achieve 99.9% Availability in each of two consecutive Quarters or (ii) fail to achieve 94% in any one Quarter, Winfield shall have the right to terminate the Imagery Services for cause (a “**Service Level Termination Event**”)

Availability (Quarterly)	Service Level Credit (% of Quarterly fees)
99.8% - 98%	10%
97.99% - 96%	25%
95.99% - 94%	50%
Below 94%	100%

b. DESCRIPTION.

The GEOSYS Platform will utilize UrtheDaily Imagery Data originated from the UrtheDaily Constellation.

c. FREQUENCY

UrtheDaily Imagery Data will be acquired on a daily frequency for all the fields of the Territory north of 30 degrees North Latitude, and for at least 5 days out of 6 for the fields of the Territory south of 30 degrees North Latitude.

UrtheDaily Imagery Products derived from Modis data will be updated daily based on best of two acquisitions on the Territory. UrtheCast will source from other adapted satellites to replace Modis in case of end of life.

d. TIME TO DELIVERY

UrtheDaily Imagery Products must be made available within 24 hours of UrtheDaily Imagery Data acquisition.

Modis derived UrtheDaily Imagery Products must be made available less than 24 hours after Modis derived UrtheDaily Imagery Data availability time.

e. CLOUD MASK

Cloud mask is an information related to clouds, haze or shadows used to determine utility of each pixel acquired in the UrtheDaily Imagery Data. This information is used to define if an UrtheDaily Imagery Product can or cannot be used for specific R7 Product services.

The precision of the cloud mask for UrtheDaily Imagery Products is to be better than 95%.

f. RADIOMETRY

All field maps and pixel, field and zone values from mid resolution imagery are provided based on Top of Canopy reflectance.

SNR of UrtheDaily Imagery Data used to create UrtheDaily Imagery Products will be better than 100 for Blue, Green, Red and MIR spectral bands.

Radiometric Accuracy of UrtheDaily Imagery Data will be better than 4% at aperture Radiance Absolute Calibration, and 2.5% at aperture radiance satellite-to-satellite relative calibration.

Maximum Incidence Angle for any pixel of the fields will be 18 degrees.

Spectral Bands will include a Coastal/Aerosol blue band (433 to 453nm) to allow for cloud masking

g. TIME OF ACQUISITION

The threshold time for UrtheDaily Image Data acquisition range will be between 10:00 a.m. and 11:00 a.m. at the equator.

h. GEOMETRY

UrtheDaily Imagery Products field maps are delivered with 5m ground sampling distance and with relative geometric precision of less than one pixel.

i. BORDER PIXELS

Pixels that are overlapping field borders are reprocessed so that no part of radiometry collected in pixels outside of the field borders are taken into account in values delivered in mid-resolution UrtheDaily Imagery Products.

j. PERFORMANCE

Performance of UrtheDaily Imagery Products API will be equal or better than performance obtained prior to the Operational Date in order to maintain the same user experience.

In any case, the performance of UrtheDaily Imagery Products API will be equal or better than the September 2018 performance test report, with the following metrics in particular:

For in-season NDVI map query, when field border is known, 25 requests per seconds should be managed and response time performance should be no more than 300 milliseconds for 90% of the queries.

For in-season NDVI map coverage query (i.e. getting the list of dates available for a given field border), when field border is unknown, 8 concurrent requests can be managed

and response time performance should be no more than 30 seconds for 90% of the queries.

For Field vegetation index time-series, when field border is known, 10 requests per second should be managed and response time performance should be no more than 2 seconds to get 10 years of historical information, for 90% of the queries. Those field vegetation index can be calculated for a Low resolution image data source or from UrtheDaily images.

k. ARCHIVE

The GEOSYS Platform will process Imagery Products from all Imagery Data acquired since the beginning of the current season.

The GEOSYS Platform will also process Imagery Products from Imagery Data acquired during the 5 previous years with at least one cloud-free date available per month for any field in the Territory.

Moreover, for every Imagery Product made by the Winfield Group, the UrtheCast Entities will archive and make available the applicable Imagery Data so that Imagery Products can be regenerated based on the Imagery Data from the prior 5 years.

l. URTHEAILY IMAGERY DATA SPECIFICATIONS

The UrtheCast Entities will provide updates on UrtheDaily Imagery Data specifications when changes occur and if there is an impact on the UrtheDaily Imagery Products quality and/or availability, and/or R7 Product services.

3. SERVICE LEVEL MODIFICATIONS:

i. Winfield shall have the right to add new Service Level(s) by sending a written request to the UrtheCast Entities, in which case the parties shall engage in good faith negotiations in an effort to reach an agreement on the definition for such Service Level, measurement methodology, Service Level Credits, and any other aspects of the new Service Level as applicable, within fifteen (15) days following the UrtheCast Entities' receipt of Winfield's request for the new Service Level(s) ("**Service Level Adjustment Period**"). Without limiting the generality of the foregoing, the parties shall in good faith attempt to agree on the new Service Level(s) based on industry standard measures of third-party advisory services, any previous measurements collected, and the parties' collective experiences.

ii. If the parties fail to agree on the proposed new Service Level(s) within the Service Level Adjustment Period, then the following procedure shall apply:

A. The UrtheCast Entities shall begin measuring its performance of the applicable Imagery Services within fifteen (15) days after the end of the Service Level Adjustment Period.

B. After thirty (30) days of performance measurements are available (each such thirty (30) day period, the "**Baselining Period**"), the Service Level shall be established as the average of such service measurements for the applicable Baselining Period.

C. If the UrtheCast Entities fails to provide one or more measurements during the Baselining Period, the missing measurement(s) shall be equal to the highest of the actual measurements.

iii. During the applicable Baselining Period and thereafter until the new Service Level is established, the UrtheCast Entities shall deliver the Imagery Services at generally accepted service levels, as well as any current Service Levels.

iv. Upon establishment of a new Service Level, the parties shall modify the necessary measurement and monitoring tools and metrics as well as standard reporting procedures and data sources, all acceptable to Winfield, to measure and report on the UrtheCast Entities' performance of such Service Level.

v. Upon fifteen (15) days written notice to the UrtheCast Entities, Winfield shall have the right to modify existing Service Levels, including but not limited to, adjusting the Service Level definition, measurement methodology, Service Level Credits amounts, or any other aspects of existing Service Levels. Upon receipt of written notice, the UrtheCast Entities and Winfield will promptly engage in good faith negotiations in an effort to reach agreement on the Winfield-requested Service Level modifications within fifteen (15) days following the UrtheCast Entities' receipt of request for the modification. If the parties are unable to agree on such modifications within such period, then the process described above (Baselining Period) shall apply to determine the appropriate changes to the Service Level. During the applicable Baselining Period and thereafter until the modifications to the Service Level are established, the UrtheCast Entities shall continue to deliver the Services at the Service Levels. Upon establishment of the modification to the Service Level, the parties shall modify the necessary measurement and monitoring tools and metrics as well as standard reporting procedures and data sources, all acceptable to Winfield, to measure and report on the UrtheCast Entities' performance of such Service Level.

**Appendix 1 to Exhibit A
R7 In-Season AOIs and TOIs, 2018**

I. Basic Descriptions

Level 1 (L1)

- Non-tasked (Sentinel 2A, Sentinel 2B, Landsat 8)
- 15-day TOIs

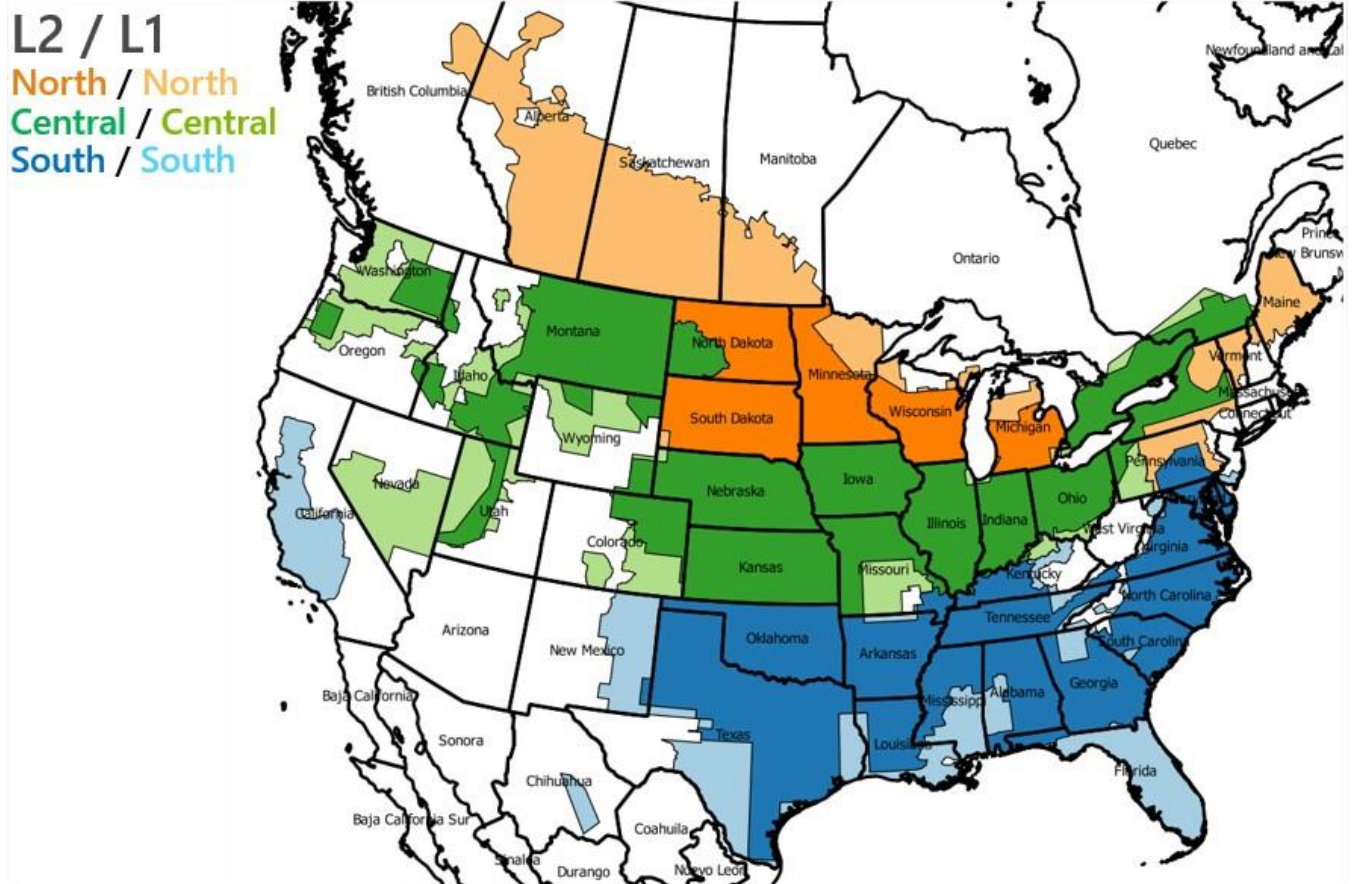
Level 2 (L2)

- Tasked (Deimos, UK-DMC2, Gaofen-1, ResourceSat2)
- 15-day TOIs

Level 3 (L3 or Intensification)

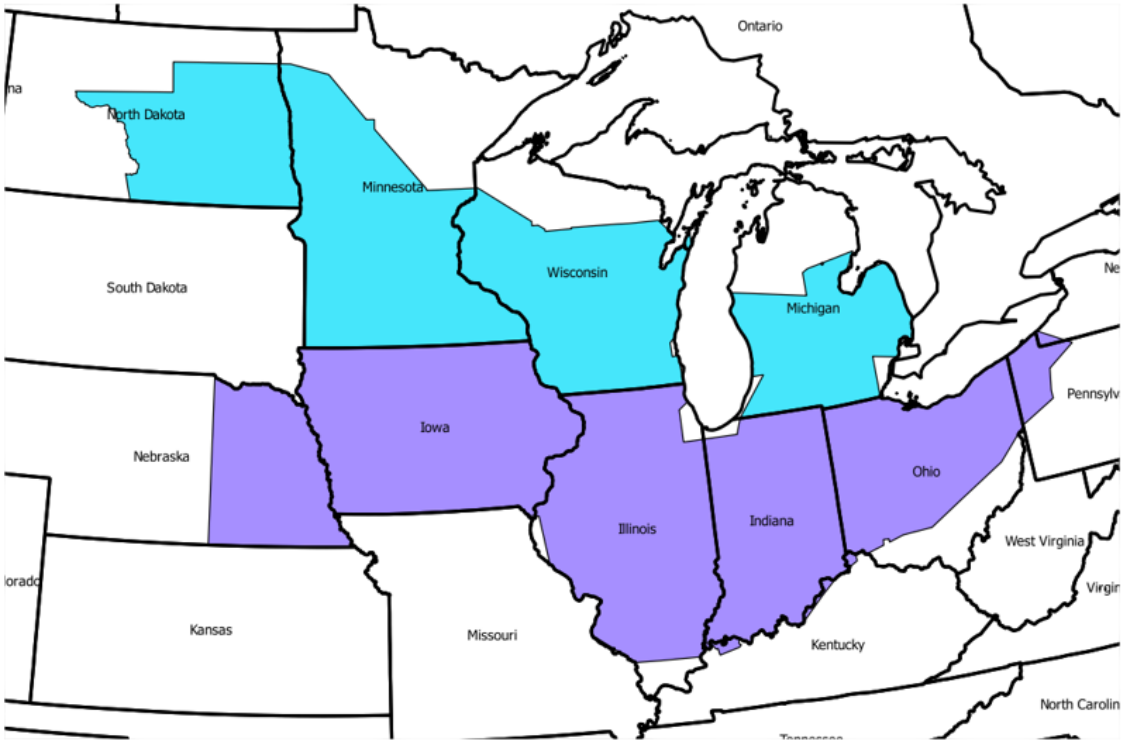
- Tasked (Deimos, UK-DMC2, Gaofen-1, ResourceSat2)
- 10-day TOIs

II. AOI Extents



L3 Intensification

North
Central



III. TOIs

Level 1 and Level 2

North			Central			South				
						Level 1	1-Jan-18	15-Jan-18		
							16-Jan-18	31-Jan-18		
							1-Feb-18	15-Feb-18		
							16-Feb-18	28-Feb-18		
							1-Mar-18	15-Mar-18		
			Level 1	1-Mar-18	15-Mar-18		16-Mar-18	31-Mar-18		
				1-Apr-18	15-Apr-18		16-Mar-18	31-Mar-18		
							1-Apr-18	15-Apr-18	1-Apr-18	15-Apr-18
							16-Apr-18	30-Apr-18	16-Apr-18	30-Apr-18
							1-May-18	15-May-18	1-May-18	15-May-18
Level 1	15-Apr-18	30-Apr-18					16-May-18	31-May-18		
	1-May-18	15-May-18					16-May-18	31-May-18		
Level 1&2	16-May-18	31-May-18	Level 1&2			Level 1&2	16-May-18	31-May-18		
	1-Jun-18	15-Jun-18					1-Jun-18	15-Jun-18	1-Jun-18	15-Jun-18
	16-Jun-18	30-Jun-18					16-Jun-18	30-Jun-18	16-Jun-18	30-Jun-18
	1-Jul-18	15-Jul-18					1-Jul-18	15-Jul-18	1-Jul-18	15-Jul-18
	16-Jul-18	31-Jul-18					16-Jul-18	31-Jul-18	16-Jul-18	31-Jul-18
	1-Aug-18	15-Aug-18					1-Aug-18	15-Aug-18	1-Aug-18	15-Aug-18
	16-Aug-18	31-Aug-18					16-Aug-18	31-Aug-18	16-Aug-18	31-Aug-18
	Level 1	1-Sep-18					15-Sep-18			
16-Sep-18		30-Sep-18	16-Sep-18	30-Sep-18	16-Sep-18	30-Sep-18				
1-Oct-18		15-Oct-18	1-Oct-18	15-Oct-18	1-Oct-18	15-Oct-18				
16-Oct-18		30-Oct-18	16-Oct-18	30-Oct-18	16-Oct-18	30-Oct-18				
			1-Nov-18	15-Nov-18	1-Nov-18	15-Nov-18				
			16-Nov-18	30-Nov-18	16-Nov-18	30-Nov-18				

Level 3 / Intensification

North		Central	
		16-Apr-18	25-Apr-18
		26-Apr-18	5-May-18
		6-May-18	16-May-18
16-May-18	25-May-18	16-May-18	25-May-18
26-May-18	5-Jun-18	26-May-18	5-Jun-18
6-Jun-18	15-Jun-18	6-Jun-18	15-Jun-18
16-Jun-18	25-Jun-18	16-Jun-18	25-Jun-18
26-Jun-18	5-Jul-18	26-Jun-18	5-Jul-18
6-Jul-18	15-Jul-18	6-Jul-18	15-Jul-18
16-Jul-18	25-Jul-18	16-Jul-18	25-Jul-18
26-Jul-18	5-Aug-18	26-Jul-18	5-Aug-18
6-Aug-18	15-Aug-18		
16-Aug-18	25-Aug-18		

Exhibit B

R7 Product and R7 Product Services

1. **R7 Product:**

R7 Product is a comprehensive web application providing a digital access to Winfield Answerplot data as well as visualization of modules generated by the R7 Product services or modules (GIS, Field Monitoring tool, maps and In season imagery). **R7 Product Hosting Services:**

- (a) Scope: The applicable UrtheCast Entity shall:
- (i) host and manage the R7 Product in the United States of America, and make it available per the Service Levels; and
 - (ii) provide the R7 Product in accordance with the Requirements in this Exhibit B (R7 Product and R7 Product Services).
- (b) Service Levels: Throughout the period during which the applicable UrtheCast Entity is providing R7 Product Hosting Services, the applicable UrtheCast Entity shall ensure:
- (i) 99.7% (99.9% after Platform Separation) Availability over any Quarter with the following exceptions: any downtime arising from scheduled maintenance, which is scheduled with 48 hours prior written notice to Winfield and occurs between the hours of 10:00 pm and 4:00 am Central Standard Time, as the applicable UrtheCast Entity, acting reasonably, may consider appropriate from time to time. Should the applicable UrtheCast Entity fail to achieve the foregoing Availability over a Quarter, Winfield shall have the right to receive, as a non-exclusive remedy, the applicable Service Level Credit as set forth in the table below. In addition, should the applicable UrtheCast Entity (i) fail to achieve 99.7% Availability before Platform Separation or 99.9% Availability after Platform Separation in each of two consecutive Quarters or (ii) fail to achieve 94% in any one Quarter, Winfield shall have the right to terminate the R7 Product Hosting Services for cause (which is a “**Service Level Termination Event**”). “**Availability**” means the percentage of total time during which the R7 Product is available to the Winfield Group and data transmission are fully operational and able to receive, process, store and transmit Winfield Data accurately.

Availability before Platform Separation (Quarterly)	Availability after Platform Separation (Quarterly)	Service Level Credit (% of Quarterly fees)
99.6% - 98%	99.8% - 98%	10%

97.99% - 96%	97.99% - 96%	25%
95.99% - 94%	95.99% - 94%	50%
Below 94%	Below 94%	100%

(ii) Service Level Credits shall be applied against the next invoice, or paid to Winfield on termination.

2. **R7 Product Maintenance Services:**

(a) Development. The R7 Product Maintenance Services includes further development of the R7 Product after the Second Closing to function and be compatible with the UrtheDaily Imagery Data, as may be further described in an SOW.

(b) Maintenance. Throughout the period during which the applicable UrtheCast Entity is providing R7 Product Maintenance Services, the applicable UrtheCast Entity shall ensure response to and correction of reported incidents in the R7 Product in accordance with the following:

FARMSAT Platform and R7 Web Tool 5 Incident Severity Definitions

Business Impact	Description	Definition
Blocker - Severity 1	Production system down. R7 service is unavailable.	Business operations halted and >10 Users are unable to complete daily operations.
Critical - Severity 2	Severe functionality loss	One or more of the core services is unavailable. (see R7 Service Desk "WINFIELD R7 TOOL CORE SERVICES"). And greater than 10 users affected.
Major - Severity 3	Limited functionality loss	A non-core service is unavailable
Minor - Severity 4	Minor bug or problem	

FARMSAT Platform and R7 Web Tool 5 Incident Resolution Targets

Business Impact	Response Time	Resolution Target
Blocker - Severity 1	1 Hour	8 Hours, with continuous effort until recovery or implementation of interim remedy as agreed between Winfield and Geosys
Critical - Severity 2	2 Hours	3 Working days (Emergency Release) or implementation of interim remedy as agreed between Winfield and Geosys
Major - Severity 3	24 Hours	Next maintenance release or as agreed in Release management process.
Minor - Severity 4	One Week	As agreed in Release management process.

(d) Telephone and Email Support: The applicable UrtheCast Entity shall provide Winfield with unlimited telephone and emailing support, available by dialing or emailing the identified the applicable UrtheCast Entity representative on duty, or utilizing the ticketing system, consisting of:

i. General Support: general support, including general technical information and assistance with problem determination, isolation, verification, and resolution during the hours of 8:00 a.m. to 5:00 p.m. U.S. Central Time, excluding weekends and United States federal holidays; and

ii. Limited Support: limited support, including, in a production environment, mission critical and systems-down application Level 2 support 24 hours per day seven days per week 365 days per year, and Level 3 technical support during the hours of 1:00 a.m. to 10:00 a.m. U.S. Central Time, Monday through Friday, excluding French National Holidays.

3. Security Terms. In addition to the terms set forth in the Agreement to which these Security and Privacy Requirements (“**Requirements**”) apply, the applicable UrtheCast Entity agrees to comply with the Requirements set forth herein with respect to the R7 Product Services.

(a) Hosted Environments

(i) Authentication. The applicable UrtheCast Entity must be able to interface with the current version of Winfield’s central authentication service, whether Lightweight Directory Access Protocol (“**LDAP**”) or otherwise. Standard Security Assertion Markup Language (“**SAML**”) services are considered adequate for the purposes of these Requirements. Further, all authentication and authorization credentials must be encrypted during transmission using standard secure socket layer (“**SSL**”) protocols. All SSL certificates must be verified and executed by a mutually agreeable, trusted third party; no self-signed certificates will be considered. Any exceptions to the authentication and authorization

requirements must be approved in writing by Winfield IT Security Services.

(ii) Control Attestation. The applicable UrtheCast Entity shall submit its practices relevant to the R7 Product Hosting Services to periodic attestation reviews in line with Standards for Attestation Engagements No. 16 (SSAE 16) requirements. These reviews must be Type II and must follow the framework (SOC 1, SOC 2, or SOC 3) most relevant to the R7 Product Hosting Services being provided. In addition, these reviews must be performed on a regular basis with the maximum reporting period of one (1) year. Results of these reviews shall be submitted to Winfield IT Security Services upon publication or as otherwise requested by Winfield.

(iii) Right to Audit. At its own expense, Winfield may audit R7 Product Hosting Services performed by the applicable UrtheCast Entity, or facilities or records relating thereto, relevant to data privacy, logical security, change management, and computer operations. To the extent that the applicable UrtheCast Entity processes transactions on behalf of Winfield, the scope may also include an examination of the applicable UrtheCast Entity's transaction processing practices. Audits may be performed directly by Winfield personnel, or through an appointed representative, e.g., external auditor, to verify that the tasks related to the Services have been performed in accordance with the contractual requirements as set forth in the Agreement and/or Requirements. Such audits shall be limited to once per year unless otherwise agreed to in writing by both parties and will be subject to a thirty (30) day notice to the applicable UrtheCast Entity. The applicable UrtheCast Entity shall take all commercially reasonable efforts to rectify any discrepancy identified by an audit. In the event an audit reveals a material discrepancy, the applicable UrtheCast Entity shall reimburse Winfield for the reasonable cost of said audit accordingly.

(iv) Use of Winfield Data. The applicable UrtheCast Entity agrees that any and all Winfield Data exchanged shall be used solely for the purposes enumerated in the Agreement. Winfield Data shall not be distributed, repurposed or shared across other applications, environments or business units of the applicable UrtheCast Entity or related business partners.

(v) Remote Access. Winfield may at its discretion provide remote access to specific UrtheCast Entity resources to fulfill the requirements of the Agreement. The method used to provide remote access will be defined and approved by Winfield to meet the security requirements of the environment.

(vi) Data Retention/Release. In the event of termination of the R7 Product Hosting Services, all Winfield Data and any and all copies thereof used by the applicable UrtheCast Entity in rendering R7 Product Hosting

Services hereunder or otherwise, will be returned to Winfield IT Security Services in a suitable, standard format and wiped from the applicable UrtheCast Entity's systems, including backups (except those that are required to be kept pursuant to applicable Law and which shall be treated as Confidential Information until they can be purged under applicable Law). The applicable UrtheCast Entity must certify in writing to Winfield IT Security Services that these actions have been completed within sixty (60) days of the termination of the R7 Product Hosting Services. If part of the R7 Product Hosting Services includes retention of Winfield Data, the applicable UrtheCast Entity must retain Winfield Data for the length of time dictated by the Winfield record retention schedule and must purge data eligible for destruction on an annual basis. The applicable UrtheCast Entity must notify Winfield IT Security Services within two (2) hours of the applicable UrtheCast Entity's receipt of a subpoena if said subpoena has been issued to review Winfield Data at the applicable UrtheCast Entity's (or its subcontractor's) site. Further, the applicable UrtheCast Entity must notify Winfield IT Security Services within twelve (12) hours if a subpoena has been issued to review data belonging to a customer of the applicable UrtheCast Entity unrelated to Winfield if the review results, or could result, in a release of any Winfield Data. The applicable UrtheCast Entity must comply with any legal hold notice received from Winfield, specifically by being able to preserve an unaltered version of all designated data and to document the method and timing of preservation. The applicable UrtheCast Entity must hold designated Winfield Data until receipt of a "Hold Release" notice from Winfield. Further, the applicable UrtheCast Entity must comply with any discovery production request, including maintaining and documenting the chain of custody for data produced in response to a discovery request.

(vii) Portability of Winfield Data. Winfield Data shall be logically and physically hosted at a mutually agreed upon data center(s). Such Winfield Data shall not be transferred to any portable storage medium (e.g., laptops, USB devices, etc.) unless the medium is suitably encrypted and used as part of the applicable UrtheCast Entity's backup and recovery processes. Any Winfield Data shall be removed when no longer needed or when the R7 Product Hosting Services terminates, whichever comes first (except as set forth above). Migration strategies are required in preparation of any event requiring transition of data to a different UrtheCast Entity or internally to Winfield for continued service. If no such strategy is available, then procedures and documentation for complete extraction of data is required. Any such Winfield Data will be returned to Winfield, in a format acceptable to Winfield, regardless of the reason for migration.

(viii) Notification of Breach or Disclosure of Winfield Data. Immediately upon becoming aware of a breach of the applicable

UrtheCast Entity's security including, but not limited to, loss of mobile devices containing data relevant to Winfield that reasonably may have resulted in unauthorized access to Winfield Data, the applicable UrtheCast Entity shall notify Winfield IT Security Services and shall cooperate fully with Winfield's investigation of, and response to, the breach. Except as otherwise required by law, the applicable UrtheCast Entity shall not provide notice of the breach affecting the Winfield Data to any persons other than Winfield.

(ix) User Authorization Functionality. The R7 Product Hosting Services must provide authorization capabilities. These capabilities must be documented and provided to Winfield IT Security Services, along with all information regarding how the applicable UrtheCast Entity stores information related to individuals, groups and authorization schemas.

(x) Data Storage. All Winfield Data stored by the applicable UrtheCast Entity must be secured in a manner that prevents unauthorized access from internal and external parties. Winfield requires that all highly sensitive data be encrypted.

(xi) Data Storage Location. The applicable UrtheCast Entity must store all Winfield Data solely in the United States of America unless given express written permission by Winfield prior to any change.

(xii) Backups and Disaster Recovery. The applicable UrtheCast Entity must provide proof of its Business Continuity/Disaster Recovery Plan including details on backups and retention periods. Backups that are stored offsite must be encrypted using a 128-bit key (or higher).

(xiii) Minimum Network Security Requirements. At a minimum, the applicable UrtheCast Entity must maintain technical infrastructure and procedures for provisioning, monitoring, and remediating issues identified through analyses of firewall rules, intrusion detection systems, and regular network vulnerability scans. The applicable UrtheCast Entity agrees to provide Winfield the results of an independent application and network security assessment, as it relates to Winfield assets, annually. The applicable UrtheCast Entity further agrees to immediately remediate security issues identified through this testing. The applicable UrtheCast Entity shall maintain the network systems with current and appropriate security updates and patches. All transmission or exchange of Winfield Data will take place via secure transmission protocols (e.g. HTTPS or SFTP) utilizing secure encryption keys (128-bit or higher)

(xiv) Compliance with Relevant Regulatory Frameworks. Without limiting the foregoing, in the course of performing its duties under the Agreement, the applicable UrtheCast Entity may receive or be exposed to the following types of highly sensitive Winfield Data: protected health

information, Winfield financial information, credit card numbers, financial account numbers, social security numbers, corresponding security or access codes and passwords. The applicable UrtheCast Entity shall employ sufficient administrative, physical and technical data security measures to meet the requirements under the specific federal and state laws applicable to the foregoing Winfield Data. The applicable UrtheCast Entity reserves the right to issue and change regulations and procedures from time to time to improve Winfield data security. Any such changes made shall be promptly identified to Winfield.

(b) Software as a Service.

(i) Minimum Application Security Requirements. The applicable UrtheCast Entity warrants that its internal procedures follow secure coding practices and that R7 Product code is reviewed and tested for security vulnerabilities (e.g. viruses, worms, time bombs, back doors, Trojan horses, Easter eggs, SQL injection, Cross-Site Scripting vulnerabilities, etc.) on an ongoing basis, but at minimum as part of any major or minor release or patch. Winfield is entitled to review the results of such testing and obtain an understanding of the applicable UrtheCast Entity management's remediation plan for identified issues.

(ii) Use of Third Party or Open Source Software. The applicable UrtheCast Entity shall disclose the development origin of all software components used in the R7 Product Hosting Services. The applicable UrtheCast Entity shall disclose all third party or Open Source Software used in the R7 Product, including all libraries, frameworks, components, and other products, whether commercial, free, open-source, or closed-source. The applicable UrtheCast Entity shall make reasonable efforts to ensure that third party software meets all the terms of the Agreement and these Requirements, and is as secure as custom developed code developed thereunder.

(c) Implementation Staff or Dedicated Support Staff. In addition to those requirements set forth above, to the extent the applicable UrtheCast Entity is providing resources to implement the R7 Product Services or to provide dedicated ongoing support for the R7 Product Services, the following terms and conditions shall apply to the practices and computing assets used by those resources:

(i) Security Requirements for the applicable UrtheCast Entity's Resources Supporting Winfield. Resources engaged by the applicable UrtheCast Entity to support Winfield must comply with all Winfield security policies and standards, provided, however, that any such policies and standards: (i) are reasonable, (ii) comply with applicable Laws provided that the applicable UrtheCast Entity shall also be obligated to comply with policies that are more stringent than applicable Law, and (iii) are brought to the applicable UrtheCast Entity's attention. The applicable

UrtheCast Entity resources using their own asset to access the Winfield Network must ensure that: (a) the asset is protected by an enterprise-class commercial hard disk encryption tool; (b) anti-virus/anti-spyware software is installed on the asset and definition files are current; and (c) security patches are current. Any Winfield Data residing on such assets shall be removed when it is no longer needed or when the applicable R7 Product Services terminates whichever comes first. The applicable UrtheCast Entity must certify in writing to Winfield IT Security Services that these actions have been completed within thirty (30) days of the termination of the applicable R7 Product Services. Winfield may also require the removal of Winfield Data from the applicable UrtheCast Entity's backup media unless otherwise agreed between the parties. Hardware must be equipped with software needed to complete the assigned services for Winfield, at the appropriate version level. Winfield does not install or support software on non-Winfield assets nor does Winfield support any non-Winfield assets. In the case of a security issue arising from the use of non-Winfield assets on Winfield Network, the applicable UrtheCast Entity is responsible for all resulting expenses incurred to remedy the issue. The applicable UrtheCast Entity shall notify Winfield IT Security Services immediately upon becoming aware of the loss or theft of a device which contains Winfield Data (e.g., laptops, portable storage devices, mobile devices, etc.).

(ii) Use of Winfield Data. The applicable UrtheCast Entity agrees that any and all Winfield Data exchanged shall be used solely for the purposes enumerated in the Agreement. Winfield Data shall not be distributed, repurposed or shared across other applications, environments or business units of the applicable UrtheCast Entity or related business partners.

(iii) Remote Access. Winfield may at its discretion provide remote access to specific Winfield resources to fulfill the requirements of the Agreement. The method used to provide remote access will be defined and approved by Winfield to meet the security requirements of the environment.

(iv) Winfield Data Retention/Release. In the event of termination of the applicable R7 Product Services, all Winfield Data and all copies thereof used by the applicable UrtheCast Entity in rendering the applicable R7 Product Services hereunder or otherwise, will be returned to Winfield IT Security Services in a suitable, standard format and wiped from the applicable UrtheCast Entity's systems, including backups. The applicable UrtheCast Entity must certify in writing to Winfield IT Security Services that these actions have been completed within thirty (30) days of the termination of the applicable R7 Product Services. If part of the applicable R7 Product Services includes retention of Winfield Data, the applicable UrtheCast Entity must retain Winfield Data for the length of

time dictated by the Winfield record retention schedule and must purge data eligible for destruction on an annual basis. The applicable UrtheCast Entity must notify Winfield IT Security Services within two (2) hours of the applicable UrtheCast Entity's receipt of a subpoena if said subpoena has been issued to review Winfield Data at the applicable UrtheCast Entity's (or its subcontractor's) site. Further, the applicable UrtheCast Entity must notify Winfield IT Security Services within twelve (12) hours if a subpoena has been issued to review data belonging to a customer of the applicable UrtheCast Entity unrelated to Winfield if the review results, or could result, in a release of any Winfield Data. The applicable UrtheCast Entity must comply with any legal hold notice received from Winfield, specifically by being able to preserve an unaltered version of all designated Winfield Data and to document the method and timing of preservation. The applicable UrtheCast Entity must hold designated Winfield Data until receipt of a "Hold Release" notice from Winfield. Further, the applicable UrtheCast Entity must comply with any discovery production request, including maintaining and documenting the chain of custody for data produced in response to a discovery request.

(v) Notification of Breach or Disclosure of Winfield Data.

Immediately upon becoming aware of a breach of the applicable UrtheCast Entity's security including, but not limited to, loss of mobile devices containing Winfield Data that reasonably may have resulted in unauthorized access to Winfield Data, the applicable UrtheCast Entity shall notify Winfield IT Security Service and shall cooperate fully with Winfield's investigation of, and response to, the breach. Except as otherwise required by law, the applicable UrtheCast Entity shall not provide notice of the breach affecting the Winfield Data to any persons other than Winfield.

Exhibit C
Form of Statement of Work
Statement of Work For [____]

This [____] Statement of Work No. [____] (together with all schedules and other attachments hereto, the “**SOW**”) is effective as of [____] (“**SOW Effective Date**”) by and between [Winfield Solutions, LLC] (“**Winfield**”) and Deimos [____], a _____, having its principal place of business at [_____] (“**Deimos**”), GEOSYS S.A.S., a _____, having its principal place of business at [_____] (“**GEOSYS**”) and is a Statement of Work pursuant to the Long Term License and Services Agreement (together with each Exhibit thereto, the “**Master Services Agreement**”) effective as of [Insert Effective Date] by and between Winfield on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at [_____] (“**UrtheCast**”), Deimos and GEOSYS (GEOSYS, UrtheCast and Deimos, the “**UrtheCast Entities**” or each an “**UrtheCast Entity**”) on the other hand. The UrtheCast Entities or the applicable one are a “**party**”, and Winfield is also a “**party**”, and each applicable party comprises the “**parties**.”

In this SOW, [____] is the UrtheCast Entity.

This SOW incorporates the Master Services Agreement herein by reference.

Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Master Services Agreement.

The UrtheCast Entity agrees to provide the Services described in this SOW.

1. **PROJECT OBJECTIVES.**

(a) **Objectives.** The objective of the Services covered by this SOW is [____]

2. **SERVICES.**

(a) **Overview.** Generally, this SOW covers [____].

(b) **In Scope Services Summary.** [____]

(c) **In-scope Activities & GEOSYS R7 Developments.**

(i) The following activities are a further breakdown of responsibilities of the UrtheCast Entity for the items identified above.

[____]

(ii) The following deliverables are the UrtheCast Entity’s responsibilities and shall be delivered to Winfield during each applicable phase as described herein for signoff from Winfield per the Project Plan.

[____]

(d) **[Requirements for GEOSYS R7 Developments. [____]]**

(e) **Out of Scope.** The following activities are considered “out of scope” for the charges under this SOW.

[____]

3. **ASSUMPTIONS AND DEPENDENCIES.**

[____]

4. **HIGH LEVEL PROJECT SCHEDULE.** The high-level schedule for performance is illustrated below. The schedule will be finalized in the Project Plan.

[____]

5. **PROJECT PLAN.** Within [____] of the SOW Effective Date, the parties will develop a detailed project plan that sets out the activities, deliverables, timelines, milestones, requirements for Winfield Personnel and other resource availability and other pertinent matters (“**Project Plan**”). The Project Plan to be developed and agreed upon by the parties will be a living document between the parties which will be maintained and used to document the actual timeline agreed by the parties and, upon agreement, is deemed incorporated by reference herein. All changes to the Project Plan must be agreed by both parties.

6. **REPORTS.**

[____]

7. **ROLES, RESPONSIBILITIES, AND RESOURCES.**

(a) **Location of Services.** The Services under this SOW will be performed and provided by the UrtheCast Entity from:

(i) The following Winfield facilities: [____]

(ii) The following UrtheCast Entity facilities: [____]

(b) **Winfield Resources.** Winfield shall provide the following resources:

(c) **UrtheCast Entities Resources.** The UrtheCast Entity shall provide the following resources:

8. **SOW TERM.** The SOW term commences on the SOW Effective Date and continues until [____] unless extended by the parties pursuant to a change order, or earlier terminated as set forth herein or in the Master Services Agreement.

9. **CHARGES.**

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed, effective as of the SOW Effective Date.

GEOSYS S.A.S

By: _____
Name:
Title:

DEIMOS [___]

By: _____
Name:
Title:

WINFIELD SOLUTIONS, LLC

By:
Name:
Title:

Exhibit D Acceptance Procedure

This **Exhibit D** describes the acceptance test procedure for GEOSYS R7 Developments (including each iteration of the Second Generation R7 Product) and the Second Generation GEOSYS Products (as part of UrtheDaily Improvements Completion) (each described as a deliverable below). In the event of a conflict between this **Exhibit D** and the rest of the Agreement with respect to the subject matter of this **Exhibit D**, this **Exhibit D** will govern unless an SOW modifies or adds to the acceptance testing and states it supersedes conflicting terms of this **Exhibit D** for such SOW.

Capitalized terms used but not defined in this **Exhibit D** will have the meanings as described to them in the Agreement. Section references in this **Exhibit D** are deemed to refer to the sections in this Exhibit.

1. **Establishment of Acceptance Criteria; Acceptance Testing.** Prior to being placed into production or live running, the parties will subject each deliverable to acceptance testing to verify that it satisfies the acceptance criteria established for such deliverable.

2. **Documentation Deliverables.** For deliverables that comprise of documentation, the following acceptance procedure shall apply:

(a) **Delivery.** The applicable UrtheCast Entity will deliver to Winfield the deliverables in electronic form reasonably acceptable to Winfield, unless otherwise agreed in writing by the parties.

(b) **Transmittal Document.** Each deliverable may be accompanied by a deliverable transmittal document, which will be the vehicle for communication concerning the status of the deliverable acceptance procedure for that deliverable.

(c) **Acceptance.** Upon the applicable UrtheCast Entity's delivery of deliverables, Winfield will commence review and evaluation of the deliverables. Winfield has five (5) business days from the time the applicable UrtheCast Entity delivers the deliverables to either accept or reject the deliverables. The only basis for rejection of the applicable deliverables is (a) material non-compliance with the applicable written requirements agreed to by the parties, or (b) material non-compliance with the applicable SOW scope (each for purposes of this Section 2, a "**Non-Conformity**"). For purposes of clarity, Winfield acceptance will not be unreasonably withheld. If further clarification of the deliverables is required, the parties shall discuss the issue and the acceptance deadline may be extended as may be mutually agreed to by the parties in writing. Any deliverables not formally accepted or rejected by Winfield by the end of the applicable review period will be considered accepted.

(d) **Rework.**

(i) If the deliverables, or any portion thereof, are rejected by Winfield due to a Non-Conformity, as determined by Winfield, acting reasonably, Winfield shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable

UrtheCast Entity shall have thirty (30) days, or such other period as agreed by the parties in writing, in which to correct the problem. If the deliverables, or any portion thereof, are rejected after the third attempt, as determined by Winfield in its reasonable discretion, except as otherwise specified, the applicable UrtheCast Entity acknowledges and agrees that Winfield shall have the option, in Winfield's sole discretion, to extend the applicable UrtheCast Entity's right to continue attempting to cure the failures for a specified period of time; and, unless otherwise agreed by Winfield, in no event shall such extension exceed a period of ten (10) days for each such extension.

(ii) If Winfield rejects a deliverable due to a Non-Conformity, then all correction of the Non-Conformity of such deliverables shall be at the applicable UrtheCast Entity's expense. Acceptance does not limit Winfield's other rights under the Agreement.

3. **Non-Document Deliverables.** For all other deliverables ("**Non-Document GEOSYS R7 Developments**"), the following acceptance procedure shall apply:

(a) **Delivery of Plan.** The applicable UrtheCast Entity will deliver to Winfield a plan for the Non-Document GEOSYS R7 Developments concurrently with delivery of the Non-Document GEOSYS R7 Developments in electronic form reasonably acceptable to Winfield, unless otherwise agreed in writing by the parties.

(b) **Acceptance of Plan.** Upon delivery of the plan, Winfield will commence review and evaluation of the plan. Winfield has three (3) business days from the time the applicable UrtheCast Entity deliver the plan to either accept or reject the plan. The only basis for rejection of the applicable plan is (a) material non-compliance with the applicable requirements agreed to by the parties as required for testing the Non-Document GEOSYS R7 Developments, or (b) material non-compliance with the applicable SOW scope (each for purposes of acceptance of a plan is a "**Non-Conformity**"). For purposes of clarity, Winfield acceptance will not be unreasonably withheld. If further clarification of the plan is required, the parties shall discuss the issue and the acceptance deadline may be extended as may be mutually agreed to by the parties in writing. Any plan not formally accepted or rejected by Winfield by the end of the applicable review period will be considered accepted.

(c) **Rework of Plan.** If any plan, or any portion thereof, is rejected by Winfield due to a Non-Conformity, as determined by Winfield in its reasonable discretion, Winfield shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have ten (10) days, or such other period as agreed by the parties in writing, in which to correct the problem. This procedure may be repeated as necessary to ensure the plan accurately reflects the parties' intent. Accepted plans shall be the acceptance criteria for all Non-Document GEOSYS R7 Developments ("**Non-Document GEOSYS R7 Developments Plan(s)**").

(d) **Delivery of Non-Document GEOSYS R7 Developments.** The applicable UrtheCast Entity will deliver to Winfield the Non-Document GEOSYS R7 Developments in

electronic form reasonably acceptable to Winfield, unless otherwise agreed in writing by the parties.

(e) **Transmittal Document.** Each Non-Document GEOSYS R7 Development may be accompanied by a deliverable transmittal document, which will be the vehicle for communication concerning the status of the Non-Document GEOSYS R7 Development acceptance procedure for that Non-Document GEOSYS R7 Development.

(f) **Acceptance for Non-Document GEOSYS R7 Developments.** Upon the applicable UrtheCast Entity delivery of the Non-Document GEOSYS R7 Developments(s), Winfield will commence review and evaluation. Winfield has five (5) business days, or a period of time as otherwise mutually agreed by the parties, from the time the applicable UrtheCast Entity delivers the Non-Document GEOSYS R7 Developments to either accept or reject the Non-Document GEOSYS R7 Developments. The only basis for rejection of the applicable Non-Document GEOSYS R7 Developments is (a) material non-compliance with the applicable requirements agreed to by the parties as documented in the Non-Document GEOSYS R7 Developments Plan, or (b) material non-compliance with the applicable SOW scope (each for purposes of a Non-Document GEOSYS R7 Developments, a “**Non-Conformity**”). For purposes of clarity, Winfield acceptance will not be unreasonably withheld. If further clarification of the Non-Document GEOSYS R7 Developments is required, the parties shall discuss the issue and the acceptance deadline may be as may be mutually agreed to by the parties in writing. Any Non-Document GEOSYS R7 Developments not formally accepted or rejected by Winfield by the end of the applicable review period will be considered accepted.

(g) **Rework of Non-Document GEOSYS R7 Developments.**

(i) If any Non-Document GEOSYS R7 Developments, or any portion thereof, are rejected by Winfield due to a Non-Conformity, as determined by Winfield in its reasonable discretion, Winfield shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have thirty (30) days, or such other period as agreed by the parties in writing, in which to correct the problem. If the Non-Document GEOSYS R7 Developments, or any portion thereof, are rejected after the third attempt, except as otherwise specified, the applicable UrtheCast Entity acknowledges and agrees that Winfield shall have the option, in Winfield’s sole discretion and without limiting Winfield’s remedies, to:

A. extend the applicable UrtheCast Entity’s right to continue attempting to cure the failures for a specified period of time; and, unless otherwise agreed by Winfield, in no event shall such extension exceed a period of thirty (30) days for each such extension;

B. conditionally accept the non-conforming Non-Document GEOSYS R7 Developments on the condition that the applicable UrtheCast Entity satisfies the rework in accordance with a

remediation plan agreed by the parties; or

C. retain the Non-Document GEOSYS R7 Developments and directly, or by use of a third party, make the necessary corrections, and charge the applicable UrtheCast Entity an amount equal to all costs incurred by Winfield to correct the Non-Document GEOSYS R7 Developments.

(ii) If Winfield rejects a Non-Document GEOSYS R7 Developments due to a Non-Conformity, then all such correction of the Non-Conformities of such Non-Document GEOSYS R7 Developments shall be at the applicable UrtheCast Entity's expense. Acceptance does not limit Winfield's other rights under the Agreement.

4. **Sign-Offs of Interim GEOSYS R7 Developments.** From time to time, the parties may develop mutually acceptable objective sign-off criteria and procedures for the interim deliverables comprising part of a GEOSYS R7 Development or Non-Documented GEOSYS R7 Development. The purpose of these sign-off procedures is to identify and address issues relating to the GEOSYS R7 Developments early and to assist in the timely completion of each GEOSYS R7 Developments. If Winfield expresses concerns regarding the quality and level of completion of the GEOSYS R7 Developments, the parties will cooperate to establish a mutually acceptable resolution of these issues as soon as practicable. Compliance with such procedures with respect to any interim deliverable will not constitute final acceptance of the GEOSYS R7 Developments.

Exhibit E

Insurance

UrtheCast Entities' Insurance

Without limiting the UrtheCast Entities' liability to Winfield, the UrtheCast Entities, at their sole cost and expense, will maintain the following minimum insurance coverage at all times throughout the Term and for the periods set forth below. The insurance shall be issued by insurance companies rated at least A- and VII by A. M. Best's key rating guide. If the UrtheCast Entities use subcontractors, the UrtheCast Entities will ensure that each such subcontractor has insurance that meets the requirements of this Exhibit but with amounts commensurate to the extent of their subcontracted obligations.

1. Workers' Compensation and Employer's Liability Insurance, with the Workers' Compensation insurance including occupational disease, as set forth in any applicable statutes in the amount of the statutory minimum. The Employer's Liability insurance must have a minimum limit of Two Million Dollars (\$2,000,000.00) per accident. The UrtheCast Entities may satisfy this limit either with a single policy or with a primary policy plus an umbrella policy.
2. Commercial General Liability insurance ("CGL") written on Insurance Services Office ("ISO") Form CG 00 01 or a substitute form providing equivalent coverage including premises, operations, products, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and completed operations. The CGL insurance must be written on an occurrence basis with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage. With respect to any occurrence related to or arising out of the Services to be performed under this Agreement, the CGL insurance must name Winfield and its Affiliates as an additional insured for operations using form (CG 20 10 10 01) and completed operations using form (CG 20 37 01 01), and be primary and non-contributory for Winfield and its Affiliates regardless of any other insurance Winfield and its Affiliates may have available. The UrtheCast Entities may satisfy the minimum limits either with a single CGL policy or with a primary CGL policy plus an umbrella policy.
3. Business Auto Insurance, applying to non-owned and hired vehicles, with a limit of at least Two Million Dollars (\$2,000,000.00). The UrtheCast Entities may satisfy this limit either with a single Business Auto insurance policy or with a primary Business Auto insurance policy plus an umbrella policy or under its CGL policy.
4. The UrtheCast Entities shall maintain Professional Liability Errors and Omissions Insurance, including Network Liability and Privacy coverage, with a limit of at least Five Million Dollars (\$5,000,000). This insurance shall cover the UrtheCast Entities' and Winfield and its Affiliates' potential liability if the UrtheCast Entities action or inaction leads to Winfield or its Affiliates' network interruption, breach of its data or a breach of the UrtheCast Entities' privacy or professional obligations under this Agreement. Such policies shall name Winfield and its Affiliates as an additional insured and be primary to Winfield and its Affiliates' insurance coverage (i.e., the UrtheCast Entities' policy will pay first). Upon request, the UrtheCast Entities will provide to Winfield insurance certificates showing compliance with the insurance

specifications and will provide notice to Winfield in the event the UrtheCast Entities' insurance is cancelled. Neither Winfield's failure to require or insist on certificates or other evidence of insurance nor Winfield's acceptance of a certificate or other evidence of insurance showing a variance from the specified coverage changes the UrtheCast Entities' responsibility to comply with the insurance specifications. Winfield does not in any way represent or warrant that the types or limits of insurance specified in this article adequately protect the UrtheCast Entities' interests or sufficiently cover the UrtheCast Entities' liabilities.

Winfield Insurance

Without limiting Winfield's liability to the UrtheCast Entities', Winfield, at its sole cost and expense, will maintain the following minimum insurance coverage at all times throughout the Term and for the periods set forth below. The insurance shall be issued by insurance companies rated at least A- and VII by A. M. Best's key rating guide. If Winfield uses subcontractors, Winfield will ensure that each such subcontractor has insurance that meets the requirements of this Exhibit but with amounts commensurate to the extent of their subcontracted obligations.

1. CGL insurance written on ISO Form CG 00 01 or a substitute form providing equivalent coverage including premises, operations, products, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and completed operations. The CGL insurance must be written on an occurrence basis with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Winfield may satisfy the minimum limits either with a single CGL policy or with a primary CGL policy plus an umbrella policy.

Upon request, Winfield will provide UrtheCast with insurance certificates showing compliance with the insurance specifications and will provide notice to UrtheCast in the event Winfield's insurance is cancelled. Neither UrtheCast's failure to require or insist on certificates or other evidence of insurance nor UrtheCast's acceptance of a certificate or other evidence of insurance showing a variance from the specified coverage changes Winfield's responsibility to comply with the insurance specifications. The UrtheCast Entities do not in any way represent or warrant that the types or limits of insurance specified in this article adequately protect Winfield's interests or sufficiently cover Winfield's liabilities.

Exhibit F

GEOSYS Products

Farmsat®

Farmsat is a web based software platform to help customers build variable rate application maps based on satellite images and agronomic expertise. Customers can then deliver and load the maps on the spraying and planting equipment that can then use their GPS and computer to apply different quantities to the different areas of the field depending on their conditions and needs. This helps improve sustainability and profitability by ensuring that all inputs are used and less is lost in the environment.

Farmsat is today mostly used to massively generate variable application maps that optimize the quantity of fertilizer needed for the growth of the crops based on the localization in the field.

Farmsat uses satellite image information that is calibrated with information collected in the fields

Farmsat leverages IPC, FP, FCS and ACM technologies

Farmsat® Products (FP)

FP is a map generation engine: based on a field geometry, this engine fetches a small part of a satellite image to retrieve the interesting pixels (in a bounding box). This process achieves great performance by accessing directly to those pixels on disk and avoids opening the entire image file. Then from the bounding box pixels, the pixels that are inside the field boundaries are selected and extended to the limit of the field. Different image processing processes occur, and a base vegetation map is generated (ex: NDVI). Based on this map, other Farmsat Products can be generated (LAI, YPM, Profit map). The key characteristics of FP is that it is built to be very fast and to generate field maps in a couple of 100ms on-demand.

FP is used for R7, Cromptical, Farmsat, Bridge, Agriquest ultimate

Cromptical®

Cromptical is a web application to monitor crop condition on fields and quickly identify fields with normal vegetation growth, above average vegetation growth or below average vegetation growth

Cromptical provides time series of daily vegetation indexes per field and benchmarks these fields against other fields that should be similar

Cromptical also gives users access to field maps build with FP on medium resolution images to have variability information within the fields

Croptical is connected to Croptical-In-field, a mobile scouting app to collect information in the fields with information extracted from Croptical

Croptical uses IPC, FP, FCS and LRI technologies

Field Coverage Service (FCS)

FCS creates indexes with links between fields and medium resolution image with their cloud cover map

When a new image is integrated FCS enables to identify all fields or part of the fields where insight can be generated from this image

When a new field is created, or a field modified, FCS defines the list of images that can be used to generate insights for that field

FCS is built to be very fast

FCS runs with 2 modes: batch and real-time

FCS is used for R7, Croptical, Farmsat, Bridge and Agriquest ultimate

Image Processing Chain (IPC)

IPC automates different operations for the acquisition and processing of medium resolution satellite images:

Automatic detection and download from different data sources based on areas and times of interest, Atmospheric correction to produce top of canopy reflectance, Upscaling of Landsat8 images, Cross calibration of all images from various satellites/sensors to enable coherent information among images from different sensors, Standardization to an unique and proprietary file format, Integration of manual or automatic cloud masking, Integration of the platform.

IPC enable to integrate massive amount of images worldwide and to be scalable for delivering insight based on medium resolution images.

IPC outputs are used by Farmsat, Croptical, Croptical Infield, Bridge, R7, and Agriquest ultimate.

Field Manager / GIS Module

The Field Manager enables to create and edit fields from a web interface. It is built with front-

end and back-end components

The GIS module is embedded in the field manager and is also used separately. It is highly efficient to display, create and edit geographical information

Field manager and GIS module are used in Farmsat, Coptical, R7 and Agriquest. The GIS module is also used in the Coptical-In-Field mobile app

Low Resolution Image (LRI) Processing Chain

LRI is a high speed and scalable platform built with Big Data technologies (Hadoop: Spark, Kafka, HDFS – HDInsight, NoSQL DB: Elasticsearch and Scylla DB) to create a worldwide database of pixels at low resolution and weather data with 14 years of history for the pixels and 30 years of history for the weather data. This database is entirely updated every day. The data volume is today around 200 TB

Two different storages (HDFS and Scylla DB) are used to optimize speed to access the pixels and cost to implement different use cases

The platform enables to produce time series of NDVI or EVI values for fields, daily benchmarking of the fields, and time series of NDVI values for larger areas

Automatic Cloud Masking (ACM)

ACM automatically generates masks for Landsat8 and Sentinel 2A and 2B satellite images which are our major sources of medium resolution images

Cloud, haze and shadow maps (Masks) are key to define which pixels have usable reflectance information (clear pixels)

Research on algorithm for cloud mask is a continuous task and started 20+ years ago. Standard cloud masking processes have been developed by research centers (NOAA, USGS...) but are not robust enough to be used in Geosys high throughput precision ag operations. Therefore cloud mask were to be drawn manually to ensure that no cloud will be used as field information in or services

ACM enables to reduce costs, be more scalable and deliver faster insights based of medium resolution images

Exhibit G

UrtheDaily Improvements Completion Criteria

- UrtheDaily Imagery Data is available with adapted specifications to allow for the GEOSYS Platform to process and deliver the specifications of UrtheDaily Imagery Products (Exhibit A) that include:
 - 5 m resolution images acquired on all landmasses of the earth over 30 degrees North Latitude and under 30 degrees South Latitude every day, and at least every 5 days out of 6 inside the -30 degrees South Latitude to +30 degrees North Latitude
 - Adapted spectral bands
 - Adapted radiometric quality and SNR
 - Adapted angle of view
 - Adapted time of delivery
 - Capacity to manage the necessary Archive imagery as in the specifications of Imagery Products
- Performances at least equal to the UrtheDaily Imagery Products specifications (Exhibit A) and to the best performances attained prior to the Operational Date
- Speed of processing and making the UrtheDaily Imagery Products available in the specified specifications of time of delivery (Exhibit A)
- Scalable platform to manage the full flow of UrtheDaily Imagery Data over the Territory
- Audit and tests on these improvements validated by Winfield

Geosys Consolidated

Closing Statement

	Working Capital as if closing 8/31/2018	Working Capital as of the First Closing
Current Assets	(a)	
Cash & cash equivalents	\$ 990,063	
Trade Accounts Receivable		
Intercompany - WinField	2,216,126	
Other trade, net	1,188,538	
Total trade accounts receivable, net	3,404,664	-
Prepaid Expenses	2,365,684	
Inventory	-	
Notes Receivable	1,275	
Total Current Assets	\$ 6,761,686	\$ -
Purchase Agreement Adjustments		
Less: Cash paid for amounts owed to Vendor	(b) 990,063	
Less: Intercompany SaaS invoiced in excess of delivered	(c) 2,216,126	
Less: Finance receivables	(d) -	
Less: Inventory	(d) -	
Purchase Agreement Adjusted Current Assets	3,555,497	
Current Liabilities		
Accounts Payable		
Trade A/P	\$ 1,134,918	
Microsoft invoice amount payable to Winfield	1,400,400	
President's salary payable	299,971	
Accounts Payable	2,835,289	-
Accrued Expenses		
Deferred income - WinField system development	(e) 62,708	
Deferred income - Other WinField	(f) 2,763,656	
Deferred income - External	846,444	
Other accrued expense	1,113,145	
Total accrued expenses	4,785,953	-
Taxes payable	49,114	
Total Current Liabilities	\$ 7,670,356	\$ -
Purchase Agreement Adjustments		
Less: President's salary payable	(g) 299,971	
Less: Reconditioning reserves	(h) -	
Less: Customer deposits/deferred income	(h) 3,672,808	
Less: Amounts owed to Vendor	(h) 1,400,400	
Purchase Agreement Adjusted Current Liabilities	2,297,177	
Closing Working Capital	1,258,319	
Less: Target Working Capital Amount	(i) 400,000	400,000
Working Capital Excess/(Shortfall)	858,319	
Cash to Vendor (from Vendor)		
Notes:		
(a) Includes the balances of Geosys Group		
(b) Per Section 2.3(e)(i) of Purchase Agreement; if no payments made to Vendor, cash is included in the Closing Working Capital Amount		
(c) Excluded because cash received as payment of invoice is not held by Geosys Group and is not reflected on the cash balance shown		
(d) Per Section 2.3(e)(ii) of Purchase Agreement		
(e) System development and other technology for WinField		
(f) Related to SaaS		
(g) The president is not transitioning with the business and liabilities will remain with Vendor		
(h) Per Section 2.3(e)(iii) of Purchase Agreement		
(i) Based on trailing twelve-month average adjusted debt-free operating working capital		

**AMENDING AGREEMENT
TO PURCHASE AGREEMENT**

THIS AMENDING AGREEMENT is made effective on the 10th day of December, 2018,

AMONG:

LAND O'LAKES, INC., a cooperative association duly incorporated under the laws of the State of Minnesota

(the "**Vendor**")

AND:

URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario

(the "**Purchaser**")

AND:

1185781 B.C. LTD., a body corporate duly incorporated under the laws of British Columbia

(the "**AcquireCo**")

BACKGROUND:

- A. The Vendor, Purchaser and AcquireCo (the "**Parties**") are parties to a purchase agreement (the "**Purchase Agreement**") dated November 6, 2018 pursuant to which the Purchaser, through AcquireCo, wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser, all of the issued and outstanding interests in the capital of certain subsidiaries of the Vendor.
- B. The Parties have agreed to amend the Purchase Agreement as contained herein this Amending Agreement, for the purposes of simplifying closing mechanics prior to the First Closing, and that this Amending Agreement shall be incorporated in and form part of the Purchase Agreement and this Amending Agreement shall now be read and construed with the Purchase Agreement and shall be treated as a part thereof.

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following amendments to the Purchase Agreement:

1. Recital B is hereby deleted and replaced with the following:

"B. As of the date of this Agreement, Geosys LLC and Land O'Lakes Holdings, Inc. are the sole owners of Geosys do Brasil Sistemas de Informacao Agriocola Ltda ("**Geosys Brazil**") and Geosys LLC is the sole member or owner of Geosys Australia Pty ("**Geosys Australia**"), Geosys Europe Sarl ("**Geosys Swiss**"), Geosys-Int'l, Inc. ("**Geosys US**")

and Geosys S.A.S. (“**Geosys France**”) (Geosys Australia, Geosys Brazil, Geosys US, Geosys France, Geosys Swiss and Geosys LLC are, collectively, the “**GEOSYS Group**”)."

2. Recital C is hereby deleted and replaced with the following:

"C. Following the Pre-Closing Reorganization (as defined herein), the Vendor will be the sole member or owner of Geosys LLC and the sole member or owner of Geosys US and Geosys LLC will be the sole member or owner of Geosys France, Geosys Swiss, Geosys Brazil and Geosys Australia."

3. All mention of the words, "the Transferred Subsidiaries", is hereby deleted and replaced with "Geosys US".

4. Section 3.1(f) is hereby deleted and replaced with the following:

"(f) **Title to Purchased Interest.** All interests comprising the Purchased Interest are validly issued and outstanding as fully paid and non-assessable stock in the capital of each legal entity comprising Geosys US and Geosys LLC, respectively. As of the First Closing Date, the Vendor will own all of the Purchased Interest as the record and beneficial owner thereof with good and valid title, free and clear of all Encumbrances other than Permitted Encumbrances. As of the First Closing Date, Geosys LLC will hold all of the outstanding securities of Geosys Australia, Geosys Brazil, Geosys US, Geosys France, Geosys Swiss as the record and beneficial owner thereof with good and valid title, free and clear of all Encumbrances other than Permitted Encumbrances."

5. Section 3.1(cc) is hereby deleted and replaced with the following:

"(cc) **Canadian Tax Matters.** The Vendor acknowledges that, in respect of the indirect acquisition of all of the outstanding securities of Geosys France, Geosys Swiss, Geosys Brazil and Geosys Australia, the Purchaser and its Affiliates intend to implement one or more reorganization transactions following the First Closing Date for the purposes of obtaining a “tax basis bump” pursuant to the provisions of paragraph 88(1)(d) of the ITA (the “**Tax Basis Bump**”) and further represents and warrants that:"

6. Section 5.1(f) is hereby deleted and replaced with the following:

"(f) refrain, and cause each of Geosys France, Geosys Swiss, Geosys Brazil and Geosys Australia to refrain, from undertaking any transaction described in paragraph 88(1)(e) of the ITA or any other action which could reasonably be considered to jeopardize the availability of the Tax Basis Bump;"

7. Sections 5.11(a) and 5.11(b) are hereby deleted and replaced with the following:

"(a) the Vendor shall refrain, and shall cause each of Geosys LLC, Geosys France, Geosys Swiss, Geosys Brazil and Geosys Australia to refrain, from undertaking any transaction described in paragraph 88(1)(e) of the ITA prior to the First Closing Date;

(b) during the period from the date hereof until the First Closing Date, the Vendor shall refrain and shall cause each of Geosys LLC, Geosys France, Geosys Swiss, Geosys Brazil and Geosys Australia and their respective Affiliates to refrain, from taking any

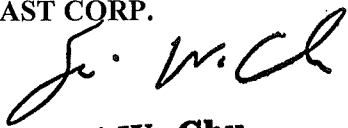
action which could, or could reasonably be expected to, cause any property held by Geosys LLC to be “ineligible property” within the meaning of paragraph 88(1)(c) of the ITA;”

8. Capitalized words in this Amending Agreement shall have the meanings applicable to them in the Purchase Agreement, except where otherwise indicated.
9. Subject to the foregoing the Purchase Agreement shall be unamended and in full force and effect in accordance with its terms.
10. All issues and questions concerning the construction, validity, enforcement and interpretation of this Amending Agreement will be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Laws of the State of New York will control the interpretation and construction of this Amending Agreement, even though under that jurisdiction’s choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.
11. Subject to Section 13.7 of the Purchase Agreement, this Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
12. This Amending Agreement may be executed and delivered in multiple counterparts and by facsimile or PDF, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have duly executed this Amending Agreement as of the day and year first written above.

URTHECAST CORP.

By: 

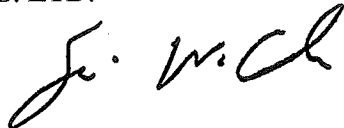
Name:

Sai W. Chu

Title:

Chief Financial Officer

1185781 B.C. LTD.

By: 

Name:

Sai W. Chu

Title:

Chief Financial Officer

LAND O'LAKES, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have duly executed this Amending Agreement as of the day and year first written above.

URTHECAST CORP.

By: _____
Name: _____
Title: _____

1185781 B.C. LTD.

By: _____
Name: _____
Title: _____

LAND O'LAKES, INC.

By: 
Name: Sheilah Stewart
Title: Senior VP, General Counsel and
Assistant Secretary

**SECOND AMENDING AGREEMENT
TO PURCHASE AGREEMENT**

THIS SECOND AMENDING AGREEMENT is made effective on the 11th day of January, 2019,

AMONG:

LAND O'LAKES, INC., a cooperative association duly incorporated
under the laws of the State of Minnesota

(the "**Vendor**")

AND:

URTHECAST CORP., a body corporate duly incorporated under the
laws of the Province of Ontario

(the "**Purchaser**")

AND:

1185781 B.C. LTD., a body corporate duly incorporated under the laws
of British Columbia

(the "**AcquireCo**")

BACKGROUND:

- A. The Vendor, Purchaser and AcquireCo (the "**Parties**") are parties to a purchase agreement dated November 6, 2018, and amended on December 10, 2018 (the "**Purchase Agreement**"), pursuant to which the Purchaser, through AcquireCo, wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser, all of the issued and outstanding interests in the capital of certain subsidiaries of the Vendor.
- B. The Parties have agreed to amend the Purchase Agreement as contained herein this Second Amending Agreement and that this Second Amending Agreement shall be incorporated in and form part of the Purchase Agreement and this Second Amending Agreement shall now be read and construed with the Purchase Agreement and shall be treated as a part thereof.

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following amendments to the Purchase Agreement:

1. Section 2.2 is hereby deleted and replaced with the following:

"2.2 Purchase Price

The total, aggregate consideration payable by the Purchaser, through AcquireCo, to the Vendor and the Interim Owner hereunder for the sale to the Purchaser, through AcquireCo, of the

Purchased Interest and the Acquired Platform Assets and the performance by the Vendor and the Interim Owner of their obligations under this Agreement shall be \$20,000,000 (the “**Purchase Price**”), payable, by wire transfer of immediately available funds to accounts designated by the Vendor, as follows:

- (a) \$5,000,000 of the Purchase Price shall be payable at the First Closing (the “**First Installment**”), which shall be subject to setoff by an amount of \$2,500,000 owing at such time by the Vendor to the Purchaser or AcquireCo, as the case may be, pursuant to the terms and conditions of the Long Term License and Services Agreement;
 - (b) \$5,000,000 of the Purchase Price shall be payable on the date which is nine months following the First Closing (the “**Second Installment**”); and
 - (c) \$10,000,000 of the Purchase Price shall be payable at the Second Closing (the “**Final Installment**”)."
2. Capitalized words in this Second Amending Agreement shall have the meanings applicable to them in the Purchase Agreement, except where otherwise indicated.
 3. Subject to the foregoing, the Purchase Agreement shall be unamended and in full force and effect in accordance with its terms.
 4. All issues and questions concerning the construction, validity, enforcement and interpretation of this Second Amending Agreement will be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Laws of the State of New York will control the interpretation and construction of this Second Amending Agreement, even though under that jurisdiction’s choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.
 5. Subject to Section 13.7 of the Purchase Agreement, this Second Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
 6. This Second Amending Agreement may be executed and delivered in multiple counterparts and by facsimile or PDF, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have duly executed this Second Amending Agreement as of the day and year first written above.

URTHECAST CORP.

By: _____
Name: _____
Title: _____

1185781 B.C. LTD.

By: _____
Name: _____
Title: _____

LAND O'LAKES, INC.

By: _____
Name: _____
Title: _____

**THIRD AMENDING AGREEMENT
TO PURCHASE AGREEMENT**

THIS THIRD AMENDING AGREEMENT TO PURCHASE AGREEMENT (this "Third Amending Agreement") is made effective on the 12 day of Nov., 2019,

AMONG:

LAND O'LAKES, INC., a cooperative association duly incorporated under the laws of the State of Minnesota

(the "Vendor")

AND:

URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario

(the "Purchaser")

AND:

1185781 B.C. LTD., a body corporate duly incorporated under the laws of British Columbia

("AcquireCo")

BACKGROUND:

- A. The Vendor, Purchaser and AcquireCo (the "Parties") are parties to a purchase agreement dated November 6, 2018, and amended on December 10, 2018 and on January 11, 2019 (as so amended, the "Purchase Agreement").
- B. The Parties have agreed: (i) to amend the Purchase Agreement as contained in this Third Amending Agreement, (ii) that this Third Amending Agreement shall be incorporated in and form part of the Purchase Agreement, and (iii) this Third Amending Agreement shall now be read and construed with the Purchase Agreement and shall be treated as a part thereof.

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following amendments to the Purchase Agreement:

- 1. Section 2.2 is hereby deleted and replaced with the following:

"2.2 Purchase Price

The total, aggregate consideration payable by the Purchaser, through AcquireCo, to the Vendor and the Interim Owner hereunder for the sale to the Purchaser, through AcquireCo, of the Purchased Interest and the Acquired Platform Assets and the performance by the Vendor and the Interim

Owner of their obligations under this Agreement shall be \$20,000,000 (the "**Purchase Price**"), payable, by wire transfer of immediately available funds to accounts designated by the Vendor, as follows:

- (a) \$5,000,000 of the Purchase Price shall be payable at the First Closing (the "**First Installment**"), which shall be subject to setoff by an amount of \$2,500,000 owing at such time by Winfield to the Purchaser or AcquireCo, as the case may be, pursuant to the terms and conditions of the Long Term License and Services Agreement;
 - (b) (i) \$4,250,000 of the Purchase Price shall be payable on the earlier of (1) February 14, 2020 and (2) Purchaser's receipt of sufficient funds to enable it, acting commercially reasonably and in accordance with the terms of any sale or financing which raised those funds, as the case may be, to pay such amount in full, whether such funds are secured pursuant to the sale of Deimos Imaging S.L.U. or otherwise, and (ii) \$750,000 of the Purchase Price shall be setoff from the amount owed by Winfield to the Purchaser or AcquireCo, as the case may be, for the January 1, 2020 quarterly installment payment for fees for the Imagery Services and R7 Product Services under the Long Term License and Services Agreement (as defined therein) (collectively, the "**Second Installment**"); and
 - (c) \$10,000,000 of the Purchase Price shall be payable at the Second Closing (the "**Final Installment**")."
2. The Parties acknowledge that the set-off of \$2,500,000 referred to in the amended Section 2.2(a) above has already been completed and paid.
 3. Capitalized words in this Third Amending Agreement shall have the meanings applicable to them in the Purchase Agreement, except where otherwise indicated.
 4. Subject to the foregoing, the Purchase Agreement shall be unamended and in full force and effect in accordance with its terms.
 5. All issues and questions concerning the construction, validity, enforcement and interpretation of this Third Amending Agreement will be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Laws of the State of New York will control the interpretation and construction of this Third Amending Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.
 6. Subject to Section 13.7 of the Purchase Agreement, this Third Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
 7. This Third Amending Agreement may be executed and delivered in multiple counterparts and by facsimile or PDF, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Third Amending Agreement as of the day and year first written above.

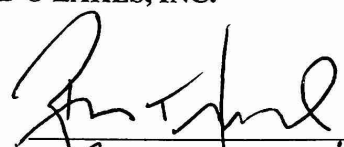
URTHECAST CORP.

By: 
Name: D. Osborne
Title: CEO

1185781 B.C. LTD.

By: 
Name: D. Osborne
Title: Pres.

LAND O'LAKES, INC.

By: 
Name: Richard T. Sward
Title: V.P. Mgr. Int'l

**FIFTH AMENDING AGREEMENT
TO PURCHASE AGREEMENT**

THIS FIFTH AMENDING AGREEMENT TO PURCHASE AGREEMENT (this “**Fifth Amending Agreement**”) is made effective on the 14th day of April, 2020,

AMONG:

LAND O’LAKES, INC., a cooperative association duly incorporated under the laws of the State of Minnesota

(the “**Vendor**”)

AND:

URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario

(the “**Purchaser**”)

AND:

1185781 B.C. LTD., a body corporate duly incorporated under the laws of British Columbia

(“**AcquireCo**”)

BACKGROUND:

- A. The Vendor, Purchaser and AcquireCo (the “**Parties**”) are parties to a purchase agreement dated November 6, 2018, and amended on December 10, 2018, on January 11, 2019, on November 12, 2019 and on March 30, 2020 (as so amended, the “**Purchase Agreement**”).
- B. The Parties have agreed: (i) to amend the Purchase Agreement as contained in this Fifth Amending Agreement, (ii) that this Fifth Amending Agreement shall be incorporated in and form part of the Purchase Agreement, and (iii) this Fifth Amending Agreement shall now be read and construed with the Purchase Agreement and shall be treated as a part thereof.

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following amendments to the Purchase Agreement:

1. Section 2.2(b) is hereby deleted and replaced with the following:

“(b) (i) each of (1) \$3,500,000 of the Purchase Price, together with interest thereon accruing at a rate equal to 10% per annum beginning on May 15, 2020 and accruing until such \$3,500,000 portion is paid , and (2) an additional fee of \$250,000, shall be payable no later than October 1, 2020; (ii) \$750,000 of the Purchase Price shall be setoff from the amount owed by Winfield to the Purchaser or AcquireCo, as the case may be, for the January 1, 2020 quarterly installment payment

for fees for the Imagery Services and R7 Product Services under the Long Term License and Services Agreement (as defined therein); and (iii) another \$750,000 of the Purchase Price shall be setoff from the amount owed by Winfield to the Purchaser or AcquireCo, as the case may be, for the April 1, 2020 quarterly installment payment for fees for the Imagery Services and R7 Product Services under the Long Term License and Services Agreement (collectively, the “**Second Installment**”). For clarity, Winfield shall not setoff any portion of the Purchase Price from the amount owed by Winfield to the Purchaser or AcquireCo, as the case may be, for the July 1, 2020 quarterly installment payment for fees for the Imagery Services and R7 Product Services under the Long Term License and Services Agreement.”

2. The Parties acknowledge that the set-off of \$2,500,000 referred to in Section 2.2(a) of the Purchase Agreement, as amended, and each of the two set-offs of \$750,000 referred to in Section 2.2(b)(ii) and Section 2.2(b)(iii) of the Agreement, as amended in this Fifth Amending Agreement, have already been completed and received by Vendor (via Winfield).
3. Capitalized words in this Fifth Amending Agreement shall have the meanings applicable to them in the Purchase Agreement, except where otherwise indicated.
4. Subject to the foregoing, the Purchase Agreement shall be unamended and in full force and effect in accordance with its terms.
5. All issues and questions concerning the construction, validity, enforcement and interpretation of this Fifth Amending Agreement will be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Laws of the State of New York will control the interpretation and construction of this Fifth Amending Agreement, even though under that jurisdiction’s choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.
6. Subject to Section 13.7 of the Purchase Agreement, this Fifth Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
7. This Fifth Amending Agreement may be executed and delivered in multiple counterparts and by facsimile or PDF, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have duly executed this Fifth Amending Agreement as of the day and year first written above.

URTHECAST CORP.

By: 
Name: Don Osborne
Title: CEO

1185781 B.C. LTD.

By: 
Name: Don Osborne
Title: CEO

LAND O'LAKES, INC.

By: 
Name: Ric Sundal
Title: V.P. Mergers & Acquisitions

This is **Exhibit "C"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020



A Commissioner for taking Affidavits in and for
the Province of British Columbia

INTERIM LICENSE AND SERVICES AGREEMENT

This Interim License and Services Agreement (including all Exhibits hereto, the “**ILSA**”) is effective as of _____ (“**Effective Date**”) by and between Winfield Solutions, LLC, a Delaware limited liability company, with a principal place of business at 4001 Lexington Avenue North, Arden Hills, MN 55126, USA (“**Interim Owner**”) on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at 33-1055 Canada Place Vancouver BC (“**UrtheCast**”) and Geosys-Int’l, Inc. having its principal place of business at 3030 Harbor Lane, Plymouth, Minnesota, 55447, Suite 202, Geosys Australia Pty having its principal place of business at 21 View Point, BENDIGO, Victoria, Australia 3550, Geosys Europe Sarl having its principal place of business at 1B rue des Vignerons, Morges, Switzerland, Geosys S.A.S. having its principal place of business at ZAC de Balma Vidailhan – 2 rue Joseph Hubert B-Park – 31130 Balma France (“**GEOSYS France**”), and Geosys do Brasil sistemas de Informacao Agriocola Ltda having its principal place of business at Building 214, Avenida Jose Rocha Boafim, Praca Capital, Baierro Santa Genebra, Campinas, Brazil (individually each such GEOSYS entity is a “**GEOSYS Entity**,” and, collectively, the “**GEOSYS Entities**” and together with UrtheCast, the “**UrtheCast Entities**”) on the other hand. The UrtheCast Entities are together (or individually when applicable) a “**party**”, and Interim Owner is also a “**party**”, and each applicable party comprises the “**parties**.”

RECITALS

WHEREAS, under a Purchase Agreement dated November 6, 2018 by and among Land O’Lakes, Inc., 1185781 B.C. LTD. (“**AcquireCo**”) and UrtheCast (the “**Purchase Agreement**”), UrtheCast is purchasing, through AcquireCo, its wholly owned subsidiary, all of the issued and outstanding equity in the capital of GEOSYS International, Inc., Geosys Australia Pty, Geosys do Brasil sistemas de Informacao Agriocola Ltda and Geosys Technology Holding LLC, which in turn, holds all of the issued and equity capital in Geosys Europe Sarl and is the sole member of GEOSYS France, on the terms and subject to the conditions contemplated by the Purchase Agreement (the “**First Transaction**”);

WHEREAS, UrtheCast, through AcquireCo, wishes to purchase from the Interim Owner the Acquired Platform Assets, on the terms and subject to the conditions contemplated by the Purchase Agreement (the “**Second Transaction**”);

WHEREAS, during the period between the First Transaction and the Second Transaction, Interim Owner will license certain technology and provide certain services relating thereto used in the Business, subject to the terms and conditions of this Agreement;

WHEREAS, simultaneously herewith UrtheCast, Deimos Imaging S.L.U., GEOSYS France and Winfield Solutions, LLC are entering into a Long Term License and Services Agreement (the “**Long Term Agreement**”).

NOW, THEREFORE, in consideration of the covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the parties, by their authorized signatures below, hereby agree to the terms and conditions set forth herein.

ARTICLE I DEFINITIONS; INTERPRETATION

1.1. Definitions. The following capitalized terms have the meanings set forth next to them when used in this Agreement.

(a) **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **“Control,”** for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or otherwise having the right, either by contract or otherwise, to control the operation, management or policy of the subject entity.

(b) **“Agreement”** means the ILSA and all SOWs, or, where used in the context of one SOW, means such SOW and the ILSA.

(c) **“Business Partner”** means a legal entity or individual that desires access to the GEOSYS Products in connection with its respective business, such as retailers and their farmer customers, in connection with the Business Use.

(d) **“Change of Control”** means the occurrence of (if over time, in any consecutive 12 month period), or the Person’s board or manager(s) votes to approve: (i) any consolidation or merger of the Person pursuant to which the stockholders or owners of the Person immediately before the transaction do not retain immediately after the transaction, in substantially the same proportions as their ownership of shares of the Person’s voting interests immediately before the transaction, direct or indirect beneficial ownership of more than 50% of the total combined voting power of the outstanding voting interests of the surviving business entity; (ii) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Person other than any sale, lease, exchange or other transfer to any company where the Person owns, directly or indirectly, 100% of the outstanding voting interests of such company after any such transfer; (iii) the direct or indirect sale or exchange in a single or series of related transactions by the stockholders or owners of the Person of more than 50% of the voting interests of the Person; or (iv) any change to the direct or indirect control of more than 50% of the voting interests of the Person or the granting of the right, either by contract or otherwise, to control the operation, management or policy of the Person.

(e) **“Claim”** means any claim, action, suit, proceeding, arbitration, or governmental or regulatory authority investigation.

(f) **“Connecting APIs”** means any Software application programming interface between, or functioning to permit the connection of, any of the Second Generation GEOSYS Products and the Second Generation R7 Product, and any iterations thereof, and all Intellectual Property Rights therein.

(g) **“Disabling Code”** means a piece of computer code intentionally inserted by the developer of the computer program in question for the purpose of interfering with a party’s use of such computer program, restricting either party from accessing data files or causing a material termination of the functionality of such computer program upon either the occurrence of a specified event or upon invocation by the person or entity who inserted the Disabling Code.

(h) **“Exhibit”** means an exhibit to this ILSA, each of which is incorporated by reference herein.

(i) **“GEOSYS Developments”** means the GEOSYS Products Developments and the GEOSYS R7 Developments, as applicable.

(j) **“GEOSYS Products”** means all of the Software and other materials relating to the GEOSYS Entities’ products described in Exhibit A (GEOSYS Products) attached hereto, as updated and further developed throughout the Term hereunder and under the Long Term Agreement (including the Second Generation GEOSYS Products and as updated by the GEOSYS Products Developments under this Agreement and the Long Term Agreement).

(k) **“GEOSYS Products Developments”** means, as generated during the Term under this Agreement and, if this Agreement is terminated early, generated during the Ramp-Down Period, any and all Improvements to the GEOSYS Products after the Effective Date including each iteration of the Second Generation GEOSYS Products and any Connecting APIs developed at an UrtheCast Entities’ sole expense after the Effective Date, and all Intellectual Property Rights therein, but specifically excluding the GEOSYS R7 Developments.

(l) **“GEOSYS R7 Developments”** means, as generated during the Term under this Agreement, Connecting APIs paid for by Winfield any and all other Improvements to the R7 Product after the Effective Date including each iteration of the Second Generation R7 Product, and all Intellectual Property Rights therein, but specifically excluding the Connecting APIs developed at an UrtheCast Entities’ sole expense after the Effective Date.

(m) **“Improvements”** means any and all error corrections, bug fixes or patches, improvements, corrections, revisions, modifications, customizations, updates, upgrades, enhancements, new versions, derivative works and any other derivatives, and any other developments, including any development that customizes, enhances, or changes existing functionality including the creation of any new application program interfaces, alternative user interfaces or the extension of data structures and any development that adds new and independent functionality.

(n) **“Intellectual Property Rights”** means all intellectual property and proprietary rights of every kind and nature now or hereafter recognized in any country or jurisdiction in the world and however designated, whether arising by operation of Laws, contract, license or otherwise, and whether registered or otherwise, including all (i) copyrights and other rights associated with works of authorship, including without limitation all exclusive exploitation rights, moral rights and mask-works, (ii) trademarks, trade names, logos and service marks, (iii) trade secrets and know-how, (iv) patents, designs and algorithms, and (v) all registrations, applications, renewals, extensions, continuations, divisions or reissues of any of the foregoing, now or hereafter recognized in any country or jurisdiction in the world.

(o) **“Interim Owner Network”** means the network, information or communication systems (including Software, hardware, equipment, and IT systems) owned or licensed from a third party by Interim Owner or its Affiliates.

(p) **“Laws”** means all applicable federal, state, provincial, regional, territorial, local and other laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof.

(q) **“Losses”** means any and all losses, liabilities (including settlements and judgments), damages, sanction, fines, penalties, interest and claims (including taxes), deficiencies, and all related costs and expenses (including court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of investigation, litigation or other proceedings or of any claim, default or assessment).

(r) **“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

(s) **“Moral Rights”** means any right to claim authorship of a work, any right to be associated with a work as its author, any right to remain anonymous, and any right to the integrity of a work, or to restrain or claim damages in respect of distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not prejudicial to the author’s honor or reputation, and any similar or neighboring right existing under common or statutory law of any country, province or state in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right” or “droit moral.”

(t) **“Open Source Software”** means any software, programming, or other intellectual property that is subject to (x) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses or (y) any agreement with terms requiring any intellectual property owned or licensed by Interim Owner or its Affiliates to be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable.

(u) **“Person”** includes any individual, corporation, limited liability company, unlimited liability company, body corporate, partnership, limited partnership, limited liability partnership, firm, joint venture, syndicate, association, capital venture fund, trust, trustee, executor, administrator, legal personal representative, estate, government, governmental agency and any other form of entity or organization, whether or not having legal status.

(v) **“Personnel”** means a party’s Affiliates and third party subcontractors (which could include its Affiliates) and its and their respective employees, agents, contractors, and representatives.

(w) **“Platform Separation”** means completion of development and acceptance testing under the Development Plan for separation of the GEOSYS Products and R7 Product into separate platforms and products, resulting in a new Second Generation R7 Product and a new Second Generation GEOSYS Products in each case approved by Interim Owner.

(x) **“R7 Product”** means all of the Software and other materials relating to the R7 product described in Exhibit B (R7 Product) attached hereto, as updated and further developed throughout the Term hereunder and under the Long Term Agreement (including the Second Generation R7 Product and as updated by the GEOSYS R7 Developments under this Agreement and the Long Term Agreement).

(y) **“Second Generation GEOSYS Products”** means the new separate product that is developed based on the GEOSYS Products as of the Effective Date and is the result of the development under this Agreement and the Long Term Agreement as approved by Interim Owner.

(z) **“Second Generation R7 Product”** means the new separate product that is developed based on the R7 Product as of the Effective Date and is the result of development under this Agreement and the Long Term Agreement as approved by Interim Owner.

(aa) **“Service Levels”** means the specified levels of service set forth in this Agreement.

(bb) **“Service Provider”** means each of the applicable UrtheCast Entity and Interim Owner as a provider of services to the other party hereunder.

(cc) **“Service Recipient”** means each of the applicable UrtheCast Entity and Interim Owner as a recipient of the other party’s services hereunder.

(dd) **“Software”** means all source code and object code and all documentation pertaining thereto including functional specifications, object libraries, design documentation, technical documentation, statements of principles of operations, schematics, programmers’ guides and other materials that collectively are reasonably sufficient to permit a reasonably skilled computer programmer to understand the design, structure and implementation of the Software, to maintain, modify and implement such Software and to enable a professional writer to write documentation and help files for the Software, in each case without assistance from the developing party.

1.2. Other Defined Terms. In addition to the terms defined in Section 1.1, the following terms shall have the respective meanings assigned thereto in the Sections indicated below:

Defined Term	Section
Acquired Platform Assets	Purchase Agreement
Annual Base Cap	8.3(b)
Business	Purchase Agreement
Business Use	2.2(b)
Business Use License	2.2
Confidential Information	6.1
Contract Year	Long Term Agreement
Development Plan	3.4(a)
Development Manager	3.4(c)(i)
Disclosing Party	6.1
Effective Date	Preamble
First Transaction	Recitals

Defined Term	Section
Force Majeure Event	4.9
GEOSYS Entity/GEOSYS Entities	Preamble
GEOSYS France	Preamble
ILSA	Preamble
Indemnified Group	8.1
Interim Owner	Preamble
Joint Development Committee or JDC	3.4(c)(ii)
Liability Exceptions	8.3(c)
Licenses	2.1
Long Term Agreement	Recitals
Notice of Election	8.2(a)
Ongoing Services	3.1
party or parties	Preamble
Platform Separation and UrtheDaily Improvements License	2.3
Purchase Agreement	Recitals
Ramp-Down Period	9.4(d)
Receiving Party	6.1
Second Closing	Purchase Agreement
Second Closing Outside Date	Purchase Agreement
Second Transaction	Recitals
Statement of Work; SOW	3.2
Taxes	5.1

Defined Term	Section
Term	9.1
UrtheCast	Preamble
UrtheCast Entities	Preamble
UrtheDaily Constellation	Long Term Agreement
UrtheDaily Imagery Data	Long Term Agreement
UrtheDaily Improvements Completion	Long Term Agreement
Warranty Period	7.2(a)
Winfield	Long Term Agreement

1.3. Interpretation. This Agreement will be governed by the following rules of construction, unless otherwise specified by this Agreement: (a) words of one gender will be deemed to include words of other genders; (b) any reference to an Article, Section, or Exhibit is a reference to an Article, Section or Exhibit of this ILSA or the applicable SOW, as the case may be, unless specifically indicated to the contrary; (c) the terms “hereof,” “hereby,” “hereto,” “hereunder” and similar terms will refer to this Agreement as a whole; (d) the word “including” and words of similar import mean “including, without limitation” and “including, but not limited to”; (e) the headings contained herein are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement; (f) this Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted; (g) all references to “dollars” or “\$” refer to United States dollars; and (h) all references to “days” mean calendar days unless stated to be business days. Notwithstanding that a particular UrtheCast Entity is specified as having the obligation to perform herein, the UrtheCast Entities are jointly and severally liable for performance hereunder.

ARTICLE II LICENSES

2.1. Licenses. Subject to the terms and conditions of this Agreement, Interim Owner grants to the UrtheCast Entities severally as set forth below the following non-exclusive, royalty-free, non-transferable rights, without the right to sublicense except the expressly permitted rights below, during the Term (collectively, the “**Licenses**”):

- (a) the Business Use License; and

(b) the Platform Separation and UrtheDaily Improvements License.

2.2. Business Use License. The “**Business Use License**” is a license and right to the UrtheCast Entities to:

(a) continue to have the GEOSYS Products installed on servers hosted and managed by the applicable UrtheCast Entity;

(b) perform and activate the processing capabilities of the GEOSYS Products, load, execute, access, employ the GEOSYS Products, display information resulting from such capabilities to the extent necessary to conduct the Business and do all other things necessary to conduct the Business as it was conducted as of the Effective Date (the “**Business Use**”) including to:

i. use the GEOSYS Products to perform per the contracts between the applicable GEOSYS Entity and its current Business Partners;

ii. market and sell new or renewal licenses and services to existing and potential Business Partners to access and use (only on a hosted basis) the hosted GEOSYS Products (which includes the right for Business Partners to further grant licenses to access and use to their end users Business Partners for such use); provided, however, that in each case such sublicenses contain provisions no less protective than the terms of this Agreement with respect to the GEOSYS Products, or correspond to similar licenses granted in the Business prior to the Effective Date including termination at the end of the Ramp-Down Period (if applicable); and

iii. modify and make derivative works of the GEOSYS Products for purposes of error correction, maintenance and upgrading the GEOSYS Products; provided that all such modifications and derivatives are GEOSYS Products Developments assigned to Interim Owner hereunder.

For clarity, the Business Use License does not include any rights to the R7 Product.

2.3. Platform Separation and UrtheDaily Improvements License. The “**Platform Separation and UrtheDaily Improvements License**” is a license and right to the applicable UrtheCast Entity to:

(a) continue to have installed the GEOSYS Products on servers hosted and managed by the applicable UrtheCast Entity in the United States of America in order to perform under subsection (c);

(b) access and use the R7 Product hosted by the applicable UrtheCast Entity under the Long Term Agreement in order to perform under subsection (c); and

(c) modify and make derivative works of, and develop, the GEOSYS Products and R7 Product for the purposes of (i) fully separating the GEOSYS Products and the R7 Product into separate products, and (ii) meeting the requirements necessary to handle the expected volume of UrtheDaily Imagery Data from the UrtheDaily Constellation, as further described in Section 3.4, which efforts would result in a new Second Generation R7 Product and new Second Generation GEOSYS Products, in each case which include the features and functionality set forth in Exhibit C (Development Plan Framework).

2.4. Copies. The applicable UrtheCast Entities may make copies of the GEOSYS Products as

necessary to conduct the Business under the Business Use License, including for the development platform, test platform, pre-production platform, and production platforms, and on an as needed basis of the GEOSYS Products only for backup, archival, disaster recovery, and disaster recovery testing purposes consistent with the applicable UrtheCast Entity's data retention policies and business continuity procedures. On each such copy of the GEOSYS Products, the applicable UrtheCast Entity shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the GEOSYS Products made or received by the UrtheCast Entities can be used only as permitted under this Agreement. At any time within ten (10) days after Interim Owner's written request, the UrtheCast Entities shall inform Interim Owner of the number and location of all copies of the GEOSYS Products made or received by the GEOSYS Entities. Any rights to copy the R7 Product are specified in the Long Term Agreement.

2.5. Source Code. Without limiting the other terms in this Article II, the UrtheCast Entities recognize and acknowledge that whenever they receive source code from Interim Owner, they shall maintain the confidentiality of such source code and use it solely for the applicable License. The UrtheCast Entities agree to use reasonable safeguards to (i) hold all such source code in the strictest confidence and (ii) ensure that their respective Personnel do not disclose such source code to any person, firm or corporation or to use it except as only necessary in use of the Licenses. The foregoing does not expand the Licenses.

2.6. Delivery. The UrtheCast Entities acknowledge that the applicable UrtheCast Entity has a master copy of all of the GEOSYS Products and R7 Product, and no delivery thereof is required hereunder.

2.7. Restrictions on Use. The UrtheCast Entities shall not sublicense, license, sell, lease, rent, assign, transfer or otherwise make the GEOSYS Products and R7 Product available to third parties (except as expressly set forth in the Business Use License and for the applicable UrtheCast Entity's authorized Personnel). Interim Owner reserves all rights not granted herein. Without limiting the generality of the foregoing, the UrtheCast Entities shall not, and shall not permit any of their Personnel or any third party to: (a) copy (except as permitted above), translate, disassemble, decompile, reverse-engineer, or attempt to create the source code from object code for, the GEOSYS Products and R7 Product; (b) modify or make any derivative works of any GEOSYS Products and R7 Product except as expressly granted in the Licenses and Long Term Agreement and all such modifications and derivative works are the applicable GEOSYS Developments; (c) use any GEOSYS Products and R7 Product to knowingly transmit any content, data or information that is unlawful, defamatory, or invasive of another's privacy right or right of publicity or infringes any intellectual property rights; (d) knowingly interfere with or disrupt the Interim Owner Network; or (e) use GEOSYS Products and the R7 Product in the operation of a service bureau, outsourcing or time-sharing service except as expressly permitted in the Business Use License.

2.8. Ownership of all GEOSYS Developments.

(a) All GEOSYS Developments, and all Intellectual Property Rights therein, will be solely owned by Interim Owner. Interim Owner will be deemed to be the author and inventor of the GEOSYS Developments immediately upon their creation, authoring, development or invention under applicable Laws. Nothing in this Agreement will grant to the UrtheCast Entities any right, title or interest in or to the GEOSYS Products and R7 Product. The UrtheCast Entities

shall not, during the Term, seek to register anywhere in the world any intellectual property rights owned by Interim Owner, including those intellectual property right related to the GEOSYS Products and R7 Product. The foregoing does not alter the terms of (a) the Purchase Agreement, which provides for the assignment of the Acquired Platform Assets to AcquireCo on the Second Closing (as such term is defined in the Purchase Agreement), if the Second Closing occurs, or (b) the Long Term Agreement.

(b) The GEOSYS Developments that are copyrightable will be deemed “works made for hire” under the U.S. Copyright Act or equivalent foreign Law. Without limiting the foregoing, the UrtheCast Entities, for themselves and their Personnel, will and hereby do, without further consideration, assign, transfer and convey to Interim Owner (both present and future), effective immediately on the authoring, creation, invention or development of the GEOSYS Developments, all right, title and interest whatsoever throughout the world in and to the GEOSYS Developments, including all Intellectual Property Rights therein.

(c) The UrtheCast Entities shall take all actions required under applicable Law to ensure that they acquire all available rights in the GEOSYS Developments, including all Intellectual Property Rights therein, from their Personnel to ensure full rights as stated in this Article II can be granted to Interim Owner. To the extent any of the UrtheCast Entities’ (including any Personnel’s) rights in any GEOSYS Developments, including any Moral Rights, are not capable of assignment under applicable Law, the UrtheCast Entities hereby irrevocably and unconditionally waive all such rights, including all enforcement of such rights, to the maximum extent permitted under applicable Law, and shall ensure that their Personnel shall too. Within fifteen (15) business days follow receipt of a written request from Interim Owner, the UrtheCast Entities shall provide documentary evidence to Interim Owner that such non-assignable Intellectual Property Rights have been waived by all applicable UrtheCast Entities, and their Personnel, to the maximum extent permitted under applicable Law. The UrtheCast Entities hereby agree that if Interim Owner is unable, for any reason, to secure any of the UrtheCast Entities’ signature or action to do any of the requirements in this Article II within fifteen (15) business days after receipt by the UrtheCast Entities of a written request to do the same (which such request will reference this Section), then Interim Owner will send the UrtheCast Entities a second written request. If within five (5) business days of receipt of such second written request, the UrtheCast Entities have not acted in accordance with the foregoing, then the UrtheCast Entities will irrevocably appoint, and the UrtheCast Entities hereby irrevocably designate and appoint, Interim Owner their agent and attorney-in-fact to act for and on their behalf as necessary to execute, register and file any applications, and to do all other lawfully permitted acts, to further the assignment, registration, prosecution, issuance and enforcement of the Intellectual Property Rights in the GEOSYS Developments with the same legal force and effect as if executed, registered and filed by the UrtheCast Entities.

(d) The applicable UrtheCast Entity will at the end of predefined time points or milestones, deposit all then-current GEOSYS Developments to an FTP location provided by Interim Owner. Without limiting the generality of the foregoing, the applicable UrtheCast Entity shall, promptly as developed, provide Interim Owner with all of the Software for all GEOSYS Developments. Such Software shall be sufficient to allow a reasonably knowledgeable and experienced programmer to maintain and support such GEOSYS Developments and the user documentation for such GEOSYS Developments shall accurately describe in terms understandable by a typical end user the functions and features of such GEOSYS Developments

and the procedures for exercising such functions and features.

2.9. Prosecution and Enforcement. During the Term, if Interim Owner is notified in writing or becomes aware of any unauthorized or infringing use of the GEOSYS Products or R7 Product, or any element or part thereof, Interim Owner shall elect, in its sole and absolute discretion, to take or not to take action against any infringing party, and shall promptly give the UrtheCast Entities reasonably detailed notice of the unauthorized or infringing use, together with notice of its election. The UrtheCast Entities shall cooperate in any such action, including by agreeing to be named as a party to the action. The UrtheCast Entities shall provide reasonable assistance to Interim Owner in all respects for such claims, at Interim Owner's expense. The institution and conduct of litigation, the selection of and communication with attorneys, and the settlement of litigation and claims affecting the foregoing Intellectual Property Rights shall be entirely within the sole discretion of Interim Owner. In the event any action in relation to any unauthorized or infringing use of the GEOSYS Products, or any element or part thereof, results in the payment of monetary damages or settlement to Interim Owner during the Term, such monetary damages or settlement, to the extent they relate solely to the GEOSYS Products (and not to the R7 Product) shall, after deduction for all costs and expenses incurred in connection with any such action, be held in escrow for the benefit of AcquireCo and shall be assigned to AcquireCo at the Second Closing (if it occurs, otherwise it shall be released to Interim Owner on termination of the Purchase Agreement). In the event any action in relation to any unauthorized or infringing use of the R7 Product, or any element or part thereof, results in the payment of monetary damages or settlement to Interim Owner, the parties agree that Interim Owner shall be solely entitled to such monetary damages or settlement.

2.10. Open Source Software. Notwithstanding anything to the contrary herein, the UrtheCast Entities shall be solely responsible for: (a) complying with any and all applicable licenses regarding Open Source Software including the Open Source Software identified in Schedule 3.1(p) of the Purchase Agreement and (b) determining an appropriate manner (including in compliance with the applicable Open Source Software licenses) to link to, embed, incorporate, distribute or otherwise use ("Use") the Open Source Software listed on said Schedule 3.1(p), which Open Source Software the UrtheCast Entities acknowledge and agree that the Interim Owner shall have no obligation hereunder or otherwise to include with the GEOSYS Products licensed hereunder and that any Use of such Open Source Software (including in connection with the GEOSYS Products) shall be the sole responsibility of the UrtheCast Entities. Notwithstanding anything to the contrary in this Agreement (including Article VIII below), neither the UrtheCast Entities or Interim Owner shall have any obligation to defend, indemnify or hold harmless the other party or its Personnel, officers or directors from or against any Claim by a third party which arises out of or in connection with this Section 2.10 and challenges the Intellectual Property Rights of either the UrtheCast Entities or Interim Owner, whichever applies, in the Geosys Products.

ARTICLE III SERVICES

3.1. Ongoing Services. Interim Owner (for itself and its Affiliates) shall use reasonable efforts to provide to the applicable UrtheCast Entity any consultative/transition services requested by the applicable UrtheCast Entity (the "**Ongoing Services**") in the same manner in all material respects, and with the same relative priority in all material respects, as Land O'Lakes,

Inc. and Interim Owner provided such Ongoing Services to the applicable UrtheCast Entity, on the one hand, and its other Affiliates, on the other hand prior to the Effective Date for the period prior to December 31, 2018. Notwithstanding anything to the contrary herein, Interim Owner shall not be required to provide Ongoing Services beyond a level sufficient to support the applicable UrtheCast Entity's continued operation of the Business as conducted as of the Effective Date plus normal growth of such operations during such period (but Interim Owner shall not be required to expand its facilities or otherwise incur any material capital cost to support the applicable UrtheCast Entity's growth). Interim Owner shall have no obligation to provide Ongoing Services for any growth beyond normal growth of the Business or beyond such period.

3.2. SOWs. In the event that the applicable UrtheCast Entity desires consulting services from Interim Owner, such services will be described in written statements of work incorporating by reference the terms of this ILSA and executed by all of the parties (each, together with all schedules and attachments thereto, a “**Statement of Work**” or “**SOW**”). Neither party will be obligated to perform under any Statement of Work until such Statement of Work is fully signed by authorized representatives of each party. Provisions in a Statement of Work only will have effect with respect to such Statement of Work, and will not affect any other Statement of Work. If the provisions of a Statement of Work conflict with the provisions of this ILSA, the provisions of this ILSA will prevail except to the extent that the Statement of Work expressly states that it supersedes the conflicting provision(s) of this ILSA (and in such case, only with respect to services to be performed under such Statement of Work).

3.3. Conduct of Business. The UrtheCast Entities shall conduct the Business in the same manner in all material respects, and with the same relative priority in all material respects, as the GEOSYS Entities conducted the Business prior to the Effective Date.

3.4. Platform Separation and UrtheDaily Improvements Completion.

(a) Development Plan. Within ninety (90) days following the Effective Date (which may be extended by agreement of the parties), the parties shall develop and finalize a development plan to govern the applicable UrtheCast Entity's development of (i) the separated platforms for the GEOSYS Products and R7 Product, and (ii) the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data, and outlining each party's respective obligations with respect to such development, consistent with the development plan framework set forth in Exhibit C (Development Plan Framework) (the “**Development Plan**”). The Development Plan shall contain additional detail regarding each party's obligations with respect to the development. Pursuant to the Development Plan:

i. the applicable UrtheCast Entity shall develop the GEOSYS Developments necessary to (A) accomplish the Platform Separation in accordance with the criteria set forth in Exhibit C (Development Plan Framework) by the Second Closing Outside Date and (B) develop the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data in accordance with the criteria set forth in Exhibit G (UrtheDaily Improvements Completion Criteria) to the Long Term Agreement (which may or may not occur before the Second Closing); and

ii. Interim Owner shall be primarily responsible for testing the iterations of separation and approving the Second Generation GEOSYS Products and Second Generation R7 Product, and, together with the applicable UrtheCast Entity, each acting

reasonably and in good faith, the Platform Separation and the UrtheDaily Improvements Completion (however acceptance of the Second Generation R7 Product is solely by Interim Owner).

(b) Updates. During the Term, the applicable UrtheCast Entity agrees to provide Interim Owner with updates periodically with respect to the Platform Separation and other developments.

(c) Joint Development Committee.

i. Within thirty (30) days following the Effective Date, each party will appoint (and notify the other party of the identity of) a senior representative having an understanding of Software development issues to act as its Development Manager under this Agreement and the Long Term Agreement with respect to Platform Separation and the developments to accomplish the UrtheDaily Improvements Completion (each a “**Development Manager**”). The Development Managers will serve as the contact point between the parties for the purpose of separation and further development of the GEOSYS Products and R7 Product and will be primarily responsible for: (a) facilitating the flow of information and otherwise promoting communication, coordination and collaboration between the parties with respect to development; (b) providing single point communication for seeking consensus between the parties regarding development; and (c) raising disputes in a timely manner. Each party may replace its Development Manager on written notice to the other party.

ii. Within thirty (30) days following the Effective Date, the parties will establish a joint development committee to coordinate the parties’ activities under this Agreement and the Long Term Agreement with respect to Platform Separation and the developments to accomplish the UrtheDaily Improvements Completion (“**Joint Development Committee**” or “**JDC**”). The Joint Development Committee will operate to facilitate discussions and ensure effective planning and coordination, including for testing, for all development efforts.

iii. The parties shall each appoint an equal number of members to the Joint Development Committee, but in any event no less than two (2) members per each party. For clarity, each party may designate its Development Manager as one of its Joint Development Committee members. The parties shall each designate one of their appointees to serve as Co-Chairmen of the Joint Development Committee. Either party may substitute in its sole discretion its members of the Joint Development Committee from time to time upon written notice to the other party, provided, however, that, without limiting the generality of the foregoing, a key objective with respect to membership in the Joint Development Committee shall be preserving continuity.

iv. The Joint Development Committee shall be responsible for managing the following activities under this Agreement:

A. the planned roadmap and costs involved for both for Platform Separation and for further development of the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data;

B. each party's contribution to, and performance of, the Platform Separation as specified in the Development Plan, including performing per schedule;

C. the UrtheCast Entities' performance of further development of the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data as specified in the Development Plan, including performing per schedule;

D. reviewing and testing of each iteration of the GEOSYS Products and R7 Product as they are separated per the Development Plan and further developed to function and be compatible with the UrtheDaily Imagery Data, including each iteration of the Second Generation GEOSYS Products and Second Generation R7 Product;

E. reviewing, approving and, as necessary, amending, the Development Plan; and,

F. any other matters deferred to the Joint Development Committee in accordance with this Agreement.

v. The Joint Development Committee shall hold meetings on a regular basis, but no less than once per quarter. The first meeting of the Joint Development Committee shall be held as soon as reasonably practicable, but in any event no later than sixty (60) days following the Effective Date. Joint Development Committee meetings shall take place in form of meetings in person or via video conferences or telephone conferences. Unless otherwise agreed to by the Joint Development Committee, the location of the in person committee meetings shall alternate between the parties' offices. Each member of the Joint Development Committee shall have the right to call an extraordinary meeting of the Joint Development Committee upon at least five (5) days written notice to discuss any issues that a party reasonably believes must be addressed prior to the next regularly scheduled meeting. Minutes of the Joint Development Committee shall be transcribed and issued within thirty (30) days after each meeting by a secretary appointed by the Co-Chairmen, and shall be approved as the first order of business at the immediately succeeding committee meeting.

vi. Each party shall bear its own costs associated with its participation on the Joint Development Committee, including all travel and living expenses.

vii. The Joint Development Committee shall operate by unanimous vote and such decisions shall be binding on the parties. If a unanimous decision cannot be reached as to any issue related to development, the Joint Development Committee shall escalate such decision to the Co-Chairmen of the Joint Development Committee for resolution, effective as of the day immediately after the date of the Joint Development Committee meeting at which unanimous decision could not be reached as to such issue. If the Co-Chairmen do not resolve the issue within sixty (60) days of the date of such escalation, Interim Owner shall have the casting vote and final decision right for Platform Separation, and with respect to the developments for functionality and compatibility with

the UrtheDaily Imagery Data, Interim Owner shall have the casting vote and final decision right for the R7 Product and UrtheCast shall have the casting vote and final decision right for the GEOSYS Products. For clarity, the Joint Development Committee shall not have the authority to independently amend the terms and conditions of this Agreement.

3.5. Timelines for Performance. For each service where dates for performance are specified in an SOW or this ILSA, the party performing will complete the applicable deliveries and services in accordance with the specified timelines. If the performing party fails to meet a timeline, such party will promptly notify the other party and, at its expense to the extent such delay is not excused by Section 3.6, control and minimize such delay, including by assigning additional resources and take appropriate action to prevent such delay from resulting in further services or deliverables being delayed.

3.6. Savings Clause. Each party's failure to perform its responsibilities under this Agreement will be excused on a day by day basis if and to the extent such party's non-performance is directly caused by the failure of the other party or its Personnel to perform the other party's obligations under this Agreement. The party seeking the excuse from performance shall promptly notify the other party when it becomes aware that a failure of the other party or its Personnel will cause, or has caused, a failure by the notifying party in performing, and the parties shall work together to prevent or circumvent such failure(s).

3.7. Compliance with Laws. Each Service Provider will perform their respective services hereunder in accordance with all applicable Laws.

3.8. Change Control. Any changes to this Agreement are subject to the terms of Section 10.1. Either party may request a change to an SOW by providing a project change request to the other party. The receiving party shall have ten (10) days to respond to each such proposed change, and the parties shall negotiate the terms in good faith in a timely manner.

3.9. Acceptance Procedure. The parties will follow the acceptance procedures in Exhibit E (Acceptance Procedure) with respect to all GEOSYS Developments including each iteration of the Second Generation GEOSYS Products and the Second Generation R7 Product.

3.10. Governance. During the Term, in addition to the JDC, representatives of the parties will meet periodically to discuss matters arising under this Agreement, including any such meetings provided for in this Agreement. Each party will bear its own costs in connection with the attendance and participation of such party's representatives in such meetings.

ARTICLE IV ADDITIONAL SERVICE OBLIGATIONS

4.1. Service Provider Personnel. Service Provider will assign sufficient Service Provider Personnel to provide the applicable services hereunder and such Service Provider Personnel will possess suitable competence, skill, experience, and qualifications and will be properly educated and trained for the services they are to perform. Service Provider will provide direction to its Service Provider Personnel performing services and will ensure that its Service Provider Personnel comply with all applicable terms and conditions of this Agreement while they are performing services.

4.2. Replacement of Service Provider Personnel. In the event that Service Recipient

determines in good faith and not for an unlawful purpose that the continued assignment to Service Recipient of any individual Service Provider Personnel is not in the best interests of Service Recipient, then Service Provider will, as soon as possible, permanently remove and replace such Service Provider Personnel with an individual of suitable ability and qualifications, without cost to Service Recipient. In such event, Service Recipient will not be obligated to pay any charges or other fees relating to the replacement of such Service Provider Personnel, including any training or other knowledge transfer activities or overlaps in periods of employment. Nothing in this provision will operate or be construed to limit Service Provider's responsibility for the acts or omissions of the Service Provider Personnel, or be construed as joint employment.

4.3. Service Recipient Policies. Service Provider will ensure that Service Provider Personnel, while assigned to provide services or otherwise visiting or accessing Service Recipient's or its Affiliates' facilities will (a) comply with Service Recipient's, or the appropriate Service Recipient Affiliate's, then-current environmental, health, safety, and security policies and procedures and other rules and regulations applicable to Service Recipient or Service Recipient Affiliate personnel at those facilities; provided, however, that any such policies, procedures, rules and regulations: (i) are reasonable, (ii) comply with applicable Law, provided that the Service Provider shall also be obligated to comply with policies that are more stringent than applicable Law, and (iii) are brought to Service Provider's attention, (b) comply with reasonable requests of Service Recipient pertaining to personal and professional conduct, (c) attend workplace training offered by Service Recipient at Service Recipient's request; provided, however, that Service Recipient reimburses Service Provider for any reasonable and necessary out-of-pocket costs actually incurred by Service Provider in connection with same, and (d) otherwise conduct themselves in a professional and businesslike manner.

4.4. Subcontractors. Except as is otherwise provided herein in relation to the UrtheCast Entities, if Service Provider desires to have any of its Affiliates perform any of Service Provider's obligations hereunder, such Affiliate shall be deemed a subcontractor of Service Provider hereunder. Service Provider may subcontract its obligations hereunder subject to the following:

- (a) any access to the R7 Product requires Interim Owner's prior written consent;
- (b) Service Provider shall have a valid written agreement with each subcontractor which is consistent with the terms hereof, including confidentiality obligations, and which assigns all of the subcontractor's rights in any GEOSYS Developments, including all Intellectual Property Rights therein, to the applicable UrtheCast Entity for assignment to Interim Owner hereunder;
- (c) Service Provider will be solely responsible for all fees, costs, and other expenses relating to each subcontractor's performance in relation to this Agreement;
- (d) Service Provider will not retain (even if approved by Service Recipient) any subcontractor in any country where doing so would violate any applicable Laws, including, due to embargoes or other restrictions, or put any additional responsibilities on Service Recipient; and
- (e) Service Provider acknowledges and agrees that Service Recipient has no obligations under this Agreement to any subcontractor and no subcontractor has any rights or

remedies against Service Recipient under this Agreement.

4.5. Service Provider Personnel Are Not Service Recipient Employees.

(a) The parties intend to create an independent contractor relationship and nothing in this Agreement will operate or be construed as making the parties partners, joint venturers, principals, joint employers, agents or employees of or with the other. No Personnel retained by Service Provider to perform work on Service Recipient's behalf hereunder will be deemed to be an officer, director, employee, agent, affiliate, contractor or subcontractor of Service Recipient for any purpose. Service Recipient does not have the right, power, authority or duty to supervise or direct the activities of any Service Provider Personnel or to compensate any Service Provider Personnel for any work performed by them pursuant to this Agreement. Service Provider, and not Service Recipient, will be responsible and liable for the acts and omissions of Service Provider Personnel, including acts and omissions constituting negligence, willful misconduct and/or fraud.

(b) Service Provider Personnel will clearly identify themselves as Service Provider Personnel and not as employees or representatives of Service Recipient in any and all communications, whether oral, written or electronic, unless and to the extent authorized by Service Recipient in connection with the performance of specific services. Each Service Provider Personnel will wear a badge indicating that he or she is employed by Service Provider or its subcontractors when at a Service Recipient/Service Recipient Affiliate site.

4.6. Right to Work. Service Provider will ensure that Service Provider Personnel are authorized to work in any country in which they are assigned to perform services.

4.7. Resources. Except as otherwise expressly provided in a Statement of Work as a Service Recipient responsibility, the Service Provider will be responsible for providing the facilities, personnel, equipment, Software, materials, technical knowledge, expertise and other resources necessary to provide the services it is obligated to provide hereunder.

4.8. Business Continuity and Disaster Recovery Plan. Each Service Provider will maintain an adequate business continuity and disaster recovery plan in respect of each service location, and provision of Personnel and other resources hereunder. Each Service Provider will update and test the business continuity and disaster recovery plan at least annually and certify the results of such testing to the other party. Upon a Force Majeure Event, the Service Provider will promptly undertake all applicable actions and precautions under the business continuity and disaster recovery plan, and diligently pursue them as necessary to avoid, or if not avoidable, minimize any interruption to the services being delivered by Service Provider hereunder.

4.9. Force Majeure Event. Any failure or delay by a party in the performance of its obligations will not be deemed a default of this Agreement or a ground for termination to the extent such failure or delay is caused by a Force Majeure Event. "**Force Majeure Event**" means any of the following events that causes a party to delay performance or fail to perform an obligation under this Agreement: fire and flood caused by nature or Acts of God, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, and court order. The party whose performance is affected by a Force Majeure Event will immediately notify the other party by telephone and email (to be confirmed in a notice within five (5) days of the inception of such delay).

ARTICLE V FEES AND COSTS

5.1. Ongoing Services and SOW Costs. Interim Owner shall bear all of the costs and expenses in performing the Ongoing Services for the period prior to December 31, 2018. Thereafter, for additional Ongoing Services, the parties shall enter into an SOW covering such Ongoing Services and the costs of any such Ongoing Services provided by Interim Owner under an SOW shall be set forth in the applicable SOW agreed by the parties. Interim Owner shall invoice the UrtheCast Entities for the fees and expenses in accordance with the SOW. All amounts due hereunder are due in US Dollars. Payment on undisputed amounts will be due within thirty (30) days after receipt of invoice. The fees hereunder do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”) imposed with respect to the services. The UrtheCast Entities are solely responsible for Taxes assessable against the UrtheCast Entities (a) based on its income, property and employees, and (b) with respect to the services. Interim Owner is solely responsible for taxes assessable against Interim Owner (i) based on its own income, property and employees, and (ii) with respect to the services, including any third party goods or services obtained by Interim Owner in connection with provision of the services.

5.2. Conduct of Business, Platform Separation and UrtheDaily Improvements. The UrtheCast Entities shall bear all of the costs and expenses in conducting the Business and performing the services to accomplish the Platform Separation and the UrtheDaily Improvements Completion.

ARTICLE VI CONFIDENTIAL INFORMATION

6.1. Confidential Information. “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing hereunder. The GEOSYS Products and R7 Product are Interim Owner’s Confidential Information under this Agreement. Confidential Information of each party includes, but is not limited to, the terms and conditions of this Agreement, including all SOWs (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) is received from a third party without breach of any obligation owed to the Disclosing Party, or (c) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. The fact that a Receiving Party had access to the Disclosing Party’s Confidential Information before the Effective Date does not affect its treatment as Confidential Information hereunder.

6.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to protect the other party’s Confidential Information. The Receiving Party will (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to

those of its Personnel, or, with respect to the Business Use License, the Business Partners, who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Except as permitted pursuant to Section 6.3 below or as otherwise permitted herein, neither party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel, and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Article.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a legal proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6.4. Return or Destruction. Each party has reserved all rights to its respective Confidential Information not expressly granted herein. The Receiving Party will return or destroy all tangible or electronic copies of any of the Disclosing Party's Confidential Information promptly upon the Disclosing Party's request; it being understood and agreed that the Receiving Party shall have no obligation to do so if returning or destroying such Confidential Information will frustrate its ability: (i) to perform its obligations during the Term; or (ii) enjoy its rights hereunder; and in each case such Confidential Information retained shall continue to be subject to the terms of this Article VI. If the Disclosing Party so requests in writing, the Receiving Party will provide a certificate, signed by an authorized representative of the Receiving Party, certifying that all of the Disclosing Party's Confidential Information has been returned or destroyed subject to the exceptions in the preceding sentence.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1. Authorization. Each party represents, warrants and covenants to the other that:

- (a) it is a corporation or limited liability company duly incorporated, validly existing and in good standing under the Laws of its state of incorporation or formation, as applicable;
- (b) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) it has obtained all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable Laws, except to the extent the failure to obtain any such license, authorizations, approvals, consents or permits is, in the aggregate, immaterial, and once duly executed, this Agreement will constitute its legal, valid and binding obligations;
- (d) the execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order, or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of

time, or both, constitute such a default; and

- (e) it has the authority to bind its Affiliates to this Agreement.

7.2. Second Generation R7 Product Warranties.

(a) The applicable UrtheCast Entity warrants that for the period ending one hundred eighty (180) days after acceptance of the Second Generation R7 Product that results in Platform Separation (the “**Warranty Period**”), the Second Generation R7 Product will individually and when operated as a system with the technology referenced in Exhibit C (Development Plan Framework):

- i. satisfy, conform to and perform in accordance with all requirements and other terms in Exhibit C (Development Plan Framework);
- ii. comply with applicable Law; and
- iii. be substantially free from errors in operation and performance and free from defects, including defects in design, materials and workmanship (but solely with respect to those elements of the Second Generation R7 Product which the applicable UrtheCast Entity is responsible for coding or otherwise introducing into the R7 Product after the Effective Date); and
- iv. unless notified to Interim Owner in writing in advance, not contain Open Source Software (other than any Open Source Software that was introduced prior to the Effective Date).

(b) If Interim Owner, acting reasonably, is of the view that the Second Generation R7 Product does not meet the warranty in this Section 7.2, it will promptly notify the applicable UrtheCast Entity. Upon its receipt of any such notice, the applicable UrtheCast Entity will promptly correct or cause the correction of the deficiencies giving rise to the breach at the applicable UrtheCast Entity’s sole expense, without limiting Interim Owner’s remedies, in a prompt and timely manner commensurate with the nature and effect of such breach, and within thirty (30) days after notification from Interim Owner, such that the corrected deliverable complies with such warranties. In the event that Interim Owner does not accept the corrected Second Generation R7 Product, the applicable UrtheCast Entity may have a further thirty (30) days (or such longer period as Interim Owner may, in its sole discretion, acting reasonably, decide) in which to re-perform, correct and re-submit the Second Generation R7 Product until Interim Owner accepts the corrected Second Generation R7 Product pursuant to this Section 7.2, at the applicable UrtheCast Entity’s sole cost and expense; provided that if the applicable UrtheCast Entity fails to correct the same non-conforming issue after three (3) attempts, Interim Owner, in addition to and not in lieu or limitation of any other remedies available to it, may (in its sole discretion) either: (i) extend the time for the applicable UrtheCast Entity to correct such breach (if correction is commercially practical) and satisfy the warranty; (ii) conditionally accept the non-conforming deliverable on the condition that the applicable UrtheCast Entity satisfy the warranty in accordance with a remediation plan provided by the applicable UrtheCast Entity and approved by Interim Owner; or (iii) retain the Second Generation R7 Product and receive an appropriate reduction in the charges that reflects the extent to which the deliverable conforms to the warranty and directly, or by use of a third party, make the necessary corrections, and charge the applicable UrtheCast Entity an amount equal to all costs incurred by Interim Owner to third parties retained by Interim Owner to correct the breach of warranty (provided that the foregoing

does not prevent Interim Owner from making a claim for damages). If Interim Owner selects option (i) but the breach is still not corrected within the extended time, Interim Owner shall have the same options. Any repaired or replaced Second Generation R7 Product shall be subject to the remainder of the warranties; except that, with respect to the corrected Second Generation R7 Product defect, the applicable Warranty Period shall be extended to the longer of (1) the remainder of the original Warranty Period and (2) thirty (30) days from the date of Interim Owner's acceptance of such corrected Second Generation R7 Product defect. Breach of the warranty in this Section 7.2 by the applicable UrtheCast Entity which is not corrected as set forth above shall be deemed to be a material breach that gives rise to a termination right under the Long Term Agreement.

7.3. Adequate Documentation. The applicable UrtheCast Entity warrants that all GEOSYS Developments that are Software will be accompanied by documentation that will describe the features and functions of the version(s) of the Software GEOSYS Developments and all information that a reasonably skilled programmer needs to understand the design, structure and implementation of the Software, to maintain, modify and implement such GEOSYS Developments and to enable a professional writer to write documentation and help files for the Software, in each case without assistance from the UrtheCast Entities.

7.4. Disabling Code. The applicable UrtheCast Entity will identify, screen and prevent and will not itself intentionally install any Disabling Code in any GEOSYS Developments. If any Disabling Code is found to have been introduced, the applicable UrtheCast Entity will, at no additional charge, and as applicable:

- (a) replace the portion of the GEOSYS Developments that contains the Disabling Code and such replacement portion shall be subject to acceptance and the warranties in Section 7.2; and
- (b) use commercially reasonable efforts to reduce the effects of the Disabling Code and remediate any damage caused thereby.

7.5. No Malicious Code. Each party will maintain current, industry recognized Malicious Code protection. The applicable UrtheCast Entity will use commercially reasonable efforts to prevent Malicious Code from being coded or introduced into the R7 Product, the GEOSYS Products, the GEOSYS Developments, the Interim Owner Network or any other Interim Owner resource. Interim Owner will use commercially reasonable efforts to prevent Malicious Code from being introduced into any UrtheCast Entity resource.

7.6. Non-Infringement. The UrtheCast Entities represent and warrant that:

- (a) the UrtheCast Entities have the right to grant all rights to the GEOSYS Developments to Interim Owner;
- (b) Interim Owner will receive good and valid title to all GEOSYS Developments, free and clear of all encumbrances and liens of any kind;
- (c) Interim Owner will have no obligation to pay any third party any fees, royalties, or other payments for use of the GEOSYS Developments;
- (d) (i) to the best of the UrtheCast Entities' knowledge, neither the GEOSYS Developments nor their use infringe, violate or misappropriate any patent of any third party, and (ii) neither the GEOSYS Developments nor their use infringe, violate or misappropriate any

copyright, trademark, trade secret or other intellectual property or proprietary right of any third party in Canada, the United States or Mexico; and

(e) there is no actual or threatened claim, litigation or proceeding pending or, to the best of the UrtheCast Entities' knowledge, threatened with respect to the GEOSYS Developments or any component thereof or their use alleging infringement, violation or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right of any person.

Notwithstanding anything to the contrary herein, the UrtheCast Entities shall neither be responsible nor liable under this Section 7.6 for any element of the GEOSYS Developments that were created, coded or otherwise developed prior to the Effective Date.

7.7. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES TO THE OTHER PARTY UNDER OR RELATING TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE VIII INDEMNIFICATION; LIMITATION ON LIABILITY; INSURANCE

8.1. Mutual Indemnity. The UrtheCast Entities on the one hand, jointly and severally, and Interim Owner on the other hand shall each defend, indemnify and hold harmless the other party and its Personnel, officers and directors (collectively for each party as indemnitee, the "**Indemnified Group**") from and against any and all Losses suffered or incurred by any of the Indemnified Group as a result of any Claim by a third party brought or asserted against one or more members of the Indemnified Group which arises out of or in connection with: (a) breach of the indemnifying party's representations or warranties herein; or (b) breach of Article VI or other confidentiality obligations or security requirements set forth herein by the indemnifying party; or (c) the negligence, gross negligence or willful misconduct of the indemnifying party in performing hereunder; or (d) for the UrtheCast Entities as indemnifying party, a claim that the GEOSYS Developments or their use infringe, violate or misappropriate any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; provided, however, that (i) each party's obligation hereunder as indemnifying party is reduced to the extent the Claim is caused by the wrongful acts or omissions of anyone in the Indemnified Group of the other party; and (ii) the foregoing obligation does not apply to the extent that the applicable Claim is already covered under the Purchase Agreement (which shall take precedence with regard thereto).

8.2. Indemnification Procedures. With respect to Claims for which indemnification is sought hereunder, the following procedures will apply:

(a) Promptly after receipt by the indemnified party of notice of the commencement or threatened commencement of any Claim in respect of which the indemnified party may seek indemnification pursuant to this Agreement, the indemnified party will notify the indemnifying party of such Claim in writing. Failure to notify the indemnifying party will not relieve the indemnifying party of its obligations under this Agreement except to the extent that the indemnifying party is prejudiced by such failure. Within fifteen (15) days following receipt of

written notice from the indemnified party relating to any such Claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnifying party may notify the indemnified party in writing if the indemnifying party elects to exercise its option to assume control of the defense and settlement of that Claim (a “**Notice of Election**”).

(b) If the indemnifying party delivers a Notice of Election relating to such Claim within the required notice period, the indemnifying party will be entitled to have sole control over the defense and settlement of such Claim; provided that:

- i. the indemnified party will be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim;
- ii. the indemnifying party will obtain the prior written approval of the indemnified party before entering into any settlement of such Claim or ceasing to defend against such Claim; and
- iii. the indemnified party will cooperate in all reasonable respects with the indemnifying party regarding the investigation and defense of any such Claim, at the indemnifying party’s cost.

(c) After the indemnifying party has delivered a Notice of Election relating to any Claim in accordance with subsection (a), the indemnifying party will not be liable to the indemnified party for any legal expenses incurred by the indemnified party in connection with the defense of that Claim.

(d) The indemnifying party will not be required to indemnify the indemnified party for any amount paid or payable by the indemnified party in the settlement of any Claim for which the indemnifying party has delivered a timely Notice of Election, if such amount was agreed to without the written consent of the indemnifying party.

(e) If the indemnifying party does not deliver a Notice of Election relating to any Claim within the required notice period or if the indemnifying party delivers the Notice of Election but fails to defend, the indemnified party will have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of the indemnifying party to the extent the indemnified party is entitled to indemnification. The indemnifying party will promptly reimburse the indemnified party for all such costs and expenses.

8.3. Limitation on Liability.

(a) EXCEPT FOR THE LIABILITY EXCEPTIONS, IN NO EVENT SHALL A PARTY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER OR RESULTING FROM THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AN ACTION IS BASED ON CONTRACT, TORT, EQUITY OR OTHER THEORY. THE FOREGOING DISCLAIMER DOES NOT LIMIT THE INDEMNIFICATION OBLIGATIONS HEREUNDER TO THE EXTENT THE THIRD PARTY CLAIM COVERED BY THE INDEMNIFICATION OBLIGATIONS INCLUDES THE TYPES OF DAMAGES DISCLAIMED IN THE PRECEDING SENTENCE.

(b) Except for the Liability Exceptions, and subject to any reduction as a result of any claims made under the Long Term Agreement in a particular Contract Year under the Annual

Base Cap, for each Contract Year under the Long Term Agreement, the liability of each party (and its Affiliates) under this Agreement for all claims, in the aggregate, during that Contract Year, whether an action is based on contract, tort, equity or other theory, will not exceed the amount to be paid by Winfield Solutions, LLC to the UrtheCast Entities under the Long Term Agreement during that Contract Year, provided that: (i) if a claim continues over multiple Contract Years, it shall be deemed to have occurred completely and solely during, and be subject to the cap applicable to, the first Contract Year in which it arose; and (ii) if a claim arises after the termination or expiration of this Agreement, it shall be deemed to have arisen during, and be subject to the cap applicable to, the final Contract Year.

(c) The limitations of liability specified in Section 8.3(a) and (b) will not apply with respect to (the “**Liability Exceptions**”):

- i. each party’s defense and indemnification obligations hereunder;
- ii. Losses occasioned by:
 - A. any violation, infringement or misappropriation of the other party’s intellectual property rights;
 - B. breach of Article VI (Confidential Information); or
 - C. a party’s fraud, willful misconduct, gross negligence, or criminal acts.

8.4. Insurance. In addition to any specific insurance required under an SOW, each party will maintain the insurance set forth in Exhibit F (Insurance) for the periods set forth therein.

ARTICLE IX TERM AND TERMINATION

9.1. Term. This ILSA commences on the Effective Date and expires on the closing of the Second Transaction unless terminated as set forth herein (the “**Term**”). Each SOW shall have the term set forth therein unless earlier terminated; provided, however, that no SOW shall extend beyond the Term without the mutual agreement of the parties.

9.2. Termination for Cause by Interim Owner. This Agreement may be terminated early for cause by Interim Owner with written notice to the UrtheCast Entities:

- (a) if the Platform Separation does not occur by the Second Closing Outside Date;
- (b) if there is a Change of Control of UrtheCast, or the entity that controls UrtheCast (if any), or any of the GEOSYS Entities; or
- (c) in the event that the Long Term Agreement is terminated by Winfield Solutions, LLC as permitted therein.

9.3. Mutual Termination for Cause. This Agreement may be terminated early for cause by Interim Owner with written notice to UrtheCast Entities or by the UrtheCast Entities with written notice to Interim Owner:

- (a) if the other party commits a material breach of this Agreement, which breach the

other party has not made reasonable progress towards curing within thirty (30) days after notice of the breach from the non-breaching party, or which breach is not cured within sixty (60) days after notice of the breach from the non-breaching party; or

(b) in the event that any of the UrtheCast Entities or Interim Owner (i) files for bankruptcy, (ii) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (iii) passes a resolution for its voluntary liquidation, (iv) has a receiver or manager appointed over all or substantially all of its assets, (v) makes an assignment for the benefit of all or substantially all of its creditors, (vi) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations, (vii) fails or become incapable of paying its debts as they become due or is otherwise in default under material contracts and fails to promptly cure such defaults, or (viii) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

9.4. Effect of Termination. In the event of termination of this Agreement for any reason except for expiration:

- (a) the Second Transaction shall not occur;
- (b) ownership of the GEOSYS Products and R7 Product would be retained by Interim Owner and all GEOSYS Products Developments made during the Ramp-Down Period shall also be assigned to Interim Owner under Section 2.8;
- (c) the Platform Separation and UrtheDaily Improvements License would immediately terminate and the UrtheCast Entities shall immediately cease all use of the GEOSYS Products under such License and all use of the R7 Product under this Agreement;
- (d) the Business Use License would continue solely to the extent necessary to perform under contracts with Business Partners existing on the date of termination for a period which ends on the earlier of (such period is the “**Ramp-Down Period**”) (A) two (2) years after the effective date of termination and (B) upon the termination or expiry of the last contract which: (i) is in existence as at the termination date of this Agreement; and (ii) enables a Business Partner to use of the GEOSYS Products. On termination of the Ramp-Down Period, the Business Use License shall immediately end and the UrtheCast Entities shall immediately cease all use of the GEOSYS Products;
- (e) the Long Term Agreement would immediately terminate.

9.5. Survival. Articles I, V, VI, VII, VIII and X and Sections 2.7 (except to the extent the Second Closing occurs in which case Section 2.7 shall no longer apply to the GEOSYS Products), 2.8 (except to the extent the Second Closing occurs in which case Section 2.8 shall no longer apply to the GEOSYS Products), 3.4(c), 9.4 and 9.5 of the main body of this ILSA, and such other terms which by their nature ought to survive will survive the termination or expiration of this Agreement.

9.6. THE PARTIES HEREBY ACKNOWLEDGE THEIR MUTUAL INTENT THAT, IN THE EVENT INTERIM OWNER FILES, OR HAS FILED AGAINST IT, A PETITION UNDER THE U.S. BANKRUPTCY CODE OR FOREIGN EQUIVALENT, THIS AGREEMENT AND THE LICENSES GRANTED HEREUNDER TO THE URTHECAST ENTITIES SHALL BE GOVERNED BY, AMONG OTHER APPLICABLE LAWS, SECTION

365(n) OF THE U.S. BANKRUPTCY CODE OR FOREIGN EQUIVALENT.

ARTICLE X GENERAL PROVISIONS

10.1. Entire Agreement. The recitals are deemed included herein. This Agreement is the entire agreement between the UrtheCast Entities and Interim Owner regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. This Agreement expressly terminates the following agreements between Interim Owner and any member of the UrtheCast Entities: Consulting Agreement between Interim Owner, GEOSYS SAS and GEOSYS-Intl, Inc. dated as of December 31, 2014 and associated project work statements, Platform As A Service Master Subscription Agreement between Interim Owner, GEOSYS SAS and GEOSYS-Intl, Inc. dated as of December 31, 2014 and associated order forms and project work statements, and UrtheDaily™ Constellation Subscription Purchase Agreement between UrtheCast and Geosys Technology Holding LLC dated as of February 7, 2017. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

10.2. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement except for each Indemnified Group.

10.3. Notices.

(a) Any notice, designation, communication, request, demand or other document required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- i. delivered personally to such party or to an officer or director of such party;
- ii. sent to the party entitled to receive it by registered mail, postage prepaid; or
- iii. sent by facsimile or email.

(b) Notices shall be sent to the following addresses, facsimile numbers or emails:
in the case of Interim Owner:

Winfield Solutions, LLC
4001 Lexington Avenue North
Arden Hills, MN 55126

Attention: Teddy Bekele
Email: TBekele@landolakes.com

and with a copy to:

Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Attention: Robert Rosenbaum

Facsimile: (952) 516-5585
 Email: rosenbaum.robert@dorsey.com

in the case of each UrtheCast Entity:

UrtheCast Corp.
 33-1055 Canada Place
 Vancouver, BC V6C 0C3

Attention: Don Osborne
 Facsimile: (604) 669-1799
 Email: dosborne@urthecast.com

and with a copy to:

Bennett Jones LLP
 Suite 2600, 1066 West Hastings Street
 Vancouver, British Columbia V6E 3X1

Attention: Christian Gauthier
 Facsimile: (604) 891-5100
 Email: gauthierc@bennettjones.com

or to such other address or facsimile number as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this Section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

(c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

- i. if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- ii. if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fourth business day following the date of mailing, unless at any time between the date of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service;
- iii. if sent by facsimile, be deemed to have been given, sent, delivered and received on the date the sender receives the confirmation of transmission; and
- iv. if sent by email, be deemed to have been given, sent, delivered and received on the date the email is responded to and acknowledged as received and read.

10.4. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

10.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

10.6. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law, merger or otherwise, without the other party's prior written consent (not to be unreasonably withheld, delayed or conditioned). For clarity, a Change of Control of any of the UrtheCast Entities or of Interim Owner, or the entity that controls UrtheCast (if any) or Interim Owner (if any) is considered an assignment hereunder requiring the other party's prior written consent (which may not be unreasonably withheld, conditioned, or delayed). Notwithstanding the foregoing or anything else herein, any or all of the UrtheCast Entities may collaterally assign (as and by way of security), grant, transfer and charge to and in favour of any lender providing loans and other financing to it and/or them directly or indirectly in connection with the acquisition contemplated by the Purchase Agreement, all of its right, title and interest in and to amounts owing to the UrtheCast Entities pursuant to Article V of this Agreement as general and continuing collateral security for the payment of the obligations under any such financing, but no other right, title or interest in and to this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Each party shall give the other reasonable prior written notice of a Change of Control requiring the consent of the other under this Agreement.

10.7. Use of Logo. The UrtheCast Entities shall not use or otherwise appropriate any of Interim Owner's trademarks, logotype, company name, or trade names in any manner or form without first obtaining the written consent and approval of Interim Owner's communications department, which consent may be granted or withheld by Interim Owner in Interim Owner's sole discretion. Interim Owner shall not use or otherwise appropriate any of the UrtheCast Entities' trademarks, logotype, company name, or trade names in any manner or form without first obtaining the written consent and approval of the UrtheCast Entities' communications department, which consent may be granted or withheld by the UrtheCast Entities in their sole discretion.

10.8. Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the substantive law of the State of New York (without reference to its internal conflict of laws principles or rules (whether of the State of New York or any other jurisdiction)) and the federal laws of the United States applicable therein, and expressly excludes the application of the United Nations Convention on the International Sale of Goods.

10.9. Arbitration.

(a) With the exception of any claim under Section 10.10, any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by three arbitrators, of whom each party shall appoint one. The arbitration shall be governed by the laws set forth in Section 10.8 and the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any state or federal court in New York, New York, USA. The place of arbitration shall be New York, New York, USA and the arbitration shall be conducted in English.

(b) The parties further agree that any such arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrators, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise.

10.10. Equitable Relief and Consent to Jurisdiction. Because the parties will have access to and become acquainted with confidential and proprietary information of the other party, the unauthorized use or disclosure of which could cause irreparable harm and significant injury which may be difficult to ascertain and for which there is no adequate remedy at law, the parties agree that any claim seeking enforcement of this Agreement with respect to such confidential and proprietary information by injunction or other equitable relief may be brought in the state or federal courts of New York, New York, USA, without the necessity of proving actual damages or posting any bond. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in New York, New York, USA, and all courts competent to hear appeals therefrom.

10.11. Counterparts. This ILSA and each SOW may be executed by facsimile and in counterparts.

10.12. Remedies Not Exclusive. All remedies available to either party for breach of this Agreement including any Statement of Work are cumulative, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of others. Failure of either party to exercise any right or remedy will not operate as a waiver thereof.

10.13. Export Control.

(a) The parties acknowledge that certain products, technology, technical data and software (including certain services and training) and certain transactions may be subject to export controls and/or sanctions under the Laws (including the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury).

(b) The UrtheCast Entities acknowledge that any products, technology, technical data and software (including certain services and training) provided by Interim Owner to the UrtheCast Entities or their Personnel under this Agreement may be subject to U.S. and other countries' import and export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. Except as expressly agreed between the parties with respect to an SOW, the UrtheCast Entities shall have no obligation to secure any required export license or implement other export control compliance measures as a condition for receiving export controlled information, data, software or technology from or on behalf of Interim Owner. The UrtheCast Entities will provide Interim Owner with any reasonably necessary assistance in preparing any such license application.

(c) The UrtheCast Entities agree that they will not use, distribute, transfer, or transmit any products, software or technical information (even if incorporated into other products) in violation of U.S. and other countries' export laws and regulations. The UrtheCast Entities will not directly or indirectly "export" or "re-export" software or "technical data" disclosed to it by

Interim Owner, or the direct product of such software or “technical data”, to any country, or citizen of any country, prohibited by U.S. or other countries’ export laws.

(d) Interim Owner will identify the specific export control status of, and be responsible for obtaining all necessary export authorizations and licenses for the “export” or “re-export” of products, technology, technical data or software provided by Interim Owner or its Personnel to the UrtheCast Entities. The UrtheCast Entities will identify the specific export control status of, and be responsible for obtaining all necessary export authorizations and licenses for the “export” or “re-export” of products, technology, technical data or software provided by the UrtheCast Entities or their Personnel to Interim Owner.

10.14. Anti-bribery. Each party will not, and will ensure that its Personnel will not, in connection with any activities under or related to this Agreement, directly or indirectly:

- (a) violate any applicable Laws prohibiting or penalizing bribery or corruption;
- (b) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any Government Official, official of a political party, candidate for political office, or a political party to influence any act or decision of this person in their official capacity, induce this person to do or not do any act in violation of their lawful duty, or to secure any other improper advantage. **“Government Official”** means (i) an officer or employee of the government, including any department, agency, or other entity owned or controlled by the government, or (ii) an officer or employee of a public international organization (for example the World Bank or International Monetary Fund), or (iii) any person acting in an official capacity for or on behalf of any of the above; or
- (c) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any private (i.e. non-government) person to influence any act or decision of this person or to secure any other improper advantage in order to obtain or retain business for the other party.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this ILSA to be duly executed and delivered by their duly authorized representatives as of the date first written above.

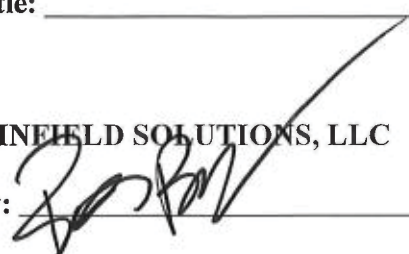
URTHECAST CORP.

By: _____

Name: _____

Title: _____

WINEHILL SOLUTIONS, LLC

By:  _____

Name: Brett Bruggeman

Title: Vice President and Manager

GEOSYS-INT'L, INC.

By: _____

Name: _____

Title: _____

GEOSYS AUSTRALIA PTY

By: _____

Name: _____

Title: _____

GEOSYS EUROPE SARL

By: _____

Name: _____

Title: _____

GEOSYS S.A.S

By: _____

Name: _____

Title: _____

**GEOSYS DO BRASIL SISTEMAS DE
INFORMACAO AGRICOLA LTDA**

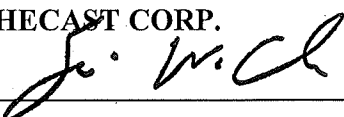
By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this ILSA to be duly executed and delivered by their duly authorized representatives as of the date first written above.

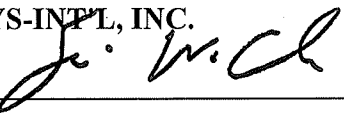
URTHECAST CORP.

By: 

Name: **Sai W. Chu**
Chief Financial Officer

Title: _____

GEOSYS-INTL, INC.

By: 

Name: **Sai W. Chu**
Chief Financial Officer

Title: _____

WINFIELD SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

GEOSYS AUSTRALIA PTY

By: 

Name: **Sai W. Chu**
Chief Financial Officer

Title: _____

GEOSYS EUROPE SARL

By: 

Name: **Sai W. Chu**
Chief Financial Officer

Title: _____

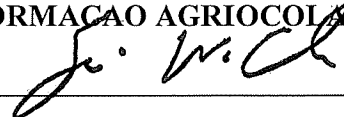
GEOSYS S.A.S

By: 

Name: **Sai W. Chu**
Chief Financial Officer

Title: _____

GEOSYS DO BRASIL SISTEMAS DE
 INFORMACAO AGRICOLA LTDA

By: 

Name: **Sai W. Chu**
Chief Financial Officer

Title: _____

Exhibit A

GEOSYS Products

Farmsat®

Farmsat is a web based software platform to help customers build variable rate application maps based on satellite images and agronomic expertise. Customers can then deliver and load the maps on the spraying and planting equipment that can then use their GPS and computer to apply different quantities to the different areas of the field depending on their conditions and needs. This helps improve sustainability and profitability by ensuring that all inputs are used and less is lost in the environment.

Farmsat is today mostly used to massively generate variable application maps that optimize the quantity of fertilizer needed for the growth of the crops based on the localization in the field.

Farmsat uses satellite image information that is calibrated with information collected in the fields

Farmsat leverages IPC, FP, FCS and ACM technologies

Farmsat® Products (FP)

FP is a map generation engine: based on a field geometry, this engine fetches a small part of a satellite image to retrieve the interesting pixels (in a bounding box). This process achieves great performance by accessing directly to those pixels on disk and avoids opening the entire image file. Then from the bounding box pixels, the pixels that are inside the field boundaries are selected and extended to the limit of the field. Different image processing processes occur, and a base vegetation map is generated (ex: NDVI). Based on this map, other Farmsat Products can be generated (LAI, YPM, Profit map). The key characteristics of FP is that it is built to be very fast and to generate field maps in a couple of 100ms on-demand.

FP is used for R7, Croptical, Farmsat, Bridge, Agriquest ultimate

Croptical®

Croptical is a web application to monitor crop condition on fields and quickly identify fields with normal vegetation growth, above average vegetation growth or below average vegetation growth

Croptical provides time series of daily vegetation indexes per field and benchmarks these fields against other fields that should be similar

Croptical also gives users access to field maps build with FP on medium resolution images to have variability information within the fields

Croptical is connected to Croptical-In-field, a mobile scouting app to collect information in the fields with information extracted from Croptical

Croptical uses IPC, FP, FCS and LRI technologies

Croptical In Field

Croptical In Field is a hybrid mobile app with offline capabilities synchronized with Croptical.

Croptical In Field allows users to identify fields that need scouting, capture and record scouting notes (e.g., unstructured observations) and pictures, and access such notes and pictures in Croptical to better understand what is happening in the users' fields and take action.

Croptical In Field enables users to access Croptical indicators along with the latest medium resolution map to guide users with scouting activity.

Field Coverage Service (FCS)

FCS creates indexes with links between fields and medium resolution image with their cloud cover map

When a new image is integrated FCS enables to identify all fields or part of the fields where insight can be generated from this image

When a new field is created, or a field modified, FCS defines the list of images that can be used to generate insights for that field

FCS is built to be very fast

FCS runs with 2 modes: batch and real-time

FCS is used for R7, Croptical, Farmsat, Bridge and Agriquest ultimate

Image Processing Chain (IPC)

IPC automates different operations for the acquisition and processing of medium resolution satellite images:

Automatic detection and download from different data sources based on areas and times of interest, Atmospheric correction to produce top of canopy reflectance, Upscaling of Landsat8 images, Cross calibration of all images from various satellites/sensors to enable coherent information among images from different sensors, Standardization to an unique and proprietary file format, Integration of manual or automatic cloud masking, Integration of the platform.

IPC enable to integrate massive amount of images worldwide and to be scalable for delivering insight based on medium resolution images.

IPC outputs are used by Farmsat, Croptical, Croptical Infield, Bridge, R7, and Agriquest

ultimate.

Field Manager / GIS Module

The Field Manager enables to create and edit fields from a web interface. It is built with front-end and back-end components

The GIS module is embedded in the field manager and is also used separately. It is highly efficient to display, create and edit geographical information

Field manager and GIS module are used in Farmsat, Cromptical, R7 and Agriquest. The GIS module is also used in the Cromptical-In-Field mobile app

Low Resolution Image (LRI) Processing Chain

LRI is a high speed and scalable platform built with Big Data technologies (Hadoop: Spark, Kafka, HDFS – HDInsight, NoSQL DB: Elasticsearch and Scylla DB) to create a worldwide database of pixels at low resolution and weather data with 14 years of history for the pixels and 30 years of history for the weather data. This database is entirely updated every day. The data volume is today around 200 TB

Two different storages (HDFS and Scylla DB) are used to optimize speed to access the pixels and cost to implement different use cases

The platform enables to produce time series of NDVI or EVI values for fields, daily benchmarking of the fields, and time series of NDVI values for larger areas

Automatic Cloud Masking (ACM)

ACM automatically generates masks for Landsat8 and Sentinel 2A and 2B satellite images which are our major sources of medium resolution images

Cloud, haze and shadow maps (Masks) are key to define which pixels have usable reflectance information (clear pixels)

Research on algorithm for cloud mask is a continuous task and started 20+ years ago. Standard cloud masking processes have been developed by research centers (NOAA, USGS...) but are not robust enough to be used in Geosys high throughput precision ag operations. Therefore cloud mask were to be drawn manually to ensure that no cloud will be used as field information in our services

ACM enables to reduce costs, be more scalable and deliver faster insights based of medium resolution images

Exhibit B
R7 Product

1. Description of R7 Product

R7® Tool

The R7 Product is a web based platform design to help customers to build variable rate application maps based on NDVI satellite images.

It provides a digital access to data from sources including, but not limited to, Winfield's AnswerPlots® and the NutriSolutions 360® system. This data is intended to help select the best hybrid for a field based on the conditions and needs.

The R7 Product includes access to the R7® Field Monitoring Tool which provides a dashboard view to a user of his/her fields based on benchmark of similar fields by comparing the vegetation index.

Exhibit C
Development Plan Framework

Detailed criteria for Platform Separation shall be established by the Joint Development Committee, having regard for the following guiding principles:

- Similar functionalities and user experience of R7 Product users
- No R7 Products Materials and Intellectual Property Rights in the GEOSYS Products: all R7 Products Materials and Intellectual Property Rights will be exclusively in the Second Generation R7 Products after Platform Separation
- No Winfield Data in the GEOSYS Products: full data separation with any and all Winfield Data managed outside of the GEOSYS Products
- No regression on performance of each of the Second Generation GEOSYS Products and Second Generation R7 Product and Availability of the Second Generation R7 Product
- Operational and support team trained and available for the defined Service Levels
- External audit to check full separation of Winfield Data and Second Generation R7 Product and Second Generation GEOSYS Products, organized through the JDC

Exhibit D
Reserved

Exhibit E

Acceptance Procedure

This **Exhibit E** describes the acceptance test procedure for GEOSYS Developments including both the Second Generation GEOSYS Products and the Second Generation R7 Product. In the event of a conflict between this **Exhibit E** and the rest of the Agreement with respect to the subject matter of this **Exhibit E**, this **Exhibit E** will govern.

Capitalized terms used but not defined in this **Exhibit E** will have the meanings as described to them in the Agreement. Section references in this **Exhibit E** are deemed to refer to the sections in this Exhibit.

ARTICLE I

ESTABLISHMENT OF ACCEPTANCE CRITERIA; ACCEPTANCE TESTING.

Prior to being placed into production or live running, the parties will subject each GEOSYS Developments to acceptance testing to verify that it satisfies the acceptance criteria established for such GEOSYS Developments.

ARTICLE II

DOCUMENTATION DELIVERABLES

For GEOSYS Developments that comprise of documentation, the following acceptance procedure shall apply:

2.1. Delivery. The applicable UrtheCast Entity will deliver to Interim Owner the GEOSYS Developments in electronic form reasonably acceptable to Interim Owner, unless otherwise agreed in writing by the parties.

2.2. Transmittal Document. Each GEOSYS Developments may be accompanied by a deliverable transmittal document, which will be the vehicle for communication concerning the status of the GEOSYS Developments acceptance procedure for that GEOSYS Developments.

2.3. Acceptance. Upon the applicable UrtheCast Entity's delivery of GEOSYS Developments, Interim Owner will commence review and evaluation of the GEOSYS Developments(s). Interim Owner has five (5) business days from the time the applicable UrtheCast Entity delivers the GEOSYS Developments to either accept or reject the GEOSYS Developments. The only basis for rejection of the applicable GEOSYS Developments is material non-compliance with the applicable written requirements agreed to by the parties (a "**Non-Conformity**"). For purposes of clarity, Interim Owner acceptance will not be unreasonably withheld. If further clarification of the GEOSYS Developments is required, the parties shall discuss the issue and the acceptance deadline may be extended as may be mutually agreed to by the parties in writing. Any GEOSYS Developments not formally accepted or rejected by Interim Owner by the end of the applicable review period will be considered accepted.

2.4. Rework.

(a) If any GEOSYS Developments, or any portion thereof, are rejected by Interim Owner due to a Non-Conformity, as determined by Interim Owner acting reasonably, Interim

Owner shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have thirty (30) days, or such other period as agreed by the parties in writing, in which to correct the problem. If the GEOSYS Developments, or any portion thereof, are rejected after the third attempt, as determined by Interim Owner in its reasonable discretion, except as otherwise specified, the applicable UrtheCast Entity acknowledges and agrees that Interim Owner shall have the option, in Interim Owner's sole discretion, to extend the applicable UrtheCast Entity's right to continue attempting to cure the failures for a specified period of time; and, unless otherwise agreed by Interim Owner, in no event shall such extension exceed a period of ten (10) days for each such extension.

(b) If Interim Owner rejects a GEOSYS Developments due to a Non-Conformity, then all correction of the Non-Conformity of such GEOSYS Developments shall be at the applicable UrtheCast Entity's expense. Acceptance does not limit Interim Owner's other rights under the Agreement.

ARTICLE III NON-DOCUMENT DELIVERABLES

For all other GEOSYS Developments ("**Non-Document Deliverables**"), the following acceptance procedure shall apply:

3.1. Delivery of Plan. The applicable UrtheCast Entity will deliver to Interim Owner a plan for the Non-Document Deliverables concurrently with delivery of the Non-Document Deliverable in electronic form reasonably acceptable to Interim Owner, unless otherwise agreed in writing by the parties.

3.2. Acceptance of Plan. Upon the applicable UrtheCast Entity's delivery of the plan, Interim Owner will commence review and evaluation of the plan. Interim Owner has three (3) business days from the time the applicable UrtheCast Entity delivers the plan to either accept or reject the plan. The only basis for rejection of the applicable plan is material non-compliance with the applicable requirements agreed to by the parties as required for testing the Non-Document Deliverable (a "**Non-Conformity**"). For purposes of clarity, Interim Owner acceptance will not be unreasonably withheld. If further clarification of the plan is required, the parties shall discuss the issue and the acceptance deadline may be extended as may be mutually agreed to by the parties in writing. Any plan not formally accepted or rejected by Interim Owner by the end of the applicable review period will be considered accepted.

3.3. Rework of Plan. If any plan, or any portion thereof, is rejected by Interim Owner due to a Non-Conformity, as determined by Interim Owner in its reasonable discretion, Interim Owner shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have ten (10) days, or such other period as agreed by the parties in writing, in which to correct the problem. This procedure may be repeated as necessary to ensure the plan accurately reflects the parties' intent. Accepted plans shall be the acceptance criteria for all Non-Document Deliverables ("**Non-Document Deliverable Plan(s)**").

3.4. Delivery of Non-Document Deliverables. The applicable UrtheCast Entity will deliver

to Interim Owner the Non-Document Deliverables in electronic form reasonably acceptable to Interim Owner, unless otherwise agreed in writing by the parties.

3.5. Transmittal Document. Each Non-Document Deliverable may be accompanied by a deliverable transmittal document, which will be the vehicle for communication concerning the status of the Non-Document Deliverable acceptance procedure for that Non-Document Deliverable.

3.6. Acceptance for Non-Document Deliverable. Upon the applicable UrtheCast Entity's delivery of the Non-Document Deliverable(s), Interim Owner will commence review and evaluation. Interim Owner has five (5) business days, or a period of time as otherwise mutually agreed by the parties, from the time the applicable UrtheCast Entity delivers the Non-Document Deliverable to either accept or reject the Non-Document Deliverable. The only basis for rejection of the applicable Non-Document Deliverable is material non-compliance with the applicable requirements agreed to by the parties as documented in the Non-Document Deliverable Plan (a "**Non-Conformity**"). For purposes of clarity, Interim Owner acceptance will not be unreasonably withheld. If further clarification of the Non-Document Deliverable is required, the parties shall discuss the issue and the acceptance deadline may be as may be mutually agreed to by the parties in writing. Any Non-Document Deliverables not formally accepted or rejected by Interim Owner by the end of the applicable review period will be considered accepted.

3.7. Rework of Non-Document Deliverables.

(a) If any Non-Document Deliverables, or any portion thereof, are rejected by Interim Owner due to a Non-Conformity, as determined by Interim Owner in its reasonable discretion, Interim Owner shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have thirty (30) days, or such other period as agreed by the parties in writing, in which to correct the problem. If the Non-Document Deliverables, or any portion thereof, are rejected after the third attempt, except as otherwise specified, the applicable UrtheCast Entity acknowledges and agrees that Interim Owner shall have the option, in Interim Owner's sole discretion and without limiting Interim Owner's remedies, to:

- i. extend the applicable UrtheCast Entity's right to continue attempting to cure the failures for a specified period of time; and, unless otherwise agreed by Interim Owner, in no event shall such extension exceed a period of thirty (30) days for each such extension;
- ii. conditionally accept the non-conforming Non-Document Deliverable on the condition that the applicable UrtheCast Entity satisfy the rework in accordance with a remediation plan agreed by the parties; or
- iii. retain the Non-Document Deliverable and directly, or by use of a third party, make the necessary corrections, and charge the applicable UrtheCast Entity an amount equal to all costs incurred by Interim Owner to correct the Non-Document Deliverable (which amount may be deducted from amounts due by Interim Owner under the Long Term Agreement).

(b) If Interim Owner rejects a Non-Document Deliverable due to a Non-Conformity, then all such correction of the Non-Conformities of such Non-Document Deliverable shall be at the applicable UrtheCast Entity's expense. Acceptance does not limit Interim Owner's other

rights under the Agreement.

ARTICLE IV
SIGN-OFFS OF INTERIM DELIVERABLES.

From time to time, the parties may develop mutually acceptable objective sign-off criteria and procedures for the interim deliverables comprising part of a GEOSYS Developments or Non-Documented Deliverable. The purpose of these sign-off procedures is to identify and address issues relating to the deliverable early and to assist in the timely completion of each deliverable. If Interim Owner expresses concerns regarding the quality and level of completion of the deliverable, the parties will cooperate to establish a mutually acceptable resolution of these issues as soon as practicable. Compliance with such procedures with respect to any interim deliverable will not constitute final acceptance of the deliverable.

Exhibit F

Insurance

UrtheCast Entities' Insurance

Without limiting the UrtheCast Entities' liability to Interim Owner, the UrtheCast Entities, at their sole cost and expense, will maintain the following minimum insurance coverage at all times throughout the Term and for the periods set forth below. The insurance shall be issued by insurance companies rated at least A- and VII by A. M. Best's key rating guide. If the UrtheCast Entities use subcontractors, the UrtheCast Entities will ensure that each such subcontractor has insurance that meets the requirements of this Exhibit but with amounts commensurate to the extent of their subcontracted obligations.

1. Workers' Compensation and Employer's Liability Insurance, with the Workers' Compensation insurance including occupational disease, as set forth in any applicable statutes in the amount of the statutory minimum. The Employer's Liability insurance must have a minimum limit of Two Million Dollars (\$2,000,000.00) per accident. The UrtheCast Entities may satisfy this limit either with a single policy or with a primary policy plus an umbrella policy.
2. Commercial General Liability insurance ("CGL") written on Insurance Services Office ("ISO") Form CG 00 01 or a substitute form providing equivalent coverage including premises, operations, products, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and completed operations. The CGL insurance must be written on an occurrence basis with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage. With respect to any occurrence related to or arising out of the Services to be performed under this Agreement, the CGL insurance must name Interim Owner and its Affiliates as an additional insured for operations using form (CG 20 10 10 01) and completed operations using form (CG 20 37 01 01), and be primary and non-contributory for Interim Owner and its Affiliates regardless of any other insurance Interim Owner and its Affiliates may have available. The UrtheCast Entities may satisfy the minimum limits either with a single CGL policy or with a primary CGL policy plus an umbrella policy.
3. Business Auto Insurance, applying to owned, non-owned and hired vehicles, with a limit of at least Two Million Dollars (\$2,000,000.00). The UrtheCast Entities may satisfy this limit either with a single Business Auto insurance policy or with a primary Business Auto insurance policy plus an umbrella policy.
4. The UrtheCast Entities shall maintain Professional Liability Errors and Omissions Insurance, including Network Liability and Privacy coverage, with a limit of at least Three Million Dollars (\$3,000,000). This insurance shall cover the UrtheCast Entities' and Interim Owner and its Affiliates' potential liability if the UrtheCast Entities action or inaction leads to Interim Owner or its Affiliates' network interruption, breach of its data or a breach of the UrtheCast Entities' privacy or professional obligations under this Agreement. Such policies shall name Interim Owner and its Affiliates as an additional insured and be primary to Interim Owner and its Affiliates' insurance coverage (i.e., the UrtheCast Entities' policy will pay first).

The parties acknowledge that this coverage will not be in place as of the Effective Date but will be put in place as soon as practical and no later than 60 days after Effective Date.

Upon request, the UrtheCast Entities will provide to Interim Owner insurance certificates showing compliance with the insurance specifications and will provide notice to Interim Owner in the event the UrtheCast Entities' insurance is cancelled. Neither Interim Owner's failure to require or insist on certificates or other evidence of insurance nor Interim Owner's acceptance of a certificate or other evidence of insurance showing a variance from the specified coverage changes the UrtheCast Entities' responsibility to comply with the insurance specifications. Interim Owner does not in any way represent or warrant that the types or limits of insurance specified in this article adequately protect the UrtheCast Entities' interests or sufficiently cover the UrtheCast Entities' liabilities.

Interim Owner Insurance

Without limiting the Interim Owner's liability to the UrtheCast Entities', the Interim Owner, at its sole cost and expense, will maintain the following minimum insurance coverage at all times throughout the Term and for the periods set forth below. The insurance shall be issued by insurance companies rated at least A- and VII by A. M. Best's key rating guide. If the Interim Owner uses subcontractors, the Interim Owner will ensure that each such subcontractor has insurance that meets the requirements of this Exhibit but with amounts commensurate to the extent of their subcontracted obligations.

1. CGL insurance written on ISO Form CG 00 01 or a substitute form providing equivalent coverage including premises, operations, products, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and completed operations. The CGL insurance must be written on an occurrence basis with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage. The Interim Owner may satisfy the minimum limits either with a single CGL policy or with a primary CGL policy plus an umbrella policy.

Upon request, the Interim Owner will provide UrtheCast insurance certificates showing compliance with the insurance specifications and will provide notice to UrtheCast in the event the Interim Owner's insurance is cancelled. Neither UrtheCast's failure to require or insist on certificates or other evidence of insurance nor UrtheCast's acceptance of a certificate or other evidence of insurance showing a variance from the specified coverage changes the Interim Owner's responsibility to comply with the insurance specifications. The UrtheCast Entities do not in any way represent or warrant that the types or limits of insurance specified in this article adequately protect the Interim Owner's interests or sufficiently cover the Interim Owner's liabilities.

LONG TERM LICENSE AND SERVICES AGREEMENT

This Long Term License and Services Agreement (together with each Exhibit hereto, the “**Master Services Agreement**”) is effective as of January 14, 2019 (“**Effective Date**”) by and between Winfield Solutions, LLC, a Delaware limited liability company, with a principal place of business at 4001 Lexington Avenue North, Arden Hills, MN 55126, USA (“**Winfield**”) on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at 33-1055 Canada Place Vancouver BC (“**UrtheCast**”), Deimos Imaging S.L.U., a sociedad limitada unipersonal under the laws of Spain, having its principal place of business at Parque Tecnológico de Boecillo, Edificio Galileo, Modulo Gris, Oficina 101, Boecillo, Valladolid, Spain (“**Deimos**”) and GEOSYS S.A.S., a société par actions simplifiée under the laws of France, having its principal place of business at ZAC de Balma Vidailhan – 2 rue Joseph Hubert B-Park – 31130 Balma France (“**GEOSYS**” and together with UrtheCast and Deimos, the “**UrtheCast Entities**” or each an “**UrtheCast Entity**”) on the other hand. The UrtheCast Entities or the applicable UrtheCast Entity are a “**party**”, and Winfield is a “**party**”, and each applicable party comprises the “**parties**.”

RECITALS

WHEREAS, under a Purchase Agreement dated November 6, 2018 by and among Land O’Lakes, Inc., 1185781 B.C. LTD. (“**AcquireCo**”) and UrtheCast (the “**Purchase Agreement**”), UrtheCast is purchasing, through AcquireCo, its wholly owned subsidiary, all of the issued and outstanding equity in the capital of GEOSYS International, Inc., Geosys Australia Pty, Geosys do Brasil sistemas de Informacao Agriocola Ltda and Geosys Technology Holding LLC, which in turn, holds all of the issued and equity capital in Geosys Europe Sarl and is the sole member of GEOSYS, on the terms and subject to the conditions contemplated by the Purchase Agreement (the “**First Transaction**”);

WHEREAS, UrtheCast, through AcquireCo, wishes to purchase from Winfield Solutions, LLC (sometimes referenced as the “**Interim Owner**”) the Acquired Platform Assets, on the terms and subject to the conditions contemplated by the Purchase Agreement (the “**Second Transaction**”);

WHEREAS, during the period between the First Transaction and the Second Transaction, the Interim Owner will license certain technology and provide certain services relating thereto used in the Business under an Interim License and Services Agreement between UrtheCast, GEOSYS International, Inc., Geosys Australia Pty, Geosys Europe Sarl, GEOSYS, and Geosys do Brasil sistemas de Informacao Agriocola Ltda and the Interim Owner of even date herewith (the “**Interim Agreement**”);

WHEREAS, under this Agreement, the UrtheCast Entities desire to license certain imagery products and provide certain services to Winfield, and pay certain royalties in connection with the Purchase Agreement, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, by their authorized signatures below, hereby agree to the terms and conditions set forth herein.

ARTICLE I DEFINITIONS; INTERPRETATION

1.1. **Definitions.** The following capitalized terms have the meanings set forth next to them when used in this Agreement.

(a) **“Additional Services”** means any additional services agreed by the parties in an Order/SOW.

(b) **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **“Control,”** for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or otherwise having the right, either by contract or otherwise, to control the operation, management or policy of the subject entity.

(c) **“Agreement”** means this Master Services Agreement and all Orders and SOWs, or, with respect to a particular Order or SOW, such Order or SOW and this Master Services Agreement.

(d) **“Base Services”** means the Imagery Services and R7 Product Services contemplated in this Master Services Agreement as of the Effective Date.

(e) **“Change of Control”** means the occurrence of (if over time, in any consecutive 12 month period), or the Person’s board or manager(s) votes to approve: (i) any consolidation or merger of the Person pursuant to which the stockholders or owners of the Person immediately before the transaction do not retain immediately after the transaction, in substantially the same proportions as their ownership of shares of the Person’s voting interests immediately before the transaction, direct or indirect beneficial ownership of more than 50% of the total combined voting power of the outstanding voting interests of the surviving business entity; (ii) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Person other than any sale, lease, exchange or other transfer to any company where the Person owns, directly or indirectly, 100% of the outstanding voting interests of such company after any such transfer; (iii) the direct or indirect sale or exchange in a single or series of related transactions by the stockholders or owners of the Person of more than 50% of the voting interests of the Person; or (iv) any change to the direct or indirect control of more than 50% of the voting interests of the Person or the granting of the right, either by contract or otherwise, to control the operation, management or policy of the Person.

(f) **“Claim”** means any claim, action, suit, proceeding, arbitration, or governmental or regulatory authority investigation.

(g) **“Connecting APIs”** means any Software application programming interface between, or functioning to permit the connection of, any of the Second Generation GEOSYS Products and the Second Generation R7 Product, and any iterations thereof, and all Intellectual Property Rights therein.

(h) **“Contract Quarter”** shall mean the respective periods of three (3) consecutive calendar months ending on March 31st, June 30th, September 30th, and December 31st; provided, however, that the first Contract Quarter for the first Contract Year shall extend from the Effective Date to the end of the then-current Contract Quarter and the last Contract Quarter shall extend from the first day of such Contract Quarter until the last day of the thirteenth Contract Year.

(i) **“Contract Year”** means each annual period commencing on the Effective Date and each anniversary thereof.

(j) **“Derivative Works”** means any derivative product or information developed from the proprietary source imagery data which does not contain any source imagery data and is irreversible and uncoupled from the source imagery data, for example but without limitation NDVI.

(k) **“Disabling Code”** means a piece of computer code intentionally inserted by the developer of the computer program in question for the purpose of interfering with either party’s use of such computer program, restricting either party from accessing data files or causing a material termination of the functionality of such computer program upon either the occurrence of a specified event or upon invocation by the person or entity who inserted the Disabling Code.

(l) **“Exhibit”** means an exhibit to this Master Services Agreement, each of which is incorporated by reference herein.

(m) **“GEOSYS Developments”** means the GEOSYS Products Developments and the GEOSYS R7 Developments, as applicable.

(n) **“GEOSYS Platform”** means the platform from which the applicable Imagery Products can be accessed, and on which the Imagery Products are stored. Prior to the Second Closing, the GEOSYS Platform means the GEOSYS Products, as updated from time to time and licensed to the UrtheCast Entities under the Business Use License, and, after the Second Closing, the GEOSYS Platform means the Second Generation GEOSYS Products, as updated from time to time.

(o) **“GEOSYS Products”** means all of the Software and other materials relating to the products described in Exhibit F (GEOSYS Products) attached hereto, as updated and further developed throughout the Term hereunder and under the Interim Agreement (including the Second Generation GEOSYS Products and as updated by the GEOSYS Products Developments under this Agreement and the Interim Agreement).

(p) **“GEOSYS Products Developments”** means, as generated during the Term under this Agreement and after expiration or termination of this Agreement in the event that the Operational Date does not occur prior to expiration or termination of this Agreement, any and all Improvements to the GEOSYS Products after the Effective Date including each iteration of the Second Generation GEOSYS Products and the Connecting APIs developed at an UrtheCast Entities’ sole expense after the Effective Date, and all Intellectual Property Rights therein, but specifically excluding the GEOSYS R7 Developments.

(q) **“GEOSYS R7 Developments”** means, as generated during the Term under this Agreement, Connecting APIs paid for by Winfield any and all other Improvements to the R7 Product after the Effective Date including the updates to the R7 Product for functioning with the UrtheDaily Imagery Data and each iteration of the Second Generation R7 Product, and all Intellectual Property Rights therein, but specifically excluding the Connecting APIs developed at an UrtheCast Entities’ sole expense after the Effective Date.

(r) **“Grant Back License Period”** means the period commencing on the Second Closing and (i) if the Operational Date occurs before expiration or termination of this Agreement, ending on the Operational Date, or (ii) if the Operational Date does not occur before expiration or termination of this Agreement, extending perpetually.

(s) **“Imagery Data”** means source imagery data, which, for purposes of this Agreement, is the Pre-UrtheDaily Imagery Data, and UrtheDaily Imagery Data or other Imagery Data specified in an Order/SOW (if any).

(t) **“Imagery Products”** means the Pre-UrtheDaily Imagery Products and the UrtheDaily Imagery Products, or other products specified in an Order/SOW.

(u) **“Imagery Services”** means the:

i. services, functions and responsibilities: (A) for hosting, managing, maintaining, supporting and developing the applicable GEOSYS Platform pursuant to Exhibit A (Imagery Services and Imagery Products); and (B) that, although not expressly described in Exhibit A (Imagery Services and Imagery Products), have been performed by GEOSYS within the twelve (12) months preceding the Effective Date relating to the hosting, managing, maintaining, supporting and developing of the GEOSYS Products; and

ii. generation, licensing or collection of the applicable Imagery Data; and

iii. processing of the applicable Imagery Data to produce the various Imagery Products per the applicable Product Specifications; and

iv. other imagery services agreed by the parties in this Agreement. The initial Imagery Services are described in Exhibit A (Imagery Services and Imagery Products) attached hereto.

(v) **“Improvements”** means any and all error corrections, bug fixes or patches, improvements, corrections, revisions, modifications, customizations, updates, upgrades, enhancements, new versions, derivative works and any other derivatives, and any other developments, including any development that customizes, enhances, or changes existing functionality including the creation of any new application program interfaces, alternative user interfaces or the extension of data structures and any development that adds new and independent functionality.

(w) **“Intellectual Property Rights”** means all intellectual property and proprietary rights of every kind and nature now or hereafter recognized in any country or jurisdiction in the world and however designated, whether arising by operation of Laws, contract, license or otherwise, and whether registered or otherwise, including all (i) copyrights and other rights associated with works of authorship, including without limitation all exclusive exploitation rights, moral rights and mask-works, (ii) trademarks, trade names, logos and service marks, (iii) trade secrets and know-how, (iv) patents, designs and algorithms, and (v) all registrations, applications, renewals, extensions, continuations, divisions or reissues of any of the foregoing, now or hereafter recognized in any country or jurisdiction in the world.

(x) **“Laws”** means all applicable federal, state, provincial, regional, territorial, local and other laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof.

(y) **“Losses”** means any and all losses, liabilities (including settlements and judgments), damages, sanction, fines, penalties, interest and claims (including taxes), deficiencies, and all related costs and expenses (including court costs, reasonable fees and

expenses of attorneys, accountants and other experts or other reasonable fees and expenses of investigation, litigation or other proceedings or of any claim, default or assessment).

(z) “**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

(aa) “**Moral Rights**” means any right to claim authorship of a work, any right to be associated with a work as its author, any right to remain anonymous, and any right to the integrity of a work, or to restrain or claim damages in respect of distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not prejudicial to the author’s honor or reputation, and any similar or neighboring right existing under common or statutory law of any country, province or state in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right” or “droit moral.”

(bb) “**Open Source Software**” means any software, programming, or other intellectual property that is subject to (x) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses or (y) any agreement with terms requiring any intellectual property owned or licensed by Winfield or its Affiliates to be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable.

(cc) “**Operational Date**” means the date on which (i) the Platform Separation has occurred under the Interim Agreement, (ii) the UrtheDaily Improvements Completion has occurred, and (iii) the parties, acting reasonably and in good faith, have reached written agreement to Service Levels for the GEOSYS Platform.

(dd) “**Order**” means a written addendum to this Master Services Agreement that: (i) lists the specific Imagery Products to be purchased, including any applicable Specifications different from those set forth in this Master Services Agreement; (ii) describes any Additional Services to be provided by an UrtheCast Entity under this Agreement (and any associated Termination Assistance Services), including by reference to any SOWs; (iii) sets forth the payment terms for, and any special terms or conditions governing, the Imagery Products and Additional Services; and (iv) has been executed by the parties.

(ee) “**Person**” includes any individual, corporation, limited liability company, unlimited liability company, body corporate, partnership, limited partnership, limited liability partnership, firm, joint venture, syndicate, association, capital venture fund, trust, trustee, executor, administrator, legal personal representative, estate, government, governmental agency and any other form of entity or organization, whether or not having legal status.

(ff) “**Personnel**” means a party’s Affiliates and third party subcontractors (which could include its Affiliates) and its and their respective employees, agents, contractors, consultants and representatives.

(gg) “**Pre-UrtheDaily Imagery Data**” is the Imagery Data generated, licensed or collected by or for the UrtheCast Entities prior to the Operational Date.

(hh) “**Pre-UrtheDaily Imagery Products**” means the Derivative Works resulting from processing the Pre-UrtheDaily Imagery Data in accordance with the applicable Product Specifications.

(ii) **“Product Specifications”** means the specifications for the applicable Imagery Products as specified in Exhibit A (Imagery Services and Imagery Products), or as otherwise specified in an Order/SOW.

(jj) **“R7 Product”** means all of the Software and other materials relating to the R7 product described in Exhibit B (R7 Product and R7 Product Services), as updated and further developed throughout the Term hereunder and under the Interim Agreement (including the Second Generation R7 Product and as updated by the GEOSYS R7 Developments under this Agreement and the Interim Agreement).

(kk) **“R7 Product Hosting Services”** means the services, functions and responsibilities: (i) for hosting and managing the R7 Product described as R7 Product Hosting Services in Exhibit B (R7 Product and R7 Product Services); (ii) that, although not expressly described in Exhibit B (R7 Product and R7 Product Services), have been performed by GEOSYS within the twelve (12) months preceding the Effective Date relating to the hosting and management of the R7 Product; and (iii) that are Additional Services related to the hosting and management of the R7 Product set forth in any Order/SOW.

(ll) **“R7 Product Maintenance Services”** means the services, functions and responsibilities: (i) for maintenance, support, and development (including delivery of the GEOSYS R7 Developments) of the R7 Product described as R7 Product Maintenance Services in Exhibit B (R7 Product and R7 Product Services) (which may be further described in an SOW); (ii) for further development of the R7 Product after the Second Closing so that it functions and is compatible with the UrtheDaily Imagery Data (which may be further described in an SOW); (iii) that, although not expressly described in Exhibit B (R7 Product and R7 Product Services), have been performed by GEOSYS within the twelve (12) months preceding the Effective Date relating to the maintenance, support, and development of the R7 Product; and (iv) that are Additional Services related to the maintenance, support, and development of the R7 Product set forth in any Order/SOW.

(mm) **“R7 Product Services”** means the R7 Product Hosting Services and the R7 Product Maintenance Services.

(nn) **“Second Generation GEOSYS Products”** means the new separate products that are developed based on the GEOSYS Products as of the Effective Date and are the result of development under this Agreement and the Interim Agreement, as approved by Winfield prior to the Operational Date.

(oo) **“Second Generation R7 Product”** means the new separate product that is developed based on the R7 Product as of the Effective Date and is the result of development under this Agreement and the Interim Agreement, as approved by Winfield.

(pp) **“Service Levels”** means the specified levels of service set forth in this Agreement.

(qq) **“Service Level Termination Event”** has the meaning set forth in Exhibit A (Imagery Services and Imagery Products), Exhibit B (R7 Product and R7 Product Services) and any Order/SOW, as applicable.

(rr) **“Services”** means the Base Services, any Additional Services and the Termination Assistance Services.

(ss) “**Software**” means all source code and object code and all documentation pertaining thereto including functional specifications, object libraries, design documentation, technical documentation, statements of principles of operations, schematics, programmers’ guides and other materials that collectively are reasonably sufficient to permit a reasonably skilled computer programmer to understand the design, structure and implementation of the Software, to maintain, modify and implement such Software and to enable a professional writer to write documentation and help files for the Software, in each case without assistance from the developing party.

(tt) “**Specifications**” means the Products Specifications.

(uu) “**Statement of Work**” or “**SOW(s)**” means a statement of work agreed to by the parties under this Master Services Agreement or as part of an Order describing Additional Services (and any associated Termination Assistance Services) to be performed by an UrtheCast Entity hereunder. A sample form of an SOW is attached to this Master Services Agreement as Exhibit C (Form of Statement of Work).

(vv) “**Termination Assistance Period**” means (i) for any of the Base Services, the period of time commencing on the expiration or date of notice of termination of such Service and continuing until the earlier of a disengagement and transfer of such Service satisfactory to Winfield, acting reasonably, has been completed or twelve (12) months after such date of notice of termination, and (ii) for any Additional Services, the period of time commencing on the date of expiration or notice of termination or non-renewal of such Service, and continuing until the earlier of a disengagement and transfer of such Service satisfactory to Winfield, acting reasonably, has been completed, the termination assistance period specified in the Order/SOW, or six (6) months (unless the entire Agreement is terminated in which case the period of time will run concurrently with the Base Services being terminated).

(ww) “**Termination Assistance Services**” means (i) the services to be performed by the applicable UrtheCast Entity in effecting the orderly transfer of the applicable Base Services or Additional Services being terminated hereunder either to a third party or to Winfield, in accordance with Section 14.6 and the applicable Disengagement Plan, and (ii) the performance by the applicable UrtheCast Entity of such additional services as may be reasonably requested by Winfield and agreed to by the applicable UrtheCast Entity in connection with the transfer of the applicable Base Services or Additional Services either to a third party or to Winfield.

(xx) “**Territory**” means the continental United States of America, Mexico, and Canada.

(yy) “**UrtheDaily Constellation**” means the constellation of six (6) or more earth observation satellites which UrtheCast is proposing to build and operate to produce more than 100 million km² of compliant multispectral imagery of the Earth’s landmasses (excluding Antarctica) each day.

(zz) “**UrtheDaily Imagery Data**” is the Imagery Data from the UrtheDaily Constellation.

(aaa) “**UrtheDaily Imagery Products**” means the Derivative Works resulting from processing the UrtheDaily Imagery Data in accordance with the applicable Product Specifications.

(bbb) “**UrtheDaily Improvements Completion**” means (i) the UrtheDaily

Constellation is launched and operational, (ii) the UrtheDaily Imagery Data is being processed into UrtheDaily Imagery Products per the Product Specifications, and per the applicable Service Levels, as determined by the parties' mutual agreement, acting reasonably, and (iii) the Second Generation GEOSYS Products and the Second Generation R7 Product are operational and function with and are compatible with the UrtheDaily Imagery Data, and have completed acceptance testing, per the criteria set forth in Exhibit G (UrtheDaily Improvements Completion Criteria), as determined by the parties' mutual agreement (provided that Winfield has sole approval of the Second Generation R7 Product), acting reasonably (provided, however that this subsection (iii) shall not have effect with respect to the Second Generation R7 Product if Winfield terminates the R7 Product Maintenance Services prior to completion of the development and Winfield is not separately paying for the services to further develop the Second Generation R7 Product to function and be compatible with the UrtheDaily Imagery Data).

(ccc) **“Winfield Customers”** means the end user customers of Winfield, its Affiliates or any Winfield Retailers, including all growers, farmers and any other end-user customers.

(ddd) **“Winfield Data”** means all data or information submitted to the R7 Product or other Approved Technology or R7 Product Services by any of the Winfield Group or their respective Personnel and all results and derivatives thereof produced through use of the R7 Product or other Approved Technology or R7 Product Services.

(eee) **“Winfield Group”** means Winfield, its Affiliates, Winfield Retailers and Winfield Customers.

(fff) **“Winfield Retailers”** means Winfield's or its Affiliates' respective licensees, sales representatives, distributors (throughout the chain of distribution) and value-added resellers.

(ggg) **“Winfield Network”** means the network, information or communication systems (including software, hardware, equipment, and IT systems) owned or licensed from a third party by Winfield or its Affiliates.

1.2. **Other Defined Terms.** In addition to the terms defined in Section 1.1, the following terms shall have the respective meanings assigned thereto in the Sections indicated below:

Defined Term	Section
Acquired Platform Assets	Purchase Agreement
Annual Base Cap	13.5(b)(ii)
Annual Data Breach Cap	13.5(b)(i)
Approved Technology	3.2(a)
Bundled Product	3.2(d)
Business Use License	Interim Agreement
Confidential Information	11.1
Customer Value Add Products	3.2(b)(ii)
DATA BREACH	13.5(b)(i)

Defined Term	Section
Deimos	Preamble
Disclosing Party	11.1
Disengagement Plan	14.6(b)
Effective Date	Preamble
Escrow Agent	7.1
Escrow Agreement	7.1
Escrow Materials	7.2
Escrow Scope	7.2
First Transaction	Recitals
Force Majeure Event	6.11
GEOSYS	Preamble
Grant Back License	7.9(a)
Indemnified Group	13.3
Interim Agreement	Recitals
Interim Owner	Recitals
IP Assets	12.9(a)
Liability Exceptions	13.5(c)
Notice of Election	13.4(a)
Master Services Agreement	Preamble
party; parties	Preamble
Platform Separation	Interim Agreement
Platform Separation and UrtheDaily Improvements License	Interim Agreement
Purchase Agreement	Recitals
R7 Product Services Term	14.3
Receiving Party	11.1
Release Event	7.4
Second Closing	Purchase Agreement
Second Transaction	Recitals
Service Level Credits	5.2(b)

Defined Term	Section
Taxes	8.10
Term	14.1
UrtheCast	Preamble
UrtheCast Entities	Preamble
Warranty Period	12.4
Winfield	Preamble

1.3. **Interpretation.** This Agreement will be governed by the following rules of construction, unless otherwise specified by this Agreement: (a) words of one gender will be deemed to include words of other genders; (b) any reference to an Article, Section, or Exhibit is a reference to an Article, Section or Exhibit of this Master Services Agreement or the applicable Order or SOW, as the case may be, unless specifically indicated to the contrary; (c) the terms “hereof,” “hereby,” “hereto,” “hereunder” and similar terms will refer to this Agreement as a whole; (d) the word “including” and words of similar import mean “including, without limitation” and “including, but not limited to”; (e) the headings contained herein are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement; (f) this Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted; (g) all references to “dollars” or “\$” refer to United States dollars; and (h) all references to “days” mean calendar days unless stated to be business days.

ARTICLE II PROVISION OF SERVICES GENERALLY

2.1. **Services Generally.**

(a) By UrtheCast. The applicable UrtheCast Entity shall perform the Services and deliver the Imagery Products and GEOSYS Developments pursuant to the terms of this Agreement, including in accordance with the applicable Service Levels. Any subtasks that are not specifically described in this Agreement, but which are a reasonably inherent or necessary part of the applicable Services, shall be deemed to be included within the scope of the applicable Services to be delivered for the fees as if such subtasks were specifically described herein. Notwithstanding that a particular UrtheCast Entity is specified as having the obligation to perform a Service herein, the UrtheCast Entities are jointly and severally liable for performance hereunder.

(b) By Winfield. Winfield and its Personnel shall cooperate reasonably with the applicable UrtheCast Entity performing any of the Services in order to enable the applicable UrtheCast Entity’s performance of Services in accordance with the terms of this Agreement, including the applicable Service Levels.

(c) Savings Clause. Each party’s failure to perform its responsibilities under this Agreement (excluding its obligation to meet the Service Levels which are only subject to the exceptions and/or exclusions stated for such Service Levels) will be excused on a day by day

basis if and to the extent such party's non-performance is directly caused by the failure of the other party or its Personnel to perform the other party's obligations under this Agreement. The party seeking the excuse from performance shall promptly notify the other party when it becomes aware that a failure of the other party or its Personnel will cause, or has caused, a failure by the notifying party in performing, and the parties shall work together to prevent or circumvent such failure(s).

2.2. **Orders and SOWs.**

(a) Imagery Products and Services. The initial Imagery Products and Base Services are described in this Master Services Agreement. Additional Imagery Products and Additional Services may be purchased through Orders or SOWs placed under this Master Services Agreement.

(b) Terms. This Master Services Agreement sets forth the terms that apply to each Order and SOW issued to the applicable UrtheCast Entity under this Master Services Agreement (and not, for clarity, the Interim Agreement) and accepted by the UrtheCast Entities. The terms and conditions of this Master Services Agreement will apply to each such Order and SOW.

(c) Conflicts. Acceptance of an Order or SOW is limited to the agreed terms of that Order/SOW and this Master Services Agreement, and any inconsistent, additional, or different terms in the Order/SOW (including any boilerplate) or any quote document will not have any force or effect unless the parties have identified such provision in an Order/SOW as specifically amending a term of this Master Services Agreement by reference to the term being amended.

2.3. **Development.** Under the Interim Agreement, the parties are developing and finalizing a Development Plan relating to Platform Separation (which is governed by the Interim Agreement) and for further development of the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data, and outlining each party's respective obligations with respect to such development. After the Second Closing (and expiration of the Interim Agreement), if the UrtheDaily Improvements Completion has not occurred by then, the development will continue per the terms of this Agreement as set forth below:

(a) Pursuant to the Development Plan:

i. The applicable UrtheCast Entity shall continue to develop the GEOSYS Products and R7 Product as necessary to function and be compatible with the UrtheDaily Imagery Data in accordance with the criteria set forth in Exhibit G (UrtheDaily Improvements Completion Criteria); provided, however, that, on termination of the R7 Product Maintenance Services hereunder, the foregoing obligation shall no longer include the obligation to upgrade the R7 Product to function and be compatible with the UrtheDaily Imagery Data unless Winfield pays for such upgrades separately under an SOW; and

ii. Winfield shall have the right to test the iterations and approve the further developed Second Generation GEOSYS Products and Second Generation R7 Product and the UrtheDaily Improvements Completion.

(b) The applicable UrtheCast Entity shall provide Winfield with updates periodically with respect to the UrtheDaily Improvements Completion.

(c) The Development Managers appointed under the Interim Agreement will serve

until the UrtheDaily Improvement Completion (subject to change per the Interim Agreement).

(d) The Joint Development Committee established pursuant to the Interim Agreement will function until the UrtheDaily Improvement Completion, and, under this Agreement, shall be responsible for managing the following activities:

- i. the planned roadmap and costs involved for further development of the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data;
- ii. the UrtheCast Entities' performance of further development of the GEOSYS Products and R7 Product to function and be compatible with the UrtheDaily Imagery Data as specified in the Development Plan, including performing per schedule;
- iii. reviewing and testing of each iteration of the GEOSYS Products and R7 Product as they are further developed to function and be compatible with the UrtheDaily Imagery Data, including each iteration of the Second Generation GEOSYS Products and Second Generation R7 Product;
- iv. reviewing, approving and, as necessary, amending, the Development Plan; and
- v. any other matters deferred to the Joint Development Committee in accordance with this Agreement.

(e) The general terms of Section 3.4(c) of the Interim Agreement (including covering the membership, meeting, costs and dispute resolution) applying to the Joint Development Committee shall apply under this Agreement too, except that if the Co-Chairmen do not resolve a dispute regarding the developments to function and be compatible with the UrtheDaily Imagery Data within sixty (60) days of the date of such escalation, Winfield shall have the casting vote and final decision right for the R7 Product and UrtheCast shall have the casting vote and final decision right for the GEOSYS Products. For clarity, the Joint Development Committee shall not have the authority to independently amend the terms and conditions of this Agreement.

ARTICLE III IMAGERY SERVICES AND LICENSES

3.1. **Imagery Services.** During the Term, the applicable UrtheCast Entity shall perform the Imagery Services pursuant to Exhibit A (Imagery Services and Imagery Products) and this Agreement, including in accordance with the applicable Specifications and Service Levels. Prior to the Operational Date, such Imagery Services include the generation, licensing and collection of the Pre-UrtheDaily Imagery Data and processing it into the applicable Pre-UrtheDaily Imagery Products. After the Operational Date, such Imagery Services include the generation, licensing and collection of the UrtheDaily Imagery Data and processing it into the applicable UrtheDaily Imagery Products.

3.2. **License.** During the Term, and subject to the terms and conditions of this Agreement, the applicable UrtheCast Entity hereby grants a non-exclusive, royalty-free, non-transferable (except as permitted in Section 15.6), license and right, limited to the Territory only, and subject to the reservation by the applicable UrtheCast Entity of all rights not explicitly granted hereunder:

- (a) to Winfield and its Personnel to use any interfaces, including APIs, or other information provided by any of the UrtheCast Entities, to develop the applicable APIs and

interfaces necessary to connect any version of the R7 Product (including any iteration of the Second Generation R7 Product) and any other Winfield owned or licensed technology or, as mutually agreed, any other technology (including any Winfield Retailer's technology) (each such connected R7 Product or other technology is the "**Approved Technology**") to the GEOSYS Platform; and

(b) to Winfield and its Personnel to, and to permit any Winfield Retailer and their Personnel to:

i. use such developed APIs or interfaces or the Connecting APIs to connect or link any version of the Approved Technology to the GEOSYS Platform to enable the access to and use of the Imagery Products and Customer Value Add Products as contemplated herein;

ii. access the Imagery Products via the GEOSYS Platform (connected as permitted above) on a real-time or time-lagged basis in order to frame and/or otherwise zone, manipulate or present, or use portions of, the Imagery Products on their own or bundled with other features, Imagery Products (in whole or in part) or images (any such resulting product(s), are the "**Customer Value Add Products**");

(c) to Winfield and its Personnel to:

i. market the rights to access and use the Imagery Products and Customer Value Add Products as part of the Bundled Product itself or through Affiliates to existing and potential Winfield Retailers and Winfield Customers, and permit and sublicense the Winfield Retailers and their Personnel to market the rights to access and use the Imagery Products and Customer Value Add Products as part of the Bundled Product to existing and potential Winfield Customers; and

ii. resell and distribute the rights to access and use the Imagery Products and Customer Value Add Products as part of the Bundled Product itself or through Affiliates to existing and potential Winfield Retailers and Winfield Customers, and permit and sublicense the Winfield Retailers and their Personnel to resell and distribute the rights to access and use the Imagery Products and Customer Value Add Products as part of the Bundled Product to existing and potential Winfield Customers; and

(d) to Winfield and its Personnel to, and to permit any Winfield Retailer and Winfield Customer and their respective Personnel to, access, present, display, and use the Imagery Products and any Customer Value Add Products, in whole or in part, via the GEOSYS Platform, for any use in connection with any version of the Approved Technology (the "**Bundled Product**").

3.3. Commercialization Rights Outside the Territory In the event any of the UrtheCast Entities or their Affiliates elects to license or otherwise commercialize their products and services relating to imagery products including any Derivative Works on an exclusive basis outside of the Territory during the Term (an "**Exclusive Transaction**"), in any of the following territories: South Africa, Kenya, Rwanda, Brazil, Australia, Argentina, and China, then UrtheCast shall ensure such Exclusive Transaction does not preclude Winfield or any Winfield Affiliate from being able to receive from any of the UrtheCast Entities or their Affiliates any such products and services relating to imagery products including any Derivative Works in any such territory.

3.4. **Copyright Notices.** Winfield shall not alter or remove any copyright notice or proprietary legend contained in or on the Imagery Products.

3.5. **Ownership.** The Imagery Products are licensed not sold. All rights and title in and to the intellectual property in or related to the Imagery Products is and will remain the exclusive property of the UrtheCast Entities or their licensor. The UrtheCast Entities or their licensor owns and will continue to own all title in any copy of the Imagery Products and Imagery Data, except that, as between the parties, Winfield shall own the R7 Product, any other Approved Technology, the Customer Value Add Products and any other intellectual property or materials developed by anyone in the Winfield Group and their respective Personnel, subject to the UrtheCast Entities' rights in the Imagery Products and Imagery Data.

3.6. **Prosecution.**

(a) The UrtheCast Entities will have the sole right to obtain, in their own name, statutory protection in the form of patents, industrial designs, trade-marks and copyrights for invention, industrial designs, trade-marks and original works of authorship as may exist in and to the Imagery Data, the Imagery Products, and, following the Second Closing, the GEOSYS Products.

ARTICLE IV R7 PRODUCT LICENSES AND SERVICES

4.1. **R7 Product.** The applicable UrtheCast Entity acknowledges that, as of the Effective Date, the R7 Product and Winfield Data is hosted, managed, maintained, supported and further developed by GEOSYS, or its approved subcontractors, for the benefit of Winfield. The parties intend that an UrtheCast Entity continue to host, manage, maintain, support and further develop the R7 Product (and Winfield Data) for Winfield's benefit during the term of the Interim Agreement while the Second Generation R7 Product is being developed as part of Platform Separation, and thereafter, so long as Winfield desires to purchase the R7 Product Services from the applicable UrtheCast Entity during the Term.

4.2. **Licenses; Restrictions on Use.**

(a) Subject to the terms and conditions of this Agreement, Winfield grants to each of the UrtheCast Entities severally a non-exclusive, royalty-free, non-transferable (except as permitted in Section 15.6), non-sublicensable (except to permitted subcontractors) license and right, during the applicable R7 Product Services Term, to:

- i. perform, display, host and manage the R7 Product and all copies thereof as installed on the Effective Date (unless Winfield otherwise agrees in writing) on servers hosted by the applicable UrtheCast Entity in the United States of America solely for the purpose of performing the applicable R7 Product Services, the Platform Separation and development services under the Interim Agreement and the Termination Assistance Services, which includes the right to host, store and transmit the Winfield Data in, to and from the R7 Product solely to the extent necessary to provide the R7 Product Services for Winfield's benefit in each case in the United States of America, Canada, Spain or France; and
- ii. maintain, support, modify and make derivative works of the R7 Product solely for the purpose of performing the applicable R7 Product Maintenance Services in the United States of America, Canada, Spain or France.

(b) The UrtheCast Entities shall not sublicense, license, sell, lease, rent, transfer, assign, or otherwise make the R7 Product and Winfield Data available to third parties (except for permitted subcontractors and the Winfield Group through use of the R7 Product). Winfield reserves all rights to the R7 Product and Winfield Data not granted herein. Without limiting the generality of the foregoing, the UrtheCast Entities shall not, and shall not permit any of their Personnel or any third party to: (i) copy, translate, disassemble, decompile, reverse-engineer, or attempt to create the source code from object code for, the R7 Product except as necessary to perform under the Platform Separation and UrtheDaily Improvements License and as set forth in Section 4.4; (ii) modify or make any derivative works of the R7 Product except as expressly granted in Section 4.2(a)(ii) and as necessary to perform under the Platform Separation and UrtheDaily Improvements License and all such modifications and derivative works are GEOSYS R7 Developments owned by Winfield hereunder or under the Interim Agreement; (iii) modify or make any derivatives to Winfield Data unless such derivatives are processed by use of the R7 Product, in which case all such derivatives shall be deemed Winfield Data; (iv) use the R7 Product and Winfield Data to knowingly transmit any content, data or information that is unlawful, defamatory, or invasive of another's privacy right or right of publicity or infringes any intellectual property rights; (v) use, disclose, copy, or access Winfield Data except to provide the R7 Product for Winfield's benefit, or in accordance with Winfield's written instructions; (vi) delete Winfield Data except in accordance with the terms of this Agreement; or (vii) use the R7 Product and Winfield Data in the operation of a service bureau, outsourcing or time-sharing service or for the benefit of any third party.

(c) The UrtheCast Entities may make copies of the R7 Product only for backup, archival, disaster recovery, and disaster recovery testing purposes consistent with Exhibit B (R7 Product and R7 Product Services), or as otherwise necessary to perform under the Platform Separation and UrtheDaily Improvements License. On each such copy, the applicable UrtheCast Entity shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the R7 Product made or received by the UrtheCast Entities can be used only as permitted under this Agreement and the Interim Agreement. At any time within ten (10) days after Winfield's written request, the UrtheCast Entities shall inform Winfield of the number and location of all copies of the R7 Product that each UrtheCast Entity has made or received.

(d) Without limiting the other terms in this Agreement, the UrtheCast Entities recognize and acknowledge that whenever any of them receives source code from Winfield, each such UrtheCast Entity shall maintain the confidentiality of such source code and use it solely for the permitted use of the R7 Product. Each UrtheCast Entity agrees to: (i) hold all such source code in the strictest confidence; and (ii) ensure that its Personnel do not disclose such source code to any person, firm or corporation or to use it except as only necessary in permitted use of the R7 Product.

(e) The UrtheCast Entities acknowledge that GEOSYS has a master copy of the R7 Product, and no delivery thereof is required hereunder.

4.3. R7 Product Services. During the applicable R7 Product Services Term, the applicable UrtheCast Entity shall perform the R7 Product Services pursuant to Exhibit B (R7 Product and R7 Product Services) and this Agreement, including in accordance with the applicable Service Levels.

4.4. Additional R7 Product Hosting Services Terms.

(a) Safeguards. This Section is in addition to the terms of Article XI and Exhibit B (R7 Product and R7 Product Services). In the event of any conflict between this Section 4.4(a) and Article XI and Exhibit B (R7 Product and R7 Product Services), the terms that give the most protection to the applicable confidential information shall take precedence. The UrtheCast Entities shall develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of, and to prevent non-permitted use or disclosure of, Winfield Data in the applicable UrtheCast Entity's (or its subcontractor's) custody or control, as described in more detail in Exhibit B (R7 Product and R7 Product Services). The UrtheCast Entities (or their subcontractors) will continue to maintain security measures in respect of the R7 Product and Winfield Data at least equivalent in all material respects to those described in Exhibit B (R7 Product and R7 Product Services). The parties acknowledge that the detailed security measures implemented by the UrtheCast Entities (or their subcontractors) may evolve from time to time in response in particular to changes in the Law, developments in technologies and changing security threats. However, in no event during the hosting, storage or transmission of any Winfield Data shall changes to any UrtheCast Entities' (or their subcontractors') security program diminish the level of data protection offered in Exhibit B (R7 Product and R7 Product Services).

(b) Data Breaches. The UrtheCast Entities shall notify Winfield without unreasonable delay (and, in any case, within any applicable timelines set forth in Exhibit B (R7 Product and R7 Product Services)) if any of the UrtheCast Entities learns of disclosure of Winfield Data not permitted by this Agreement and shall investigate and remediate any such disclosure of Winfield Data within the UrtheCast Entities' (or their subcontractor's) possession or control in accordance with all applicable Laws. Winfield and the applicable member of the Winfield Group shall have the right to participate in any security investigation and remediation relating to the Winfield Data; providing, however, that any such participation shall not unreasonably interfere with the applicable UrtheCast Entity's investigation and remediation efforts relating to such Winfield Data. In all events, the UrtheCast Entities shall cooperate with Winfield in resolving and remediating any actual or suspected acquisition or misuse of such Winfield Data. If any unauthorized disclosure of or access to Winfield Data is attributable to a breach by any UrtheCast Entity or its Personnel (including its subcontractors) of any UrtheCast Entities' obligations under this Agreement or their negligence or willful misconduct, the UrtheCast Entities shall bear (i) the costs incurred by the UrtheCast Entities in complying with its legal obligations relating to such breach, and (ii) in addition to any other damages for which the applicable UrtheCast Entity may be liable for under this Agreement, the following costs incurred by any of the Winfield Group in responding to such breach, to the extent applicable: (1) the cost of providing notice to affected individuals, (2) the cost of providing notice to government agencies, credit bureaus, and/or other required entities, (3) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing, (4) call center support for such affected individuals for a specific period not to exceed thirty (30) days, and (5) the cost of any measures required under applicable law. Any such costs are deemed direct damages hereunder.

(c) Data Back Up. The applicable UrtheCast Entity shall back up the Winfield Data per the terms of Exhibit B (R7 Product and R7 Product Services).

(d) Passwords. The applicable UrtheCast Entity shall provide all passwords and userIDs for the Winfield Group to access the R7 Product while hosted by the applicable UrtheCast Entity, or for an administrator to generate such passwords and userIDs.

4.5. **Additional R7 Product Maintenance Services Terms.**

(a) Delivery. Unless an SOW states otherwise, or unless development is occurring on the Winfield Network, each UrtheCast Entity will at the end of predefined time points or milestones, deposit all then-current GEOSYS R7 Developments from the R7 Product Maintenance Services to an FTP location provided by Winfield.

(b) Acceptance Procedure. Unless a different acceptance procedure is stated in an SOW, the parties will follow the acceptance procedures in Exhibit D (Acceptance Procedure) with respect to all GEOSYS R7 Developments (including each iteration of the Second Generation R7 Product) and each iteration of the Second Generation GEOSYS Products generated prior to the Operational Date.

4.6. **Network Access**. In the event that the R7 Product Hosting Services are terminated and so R7 Product Maintenance Services are performed on the Winfield Network, or in the event that Winfield desires that any UrtheCast Entity access the Winfield Network to perform any other Services hereunder, this Section shall apply to all access to the Winfield Network in addition to the requirements set forth in Exhibit B (R7 Product and R7 Product Services). Winfield may require each UrtheCast Entity or its Personnel to execute a network access agreement prior to making any access to the Winfield Network. Each of the following applies to use of the Winfield Network:

(a) Each UrtheCast Entity will only access the Winfield Network using the connection or access codes provided by Winfield, and will ensure that only the UrtheCast Entity Personnel who are authorized by Winfield use such connection/access codes to access the Winfield Network. Access credentials cannot be shared or used by more than one individual at a time. The applicable UrtheCast Entity will inform Winfield of the name(s) of each of the applicable UrtheCast Entity Personnel that the UrtheCast Entity desires Winfield to authorize to access the Winfield Network. The applicable UrtheCast Entity will notify Winfield promptly if any of the UrtheCast Entity Personnel who has been granted such access has been (1) terminated from employment or otherwise is no longer one of the UrtheCast Entity Personnel, or (2) reassigned and no longer requires access to the Winfield Network. The UrtheCast Entities will ensure that no UrtheCast Entity Personnel other than such authorized UrtheCast Entity Personnel access the Winfield Network.

(b) The UrtheCast Entities will use access to the Winfield Network for the sole and limited purpose of performing the applicable Services. The UrtheCast Entities will not access, or attempt to access, any part of any Winfield Network that they are not authorized to access.

(c) The UrtheCast Entities agree that none of them will post, transmit or otherwise cause to be placed on the Winfield Network, or use the Winfield Network to post or transmit, any material that is defamatory, obscene, or which breaches any applicable Laws or material that infringes any third party's intellectual property rights. None of the UrtheCast Entities will attempt to defeat any security measures in the Winfield Network. The UrtheCast Entities acknowledge that information about the UrtheCast Entities, including any personal data of any of their Personnel, that is made available on the Winfield Network may be accessible by others with

authorized access to the Winfield Network and each UrtheCast Entity hereby consents to such disclosure on behalf of itself and as an authorized representative of each of their Personnel.

(d) The UrtheCast Entities acknowledge and agree that, to the extent permitted by applicable Laws, Winfield has the right to monitor, record and investigate all uses of the Winfield Network by each UrtheCast Entity or their Personnel, including all email or other communications, and the UrtheCast Entities hereby consent to such monitoring, recording and investigation. The UrtheCast Entities acknowledge and agree that each of them and their Personnel do not have any expectation of privacy with respect to any personal information or communications made by or to it or its Personnel through the Winfield Network.

(e) The UrtheCast Entities will promptly report any security breach any of them become aware of, in relation to the Winfield Network, and will cooperate with and fully support Winfield's investigation of each such security breach. Winfield may disconnect access or connections to the Winfield Network at any time.

(f) THE WINFIELD NETWORK IS PROVIDED BY WINFIELD TO THE URTHECAST ENTITIES AND THEIR PERSONNEL ON AN AS-IS, WHERE-IS BASIS. WINFIELD EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WINFIELD NETWORK, OR ITS CONDITION OR SUITABILITY FOR USE BY THE URTHECAST ENTITIES OR THEIR PERSONNEL TO PROVIDE THE SERVICES, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(g) No UrtheCast Entity shall be liable for its inability to perform its obligations under this Agreement to the extent that the Winfield Network, including its configuration, implementation, hardware, or software, or the availability thereof, is responsible for same; provided, that the UrtheCast Entities comply with Section 2.1(c).

4.7. **Ownership.**

(a) Generally. The R7 Product, Specifications and all Winfield Data: (i) are owned or licensed by and are proprietary to Winfield, as between the parties, (ii) constitute trade secrets of Winfield, and (iii) constitute Confidential Information of Winfield.

(b) GEOSYS R7 Developments. Without limiting the generality of the foregoing, all GEOSYS R7 Developments, and all Intellectual Property Rights therein, will be solely owned by Winfield. Winfield will be deemed to be the author and inventor of the GEOSYS R7 Developments immediately upon their creation, authoring, development or invention under applicable Laws. The GEOSYS R7 Developments that are copyrightable will be deemed "works made for hire" under the U.S. Copyright Act or equivalent foreign Law. Without limiting the foregoing, the UrtheCast Entities, for themselves and their Personnel, will and hereby do, without further consideration, assign, transfer and convey to Winfield (both present and future), effective immediately on the authoring, creation, invention or development of the GEOSYS R7 Developments, all right, title and interest whatsoever throughout the world in and to the GEOSYS R7 Developments, including all Intellectual Property Rights therein.

(c) Prosecution and Enforcement. Winfield will have the sole right to obtain, in its own name, statutory protection in the form of patents, industrial designs, trade-marks and copyrights for invention, industrial designs, trade-marks and original works of authorship that it

owns, including all such rights as may exist in and to the R7 Product (including all GEOSYS R7 Developments (including each iteration of the Second Generation R7 Product)). The UrtheCast Entities shall not seek to register anywhere in the world any intellectual property rights owned by Winfield. Winfield shall have the sole right to enforce against third party infringers of the R7 Product (including all GEOSYS R7 Developments (including each iteration of the Second Generation R7 Product)).

(d) Winfield Data. The UrtheCast Entities, for themselves and their Personnel, will and hereby do, without further consideration, assign, transfer and convey to Winfield (both present and future), all right, title and interest whatsoever throughout the world in and to the Winfield Data, including all Intellectual Property Rights therein.

(e) Waivers; Further Assurances. The UrtheCast Entities waive, and will not assert, any liens or other encumbrances any of them obtain on the R7 Product and Winfield Data. The UrtheCast Entities will not withhold the R7 Product or Winfield Data as a means of resolving a dispute. Under no circumstances shall the UrtheCast Entities or their Personnel attempt to access or allow access to the R7 Product or Winfield Data that is not required for the performance of the UrtheCast Entities' obligations or otherwise permitted under this Agreement. The UrtheCast Entities shall take all actions required under applicable Law to ensure that they acquire all available rights in the GEOSYS R7 Developments and Winfield Data, including all Intellectual Property Rights therein, from their Personnel to ensure full rights as stated in this Section 4.7 can be granted to Winfield. To the extent any of the UrtheCast Entities' (including any Personnel's) rights in any GEOSYS R7 Developments and Winfield Data, including any Moral Rights, are not capable of assignment under applicable Law, the UrtheCast Entities hereby irrevocably and unconditionally waive all such rights, including all enforcement of such rights, to the maximum extent permitted under applicable Law, and shall ensure that their Personnel shall too. Within fifteen (15) business days follow receipt of a written request from Winfield, the UrtheCast Entities shall provide documentary evidence to Winfield that such non-assignable Intellectual Property Rights have been waived by all applicable UrtheCast Entities, and their Personnel, to the maximum extent permitted under applicable Law. The UrtheCast Entities hereby agree that if Winfield is unable, for any reason, to secure any of the UrtheCast Entities' signature or action to do any of the requirements in this Section 4.7 within fifteen (15) business days after receipt by the UrtheCast Entities of a written request to do the same (which such request will reference this Section), then Winfield will send the UrtheCast Entities a second written request. If within five (5) business days of receipt of such second written request, the UrtheCast Entities have not acted in accordance with the foregoing, then the UrtheCast Entities shall irrevocably appoint, and the UrtheCast Entities hereby irrevocably designate and appoint, Winfield their agent and attorney-in-fact to act for and on their behalf as necessary to execute, register and file any applications, and to do all other lawfully permitted acts, to further the assignment, registration, prosecution, issuance and enforcement of the Intellectual Property Rights in the GEOSYS R7 Developments and Winfield Data with the same legal force and effect as if executed, registered and filed by the UrtheCast Entities. Each party, acting reasonably, may dispute that any Software or other intellectual property developed by or on behalf an UrtheCast Entity is a GEOSYS Product, a GEOSYS R7 Development or Winfield Data, and the parties shall attempt to resolve such dispute through the JDC.

ARTICLE V QUALITY OF SERVICES

5.1. **Generally.** The UrtheCast Entities shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness, resource efficiency and productivity that are equal to or higher than the accepted industry standards of providers of similar services unless a more stringent standard is specified in this Agreement, provided that performance at a level higher than the accepted industry standards of providers of similar services shall not render subsequent performance equal to the accepted industry standards of providers of similar services a breach of this Agreement unless a more stringent standard is specified in this Agreement.

5.2. **Service Level Performance Standards.**

(a) The UrtheCast Entities shall perform the Services so as to meet or exceed the applicable Service Levels set forth in this Agreement. If more than one Service Level applies to any particular obligation of the UrtheCast Entities, the UrtheCast Entities shall perform in accordance with the most stringent of such Service Levels.

(b) The UrtheCast Entities recognize that Winfield is paying the UrtheCast Entities to deliver certain Services at specified Service Levels. If the UrtheCast Entities fails to meet any such Service Levels, then, in addition to other remedies available to Winfield, the UrtheCast Entities shall pay or credit to Winfield the performance credits as specified in Exhibit A (Imagery Services and Imagery Products), Exhibit B (R7 Product and R7 Product Services) or the applicable Order/SOW (“**Service Level Credits**”) in recognition of the diminished value of the Services resulting from the UrtheCast Entities’ failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances will the imposition of Service Level Credits be construed as Winfield’s sole or exclusive remedy for any failure to meet the Service Levels.

(c) If any of the UrtheCast Entities fails to provide Services in accordance with the Service Levels or the other terms of this Agreement, the UrtheCast Entities shall (after restoring service or otherwise resolving any immediate problem): (i) promptly investigate and report on the causes of the problem; (ii) provide a root cause analysis of such failure as soon as practicable after such failure; (iii) take all reasonable steps to correct the problem as soon as practicable (regardless of cause or fault) or coordinate the correction of the problem if the UrtheCast Entities do not have responsibility for the cause of the problem; (iv) advise Winfield of the status of remedial efforts being undertaken with respect to such problem; (v) demonstrate to Winfield’s reasonable satisfaction that the causes of such problem have been or will be corrected; and (vi) take all reasonable steps to prevent any recurrence of such problem. The UrtheCast Entities shall use commercially reasonable efforts to complete the root cause analysis within fifteen (15) days after the occurrence of the failure.

(d) On or before the commencement of the Service Levels, the UrtheCast Entities shall implement measurement and monitoring tools and metrics as well as standard reporting procedures and data sources, all acceptable to Winfield, acting reasonably, to measure and report on the UrtheCast Entities’ performance of the Services at a level of detail sufficient to verify the UrtheCast Entities’ compliance with the applicable Service Levels. The UrtheCast Entities also will provide Winfield with access to the raw data used by the UrtheCast Entities to calculate the performance of Services and the measurement and monitoring tools and procedures utilized by the UrtheCast Entities to generate such data for purposes of audit and verification.

5.3. **Timelines for Performance.** For each Service where dates for performance are specified herein, the UrtheCast Entities shall complete the applicable deliveries and Services in accordance with the specified timelines. If the UrtheCast Entities fail to meet a timeline, the UrtheCast Entities shall promptly notify Winfield, and the UrtheCast Entities shall, at its expense to the extent such delay is not excused under Section 2.1(c), control and minimize such delay, including by assigning additional resources and take appropriate action to prevent such delay from resulting in further Services, GEOSYS R7 Developments or Imagery Products being delayed.

5.4. **No Interruptions.** The UrtheCast Entities shall not interrupt or suspend the provision of Imagery Products, GEOSYS R7 Developments or Services under this Agreement or perform any other action that prevents, impedes, or reduces in any way the provision of the Imagery Products, GEOSYS R7 Developments or Services (other than minimal, routine interruptions necessary in order for the UrtheCast Entities to provide the Services), unless: (a) authority to do so is granted by Winfield or conferred by a court of competent jurisdiction; (b) Winfield fails to make any payment owing hereunder and does not cure such breach within thirty (30) days of written notice thereof (and the UrtheCast Entities shall lift the suspension as soon as the amount is paid); (c) this Agreement or the applicable Order/SOW has been terminated pursuant to the termination rights herein and Termination Assistance Services have ended; or (d) as contemplated during hosting per Exhibits A and B.

ARTICLE VI ADDITIONAL SERVICES OBLIGATIONS

6.1. **Compliance with Laws.** The UrtheCast Entities shall perform the Services hereunder in accordance with all applicable Laws.

6.2. **Change Control.** Any changes to this Agreement are subject to the terms of Section 15.1. Either party may request a change to an Order or SOW by providing a project change request to the other party. The receiving party shall have ten (10) days to respond to each such proposed change, and the parties shall negotiate the terms in good faith in a timely manner.

6.3. **UrtheCast Entities Personnel.** The UrtheCast Entities shall assign sufficient Personnel to provide the applicable Services hereunder and such UrtheCast Entities Personnel will possess suitable competence, skill, experience, and qualifications and will be properly educated and trained for the Services they are to perform. The UrtheCast Entities shall provide direction to their Personnel performing Services and will ensure that their Personnel comply with all applicable terms and conditions of this Agreement while they are performing Services.

6.4. **Replacement of UrtheCast Entities Personnel.** No more than once per Contract Year, in the event that Winfield determines in good faith and acting reasonably and not for an unlawful purpose that the continued assignment to Winfield of any individual UrtheCast Entities Personnel is not in the best interests of Winfield, then the UrtheCast Entities shall, as soon as possible, use commercially reasonable efforts to remove and replace such Personnel with an individual of suitable ability and qualifications, without cost to Winfield. In such event, Winfield will not be obligated to pay any charges or other fees relating to the replacement of such UrtheCast Entities Personnel, including any training or other knowledge transfer activities or overlaps in periods of employment. Nothing in this provision will operate or be construed to limit the UrtheCast Entities' responsibility for the acts or omissions of the UrtheCast Entities Personnel, or be construed as joint employment.

6.5. **Winfield Policies.** The UrtheCast Entities shall ensure that UrtheCast Entities Personnel, while assigned to provide Services or otherwise visiting or accessing Winfield's or its Affiliates' facilities will (a) comply with Winfield's, or the appropriate Winfield Affiliate's, then-current environmental, health, safety, and security policies and procedures and other rules and regulations applicable to Winfield or Winfield Affiliate Personnel at those facilities, provided, however, that any such policies, procedures, rules and regulations: (i) are reasonable, (ii) comply with applicable Laws, and (iii) are brought to the UrtheCast Entities' attention, and (iv) do not cause the UrtheCast Entities to incur any material additional costs to comply with same; provided, however, that the UrtheCast Entities shall be required to cover their own costs of complying with such policies to the extent the policy terms are made to comply with Law, (b) comply with reasonable requests of Winfield pertaining to personal and professional conduct, (c) attend workplace training offered by Winfield at Winfield's request, provided, however, that Winfield reimburses the UrtheCast Entities for any reasonable and necessary out-of-pocket costs actually incurred by the UrtheCast Entities in connection with same, and (d) otherwise conduct themselves in a professional and businesslike manner.

6.6. **Subcontractors.** If any of the UrtheCast Entities desire to have its Affiliates perform any of its obligations hereunder, such Affiliate shall be deemed a subcontractor of the applicable UrtheCast Entity hereunder. The UrtheCast Entities may subcontract their obligations hereunder (including to their Affiliates) subject to the following:

- (a) Winfield's prior written consent;
- (b) the UrtheCast Entities shall have a valid written agreement with each subcontractor which is consistent with the terms hereof, including confidentiality obligations, and which assigns all of the subcontractor's rights in any GEOSYS Developments and Winfield Data, including all Intellectual Property Rights therein, to the applicable UrtheCast Entity for assignment or licensing, as applicable, to Winfield hereunder;
- (c) the UrtheCast Entities shall be solely responsible for all fees, costs, and other expenses relating to each subcontractor's performance in relation to this Agreement;
- (d) the UrtheCast Entities shall not retain (even if approved by Winfield) any subcontractor in any country where doing so would violate any applicable Laws, including, due to embargoes or other restrictions, or put any additional responsibilities on Winfield; and
- (e) the UrtheCast Entities acknowledge and agree that Winfield has no obligations under this Agreement to any subcontractor and no subcontractor has any rights or remedies against Winfield under this Agreement.

6.7. **UrtheCast Entities Personnel Are Not Winfield Employees.**

(a) The parties intend to create an independent contractor relationship and nothing in this Agreement will operate or be construed as making Winfield and the UrtheCast Entities partners, joint venturers, principals, joint employers, agents or employees of or with the other. No Personnel retained by the UrtheCast Entities to perform work on Winfield's behalf hereunder will be deemed to be an officer, director, employee, agent, affiliate, contractor or subcontractor of Winfield for any purpose. Winfield does not have the right, power, authority or duty to supervise or direct the activities of any of the UrtheCast Entities Personnel or to compensate any of the UrtheCast Entities Personnel for any work performed by them pursuant to this Agreement. The UrtheCast Entities, and not Winfield, will be responsible and liable for the acts and

omissions of the UrtheCast Entities Personnel, including acts and omissions constituting negligence, willful misconduct and/or fraud.

(b) The UrtheCast Entities Personnel will clearly identify themselves as UrtheCast Entities Personnel and not as employees or representatives of Winfield in any and all communications, whether oral, written or electronic, unless and to the extent authorized by Winfield in connection with the performance of specific services. The UrtheCast Entities Personnel will wear a badge indicating that he or she is employed by the UrtheCast Entities or its subcontractors when at a Winfield/Winfield Affiliate site.

6.8. **Right to Work.** The UrtheCast Entities shall ensure that the UrtheCast Entities Personnel are authorized to work in any country in which they are assigned to perform Services.

6.9. **Resources.** Except as otherwise expressly provided in this Agreement as a Winfield responsibility, the UrtheCast Entities shall be responsible for providing the facilities, personnel, equipment, Software, materials, technical knowledge, expertise and other resources necessary to provide the Services it is obligated to provide hereunder.

6.10. **Business Continuity and Disaster Recovery Plan.** The UrtheCast Entities shall maintain an adequate business continuity and disaster recovery plan in respect of the Services, including for each service location, and provision of Personnel and other resources hereunder. The UrtheCast Entities shall update and test the business continuity and disaster recovery plan at least annually and certify the results of such testing to Winfield. Upon a Force Majeure Event, the UrtheCast Entities shall promptly undertake all applicable actions and precautions under the business continuity and disaster recovery plan, and diligently pursue them as necessary to avoid, or if not avoidable, minimize any interruption to the Services. The details of such business continuity and disaster recovery plan shall be documented in writing and agreed upon by the Joint Specification and SLA Committee no later than one hundred twenty (120) calendar days after the Effective Date.

6.11. **Force Majeure Event.** Any failure or delay by a party in the performance of its obligations will not be deemed a default of this Agreement or a ground for termination to the extent such failure or delay is caused by a Force Majeure Event (except where termination is permitted). “**Force Majeure Event**” means any of the following events that causes a party to delay performance or fail to perform an obligation under this Agreement: fire and flood caused by nature or Acts of God, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, and court order. The party whose performance is affected by a Force Majeure Event will immediately notify the other party by telephone and email (to be confirmed in a notice within five (5) days of the inception of such delay). If any Force Majeure Event results in a failure of the applicable UrtheCast Entity to deliver any portion of the Imagery Products or Services and such failure lasts for more than five (5) days, then Winfield may, upon notice to the UrtheCast Entity, (a) terminate the applicable Imagery Product/Service/Order or SOW with written notice to such UrtheCast Entity, and/or (b) perform the applicable Services itself and/or purchase the applicable Imagery Product (or replacement thereof) and Services from a third party. In such event, Winfield will be excused from paying for the portion of the Imagery Products and Services that the UrtheCast Entities fail to deliver and all costs associated with Winfield directly or indirectly performing or purchasing the Imagery Products/Services (including the purchase of imagery data from a third party) will be borne by the UrtheCast Entities.

ARTICLE VII ESCROW AND GRANT BACK LICENSE

7.1. **Escrow.** The UrtheCast Entities shall maintain throughout the Term after the Second Closing, at Winfield's expense, a complete and accurate copy of the Escrow Materials (including updates and upgrades thereto and new versions thereof), in the custody of an escrow agent agreed by the parties prior to the closing of the Second Transaction (the "**Escrow Agent**") pursuant to an Escrow Agreement among Winfield, the UrtheCast Entities and the Escrow Agent executed by the closing of the Second Transaction ("**Escrow Agreement**"). Within 30 days of the closing of the Second Transaction, the UrtheCast Entities shall deposit the Escrow Materials into an escrow account with the Escrow Agent under the Escrow Agreement. Thereafter, the UrtheCast Entities shall deposit with the Escrow Agent, copies of all updates to the Escrow Materials, within thirty (30) days following the release of such materials and Winfield will be notified of each update. The parties acknowledge the escrow occurs simultaneously with the grant back in Section 7.9 until the Operational Date.

7.2. **Escrow Materials.** "**Escrow Materials**" means all of the Software and other materials and all other intellectual property and Intellectual Property Rights necessary for the R7 Product to function (using imagery data) as intended, including the following as necessary for the operation of the R7 Product in connection with processing the equivalent of Imagery Products from any imagery data (which for clarity, includes the GEOSYS Products from time to time as updated including by the GEOSYS Products Developments) ("**Escrow Scope**"): (i) one printed copy of a listing of the fully-commented source language code (human-readable and maintainable program instructions); (ii) two copies, on magnetic medium, of the source language code; (iii) all proprietary information and technical documentation that is necessary and sufficient for a reasonably skilled computer programmer or analyst to maintain or enhance the foregoing without the aid of the UrtheCast Entities; (iv) the object code version of the foregoing source materials and all maintenance tools (test programs and program specifications), descriptions of proprietary or third-party system utilities (including compilers, library packages, linkers or assemblers), with instructions for compiling and linking the source code into executable forms, a description of the system/program generation procedure, and a list of the owners, firmware, licenses, or other third-party proprietary interests. This list will include, but is not limited to, the addresses and telephone numbers of the owners; (v) for all of the foregoing, the then-current release and version and all predecessor releases and versions, together with all associated materials required to enable a reasonably skilled programmer to understand the design, structure and implementation of the Escrow Scope and to enable a professional writer to write documentation and help files for the Escrow Scope, such materials to include any schematics or flow charts, system documentation, program procedures (including build procedures), descriptions and statements of operation and principle, programmer notes, testing data, custom or special compilers, and all other services or files required to create the object and source code versions within the Escrow Scope; and (vi) all historical Imagery Products processed from the Effective Date.

7.3. **Notice.** The UrtheCast Entities shall cause the Escrow Agent to provide notice to Winfield that: (a) the Escrow Materials have been received; (b) any updates to the Escrow Materials have been received; and (c) that the provisions in this Article VII shall apply with regard to any release of the Escrow Materials to Winfield.

7.4. **Release Events.** The Escrow Agreement will provide that Winfield is entitled to obtain a

copy of the Escrow Materials from the Escrow Agent upon the occurrence of any one of the following events (each a “**Release Event**”):

- (a) a receiver, trustee, or similar officer is appointed for the business or property of any of the UrtheCast Entities;
- (b) any of the UrtheCast Entities files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Winfield that it will continue to perform the Imagery Services in accordance with the terms of this Agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors;
- (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against any of the UrtheCast Entities and not stayed, enjoined, or discharged within 60 days;
- (d) any of the UrtheCast Entities takes any corporate action authorizing any of the foregoing;
- (e) any similar or analogous proceedings or event to those in Sections 7.4(a) through (c) above occurs in respect of the UrtheCast Entities within any jurisdiction outside the USA;
- (f) each of the UrtheCast Entities cease to carry on business or the part of its business which relates to the Imagery Services;
- (g) there is a Service Level Termination Event with respect to the Imagery Services;
- (h) the UrtheCast Entities are in material breach of their obligations under this Agreement with respect to the Imagery Services and have failed: (i) to make reasonable progress towards curing such breach within thirty (30) days of written notice of such default; or (ii) to remedy such default within sixty (60) days of written notice of such default;
 - (i) any breach of Section 5.4 with respect to the Imagery Services;
 - (j) termination under Section 6.11;
 - (k) the failure of the Second Transaction to occur;
 - (l) termination of this Agreement due to a material breach of Section 7.2 of the Interim Agreement; and/or
- (m) prior to the Operational Date, there is a Change of Control of UrtheCast, or the entity that controls UrtheCast (if any), or any of the other UrtheCast Entities, to which Winfield does not consent in accordance with the terms of this Agreement. The parties further agree and acknowledge that in the event of a Release Event under subsections (a) through (e), the UrtheCast Entities hereby grants Winfield a right to purchase, for fair market value, all right, title and interest in the applicable Escrow Materials as necessary to provide Winfield the ability and the unencumbered right to use the R7 Product with all intended functions.

The parties acknowledge that the Grant Back License also applies in the event of a Release Event

7.5. Evaluation. The Escrow Agreement will include the right of Winfield to evaluate the Escrow Materials on deposit with the Escrow Agent at any time(s), but no more than once per year. In conducting such an evaluation, Winfield may engage the services of a third party provided that such third party first enters into a confidentiality agreement regarding the Escrow

Materials with Winfield including terms substantively similar to the confidentiality terms set forth herein. Winfield will be responsible for all costs of the evaluation unless any such evaluation reveals that: (a) the Escrow Materials are incomplete; (b) the Escrow Materials do not contain all updates; or (c) the Escrow Materials contain material errors or omissions. In the event that any evaluation reveals any of the aforementioned discrepancies, the UrtheCast Entities shall pay all costs of the evaluation and correct such discrepancies within sixty (60) days after receiving written notice thereof.

7.6. **Additional Terms.** In the event the Escrow Agreement is terminated or expires for any reason, the UrtheCast Entities shall use all reasonable efforts to enter into a new Escrow Agreement as soon as possible and arrange for the Escrow Agent to release the Escrow Materials in accordance with this Article VII. The parties agree that the term “**Escrow Agent**” shall include any such organization with whom the UrtheCast Entities has deposited the Escrow Materials at any time, and the term “**Escrow Agreement**” shall include the UrtheCast Entities’ agreement for the deposit, safekeeping and release of the Escrow Materials with such organization.

7.7. **365(n).**

THE PARTIES HEREBY ACKNOWLEDGE THEIR MUTUAL INTENT THAT, IN THE EVENT ANY OF THE URTHECAST ENTITIES FILES, OR HAS FILED AGAINST IT, A PETITION UNDER THE U.S. BANKRUPTCY CODE OR FOREIGN EQUIVALENT, THIS AGREEMENT AND THE LICENSES GRANTED HEREUNDER TO WINFIELD SHALL BE GOVERNED BY, AMONG OTHER APPLICABLE LAWS, SECTION 365(n) OF THE U.S. BANKRUPTCY CODE OR FOREIGN EQUIVALENT.

7.8. **Escrow Materials License.** The UrtheCast Entities, and their successors and assigns, hereby grant to Winfield a worldwide, fully paid-up, royalty-free, non-exclusive, nontransferable (except as permitted in Section 15.6) limited license, for thirteen (13) years after the Effective Date (applicable even if this Master Services Agreement is earlier terminated) to modify, use, copy, distribute, perform, display and create derivative works from the Escrow Materials as necessary to generate and host and distribute and sell the equivalent of Imagery Products from any imagery data and for the R7 Product to function (using imagery data) as intended. Winfield may use a third party to perform any of the foregoing on Winfield’s behalf. Winfield agrees not to exercise the foregoing license until the occurrence of a Release Event. All Intellectual Property Rights to any enhancements, improvements, or modifications that Winfield makes to the Escrow Materials (except for the UrtheCast Entities’ pre-existing rights in any of the underlying intellectual property contained therein) after a Release Event under the Escrow Agreement shall be owned by Winfield. If a Release Event occurs prior to expiration or termination of this Agreement, the foregoing license shall survive the expiration or termination of this Agreement for the term noted above.

7.9. **Grant Back License.**

(a) Grant Back License. Effective for the Grant Back License Period, and without limiting the foregoing escrow terms, the UrtheCast Entities, and their successors and assigns, hereby grant to Winfield and its Affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, transferable, sublicensable license to modify, use, copy, distribute, perform, display and create derivative works from the Escrow Materials as necessary to generate and host and distribute and sell the equivalent of Imagery Products from any imagery data and for the R7

Product to function (using imagery data) as intended (“**Grant Back License**”). Winfield agrees not to exercise the Grant Back License until the occurrence of a Release Event. All Intellectual Property Rights to any enhancements, improvements, or modifications that Winfield makes to the Escrow Materials (except for the UrtheCast Entities’ pre-existing rights in any of the underlying intellectual property contained therein) after a Release Event shall be owned by Winfield. The Grant Back License shall survive the expiration or termination of this Agreement if the Operational Date does not occur before expiration or termination of this Agreement, extending perpetually.

(b) Delivery Obligation. In connection with the Grant Back License, Winfield may retain a copy of the Escrow Materials on the date of the Second Closing and, notwithstanding that the same materials will be escrowed per Section 7.1, the UrtheCast Entities shall deliver to Winfield on a quarterly basis throughout the Grant Back License Period, a complete and accurate copy of the Escrow Materials (including updates and upgrades thereto and new versions thereof including all GEOSYS Products Developments).

ARTICLE VIII FEES

8.1. Imagery Services Fees.

(a) Pre-Operational Date. Prior to the Operational Date, the fees for the Imagery Services described in this Master Services Agreement shall be Seven Million Three Hundred Thousand US Dollars per Contract Year (\$7,300,000.00) paid in four (4) equal quarterly installments in advance commencing on the Effective Date.

(b) Post-Operational Date. After the Operational Date, the fees for the Imagery Services described in this Master Services Agreement shall be Eight Million Three Hundred Thousand US Dollars per Contract Year (\$8,300,000.00) paid in four (4) equal quarterly installments in advance. If the Operational Date occurs in the middle of a monthly billing cycle, the fees shall be prorated accordingly, between the fees due under Section 8.1(a) and (b).

(c) Payments. Amounts due under this Section 8.1 shall be due to the applicable UrtheCast Entity in accordance with the written instructions of UrtheCast given from time to time.

8.2. R7 Product Services Fees.

(a) MSA Base Fee. The fees for the R7 Product Services described in this Master Services Agreement shall be Two Million Eight Hundred Thousand US Dollars per Contract Year (\$2,800,000.00) as further described in an SOW applicable to each Contract Year hereunder paid quarterly in advance commencing on the Effective Date, and thereafter per the payment terms in the SOW.

(b) Payments. Amounts due under this Section 8.2 shall be due to the applicable UrtheCast Entity in accordance with the written instructions of UrtheCast given from time to time.

8.3. Offset Rights. On account that the UrtheCast Entities may factor any accounts receivable in connection with the Interim Agreement and this Agreement, no party shall have the right to offset any amounts due under the Interim Agreement or this Agreement.

8.4. Pricing and Terms for Products and Services Purchased by Land O'Lakes, Inc.' Affiliates. The UrtheCast Entities shall, and shall ensure that their Affiliates shall, at all times (a) agree to sell products and services relating to imagery data and imagery products made available by the UrtheCast Entities or their Affiliates from time to time, including those covered by this Agreement, to any Affiliates of Land O'Lakes, Inc. under separate agreement on request by any such Affiliate and (b) offer to such Affiliates of Land O'Lakes, Inc. pricing and other terms and conditions with respect to such purchases that are no less favorable than the best pricing and terms and conditions offered by any UrtheCast Entity or their Affiliates to any of their customers that purchase such products or services or reasonably similar products and services.

8.5. Conduct of UrtheDaily Improvements Completion. The UrtheCast Entities shall bear all of the costs and expenses in performing the services to accomplish the UrtheDaily Improvements Completion (except for the R7 Product Maintenance Services).

8.6. Orders. Fees for additional Imagery Products and Additional Services under an Order or SOW shall be due as set forth therein. Unless otherwise expressly provided in an Order or Statement of Work, Winfield will only pay for actual hours worked and will not pay for Personnel travel time, lunch time, training, vacation, personal days, holidays, sick days, or weather-related interruptions. The UrtheCast Entities are responsible for training their Personnel, and all training will be done at their expense. In addition, the UrtheCast Entities shall not increase the fees charged to Winfield for any overtime hours worked, unless mutually agreed by both parties in the Order or Statement of Work.

8.7. Expenses. Winfield will not be liable for any costs or expenses incurred by the UrtheCast Entities in the performance of the Services unless incurred in connection with an Order or SOW and expressly agreed to in writing by Winfield prior to the UrtheCast Entities or its Personnel incurring such costs and expenses. To the extent Winfield agrees to reimburse any expenses, such reimbursement will be limited to reasonable and necessary out of pocket expenses that are mutually agreed upon in advance in writing. All approved expenses will be passed through to Winfield without markup. The applicable UrtheCast Entity will itemize these expenses on the invoice and provide Winfield with appropriate documentation.

8.8. Invoicing. The applicable UrtheCast Entity shall invoice Winfield for the fees and expenses in accordance with the foregoing Sections. Each invoice will be accurate, in a form reasonably acceptable to Winfield, and provide enough detailed information. Invoices must reference the appropriate Winfield purchase order number and be submitted monthly to Winfield.

8.9. Payment. All amounts due hereunder are due in US Dollars. Payment on undisputed amounts will be due within thirty (30) days after Winfield's receipt of a properly submitted and accurate invoice from the applicable UrtheCast Entity that complies with the requirements set forth in this Article. Winfield may not withhold payment in the event of a dispute regarding any amounts due under this Agreement. However, Winfield may still dispute amounts due under this Agreement. If Winfield disputes any charges, Winfield will so notify the applicable UrtheCast Entity and provide a description of the particular charges in dispute and an explanation of the reason why Winfield disputes such charges. Except as otherwise permitted herein under Section 5.4, each party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated. Neither the failure to

dispute any charges prior to payment nor the failure to withhold any amount will constitute, operate or be construed as a waiver of any right Winfield may otherwise have to dispute any charge or recover any amount previously paid.

8.10. **Taxes.** The fees hereunder do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”) imposed with respect to the Services. Winfield is solely responsible for Taxes assessable against Winfield (a) based on its income, property and employees, and (b) with respect to the Services. The UrtheCast Entities are solely responsible for taxes assessable against the UrtheCast Entities (i) based on its own income, property and employees, and (ii) with respect to the Services, including any third party goods or services obtained by the UrtheCast Entities in connection with provision of the Services.

8.11. **No Other Fees.** Except as may otherwise be agreed in an Order or SOW, the fees set forth in Section 8.1 and 8.2 are the full compensation to be paid to the UrtheCast Entities for the Imagery Products, GEOSYS R7 Developments and Services hereunder.

ARTICLE IX ROYALTIES

9.1. **Royalty Obligation.** As additional consideration for the transactions under the Purchase Agreement, for thirteen Contract Years after the Effective Date (unless this entire Agreement is terminated for any reason), UrtheCast shall pay Winfield a royalty equal to ten percent (10%) of all Revenues received from the sale or other disposition of GEOSYS Royalty-Bearing Products and Services to Agricultural Industry Customers in such Contract Years that exceeds, in the aggregate, Five Million United States Dollars (\$5,000,000.00) per Contract Year for the first three Contract Years, and Six Million United States Dollars (\$6,000,000.00) per Contract Year for the next ten Contract Years, in both cases exclusive of all Winfield Revenue, where:

(a) “**Agricultural Industry Customer**” means any customer of any member of the GEOSYS Group which (i) manages or operates: (A) land designated by the United States Geological Survey or foreign equivalent as used for the purpose of agriculture for, uses such as crop, pasture, forage or range; or (B) land used to grow crops destined to be consumed as food, fiber, or fuel; or (C) land used to raise livestock; or (ii) sells products or services to any such entities in subsections (i)(A) through (C);

(b) “**GEOSYS Group**” means each of UrtheCast and its Affiliates from time to time, including Geosys Australia Pty, Geosys Europe Sarl, Geosys S.A.S, Geosys do Brasil sistemas de Informacao Agriocola Ltda and GEOSYS, and each of their successors and assigns, including in the event (each a “**Corporate Transaction**”) of a Change of Control of any such Persons;

(c) “**GEOSYS Royalty-Bearing Products and Services**” means any of the products and services of any of the members of the GEOSYS Group from time to time, including all products and services currently offered by any of the GEOSYS Group, whether offered on a stand-alone basis or in a bundled offering, the products and services as described in this Agreement, and any and all products resulting therefrom, including Imagery Products and Derivative Works, and including, for greater certainty, the evolution of each such product or service regardless of which GEOSYS Group member records such revenue. For the avoidance of doubt, “**GEOSYS Royalty-Bearing Products and Services**” shall exclude Imagery Data and

any other source imagery data;

(d) **“Revenues”** means the total amounts of cash, credits, allowances, discounts, license or lease fees, items or services of financial value, or other income received by any of the GEOSYS Group. Where GEOSYS Royalty-Bearing Products and Services are not sold, but are otherwise disposed of, the **“Revenues”** of such GEOSYS Royalty-Bearing Products and Services for the purposes of computing royalties will be the selling price at which GEOSYS Royalty-Bearing Products and Services of similar kind and quality, sold in similar quantities, are currently being offered for sale by the applicable member of the GEOSYS Group. Where such GEOSYS Royalty-Bearing Products and Services are not currently being offered for sale by the applicable member of the GEOSYS Group, the **“Revenues”** of GEOSYS Royalty-Bearing Products and Services otherwise disposed of, for the purposes of computing royalties, will be the average selling price at which GEOSYS Royalty-Bearing Products and Services of similar kind and quality, sold in similar quantities, are then currently being offered for sale by other manufacturers;

(e) **“sale”** or **“sold”** includes sales arising out of or related to the transfer of title or possession, lease, or rental of, or any license to the GEOSYS Royalty-Bearing Products and Services; and

(f) **“Winfield Revenues”** means revenues paid to the GEOSYS Group by Winfield or any of its Affiliates under this Agreement in the applicable Contract Year.

9.2. **Non-Arm’s Length Transactions.** In the event that any member of the GEOSYS Group makes a sale or other disposition of GEOSYS Royalty-Bearing Products and Services that is not an Arm’s Length Transaction, such sale or other disposition shall be valued by the parties for the royalty provided herein at an amount that the applicable member of the GEOSYS Group has sold such GEOSYS Royalty-Bearing Products and Services to a third party at arm’s length. For purposes of this Agreement, a sale or other disposition that is not an **“Arm’s Length Transaction”** is any sale or disposition by a member of the GEOSYS Group to a third party in which the financial value received by such member is under market value and such third party and member of the GEOSYS Group do not negotiate such financial value in a competitive manner (e.g., the member of the GEOSYS Group sells GEOSYS Royalty-Bearing Products and Services: to an affiliated or related company at a price lower than market value; or to a third party at a price lower than market value in order to decrease Winfield’s royalty payments; or to a third party at a price lower than market value in order to sell other products of such member to the third party, etc.).

9.3. **Accrual.** For purposes of this Agreement, any royalty amount due shall accrue at the earlier of the time of sale, or other disposition, by the member of the GEOSYS Group, or at the time a payment is received by such member of the GEOSYS Group.

9.4. **Transfer.** In the event of a Corporate Transaction, the UrtheCast Entities shall ensure that this Agreement is assigned in part so that the royalties obligation (and other terms herein) continues to the successor-in-interest.

9.5. **Royalty Reports.** UrtheCast shall deliver to Winfield a true and accurate report, giving particulars of the sales of GEOSYS Royalty-Bearing Products and Services, within thirty (30) days of the end of each Contract Quarter which report shall include at least:

(a) the quantities of GEOSYS Royalty-Bearing Products and Services sold or

otherwise disposed of in such Contract Quarter;

- (b) the total Revenues from such sales and other dispositions;
- (c) the calculation of royalties thereon; and
- (d) the total royalties so computed and due Winfield.

Simultaneous with the delivery of each report, UrtheCast shall pay to Winfield the amount, if any, due for the period of such report. If no payments are due, it shall be so reported.

9.6. **Payment.** Amounts payable under this Article IX shall be paid in U.S. dollars by check or wire transfer to Winfield. Revenues not denominated in U.S. dollars and the royalties payable thereon shall first be determined in the currency in which such GEOSYS Royalty-Bearing Products and Services were sold or otherwise disposed of and shall then be converted into the equivalent number of U.S. dollars at the exchange rate published by The Wall Street Journal Eastern Edition as of the last day of each such Contract Quarter.

9.7. **Non-Payment.** In the event that any payment due hereunder to Winfield is not received when due, that payment shall accrue interest beginning on the tenth calendar day following the due date thereof, calculated at the annual rate of the sum of the prime interest rate quoted by The Wall Street Journal Eastern Edition on the date said payment is due plus two percent (2%) interest, the interest being compounded on the last day of each calendar quarter, provided, however, that in no event shall said annual interest rate exceed the maximum legal interest rate. Each such royalty payment when made shall be accompanied by all interest so accrued. Said interest and the payment and acceptance thereof shall not negate or waive the right of Winfield to seek any other remedy, legal or equitable, to which it may be entitled because of the delinquency of any payment. Nothing in this Section 9.7 shall be construed as a waiver by Winfield of timely payment to Winfield from UrtheCast.

9.8. **Taxes.** All amounts due and payable by UrtheCast under this Article IX shall be made without deductions for Taxes.

ARTICLE X AUDIT RIGHTS.

10.1. **Audit Rights.** Upon Winfield's request with reasonable notice, but no more than once per Contract Year unless Winfield has a reasonable suspicion that a breach has or is likely to occur, and in that event no more than twice per Contract Year, the UrtheCast Entities shall permit technical, financial and operational audits of the UrtheCast Entities and their Personnel, related to the subject matter of this Agreement including any Orders and Statements of Work, by the internal and external auditors and personnel of Winfield (collectively, "**Auditors**"). During each audit, the UrtheCast Entities shall, and will cause their Personnel to, grant the Auditors reasonable access to the UrtheCast Entities' and their Personnel's books, records, third-party audit and examination reports, systems, facilities, controls, processes, procedures, Revenues, royalty calculations, Service Level measurement systems, and actual Service Levels related solely to the performance of their respective obligations. The UrtheCast Entities shall, and will cause their Personnel to, in a timely manner, fully cooperate with the Auditors and provide the Auditors all assistance as they may reasonably request in connection with the audit. The Auditors will seek to avoid disrupting the UrtheCast Entities' and their Personnel's operations during the audit. If the Auditors document either an overcharge of more than five (5) percent of the fees or an underpayment of more than five (5) percent of royalties for the audited period or a material

breach of any of the UrtheCast Entities' other obligations, the UrtheCast Entities shall (a) reimburse Winfield for its reasonable cost of performing the audit, and (b) reimburse Winfield for any overcharge of fees or underpayment of royalties. In each case, the UrtheCast Entities shall promptly correct any identified breach.

ARTICLE XI CONFIDENTIAL INFORMATION

11.1. Confidential Information. “**Confidential Information**” means all confidential or proprietary information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing hereunder. Without limiting the foregoing: (i) the R7 Product, Winfield Data and all GEOSYS R7 Developments are Winfield’s Confidential Information; and (ii) the Imagery Products, and, on the occurrence of the Second Closing, the Second Generation GEOSYS Products are an UrtheCast Entity’s Confidential Information. Confidential Information of each party includes, but is not limited to, the terms and conditions of this Agreement including all Orders and SOWs (including pricing), except insofar as disclosed by an UrtheCast Entity in connection with the factoring of its accounts receivable (solely for purposes of obtaining such factoring and subject to confidentiality) as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, except for Winfield Data, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) is received from a third party without breach of any obligation owed to the Disclosing Party, or (c) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. The fact that a Receiving Party had access to the Disclosing Party’s Confidential Information before the Effective Date does not affect its treatment as Confidential Information hereunder.

11.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to protect the other party’s Confidential Information. The Receiving Party will (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its Personnel, and, for Winfield, the Winfield Group and their Personnel, who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements or agreements containing confidentiality obligations with the Receiving Party or a Receiving Party’s disclosers from which it was disclosed Confidential Information as contemplated herein containing protections no less stringent than those herein. Except as permitted pursuant to Section 11.3 below or as otherwise permitted herein, neither party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel, and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this Article. The foregoing does not limit or expand the licenses herein.

11.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the

disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a legal proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

11.4. Return or Destruction. Each party has reserved all rights to its respective Confidential Information not expressly granted herein. The Receiving Party will return or destroy all tangible or electronic copies of any of the Disclosing Party's Confidential Information promptly upon the Disclosing Party's request and, in any event on termination of this Agreement, subject to the return and retention terms of Exhibit B (R7 Product and R7 Product Services), the Grant Back License and the rights in Section 7.8 (Escrow Materials License). The parties acknowledge and agree that the Receiving Party shall have no obligation to do so if returning or destroying such Confidential Information will frustrate its ability: (i) to perform its obligations; or (ii) enjoy its rights hereunder; and in each case such Confidential Information retained shall continue to be subject to the terms of this Article XI. If the Disclosing Party so requests in writing, the Receiving Party will provide a certificate, signed by an authorized representative of the Receiving Party, certifying that all of the Disclosing Party's Confidential Information has been returned or destroyed subject to the exceptions in the preceding sentences.

ARTICLE XII REPRESENTATIONS AND WARRANTIES

12.1. Authorization. Each party represents, warrants and covenants to the other that:

- (a) it is a corporation or limited liability company duly incorporated, validly existing and in good standing under the Laws of its state of incorporation or formation, as applicable;
- (b) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) it has obtained all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable Laws, except to the extent the failure to obtain any such license, authorizations, approvals, consents or permits is, in the aggregate, immaterial, and once duly executed, this Agreement will constitute its legal, valid and binding obligations;
- (d) the execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order, or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default; and
- (e) it has the authority to bind its Affiliates to this Agreement.

12.2. Services Warranty. The applicable UrtheCast Entity performing the Services warrants that it will perform the Services:

- (a) in a good, timely, efficient, professional and workmanlike manner using then-current technology, and within the specified dates, time frames, and milestones more fully set forth in this Agreement;
- (b) using sufficient numbers of Personnel who are fully familiar with the technology, processes and procedures to be used to deliver the Services and having all the requisite skill,

experience, competence and qualifications for any assigned roles;

(c) in accordance with the Service Levels and, if no Service Level is specified for a particular Service, in accordance with accepted industry standards of leading providers of similar services;

(d) in compliance with the terms of this Agreement; and

(e) in compliance with all applicable Laws.

12.3. Imagery Product Warranties. The applicable UrtheCast Entity warrants that the Imagery Products will strictly meet their Product Specifications and the other terms of this Agreement.

12.4. GEOSYS R7 Developments Warranties. The applicable UrtheCast Entity warrants that for the period ending one hundred eighty (180) days after final acceptance of each GEOSYS R7 Development (including each iteration of the Second Generation R7 Product), or such other period as specified in an SOW, (the applicable warranty period is the “**Warranty Period**”), the GEOSYS R7 Development will individually and when operated as a system with the R7 Product and other technology referenced in the detail level design documentation under the SOW:

i. satisfy, conform to and perform in accordance with all requirements and other terms in Exhibit B (R7 Product and R7 Product Services) or the SOW;

ii. comply with applicable Law;

iii. be substantially free from errors in operation and performance and free from defects, including defects in design, materials and workmanship (but solely with respect to those elements of the GEOSYS R7 Development which the applicable UrtheCast Entity is responsible for coding or otherwise introducing into the R7 Product after the Effective Date);

iv. substantially meet any quality assurance standards described in the SOW; and

v. unless expressly agreed in writing by Winfield, not contain Open Source Software (other than any Open Source Software that was introduced prior to the Effective Date).

12.5. Adequate Documentation. The applicable UrtheCast Entity warrants that all GEOSYS R7 Developments that are Software will be accompanied by documentation that will describe the features and functions of the version(s) of such GEOSYS R7 Developments and all information that a reasonably skilled programmer needs to understand the design, structure and implementation of the Software, to maintain, modify and implement such GEOSYS R7 Developments and to enable a professional writer to write documentation and help files for the Software, in each case without assistance from the UrtheCast Entities.

12.6. Non-Exclusive Remedies. In the event of a breach of any such warranties in Sections 12.2 through 12.5, the applicable UrtheCast Entity whose warranty was breached shall promptly correct or cause the correction of the deficiencies giving rise to the breach at its sole expense, without limiting Winfield’s remedies, in a prompt and timely manner commensurate with the nature and effect of such breach, but in no event later than thirty (30) days after notification from Winfield or following such other process as may be specified in the SOW, such that the

corrected deliverable complies with such warranties. If the breach is not so corrected, then Winfield may (in its sole discretion) either: (a) extend the time for the applicable UrtheCast Entity to correct such breach (if correction is commercially practical) and satisfy the warranty; (b) conditionally accept the non-conforming deliverable on the condition that the applicable UrtheCast Entity satisfy the warranty in accordance with a remediation plan provided by the applicable UrtheCast Entity and approved by Winfield; (c) retain the Imagery Product or GEOSYS R7 Developments, as applicable, and receive an appropriate reduction in the charges that reflects the extent to which the Services or deliverable conforms to the warranty and directly, or by use of a third party, make the necessary corrections, and charge the applicable UrtheCast Entity an amount equal to all costs incurred by Winfield to third parties retained by Winfield to correct the breach of warranty (provided that the foregoing does not prevent Winfield from making a claim for damages); or (d) return the GEOSYS R7 Developments or Imagery Product and receive a full refund of any charges paid in connection with the GEOSYS R7 Developments/Imagery Products. If Winfield selects option (a) but the breach is still not corrected within the extended time, Winfield shall have the same options. Any repaired or replaced GEOSYS R7 Developments or Imagery Products shall be subject to the warranties; except that, with respect to the corrected GEOSYS R7 Developments defect, the applicable Warranty Period shall be extended to the longer of (1) the remainder of the original Warranty Period and (2) thirty (30) days from the date of Winfield's acceptance of such corrected GEOSYS R7 Developments defect (or such other period as set forth in the SOW).

12.7. Disabling Code. The applicable UrtheCast Entity will identify, screen and prevent and will not itself intentionally install any Disabling Code in any Escrow Materials, GEOSYS R7 Developments, Winfield Data, the R7 Product or Imagery Products. If any Disabling Code is found to have been introduced, the applicable UrtheCast Entity will, at no additional charge, and as applicable:

- (a) replace the portion of the Escrow Materials, GEOSYS R7 Developments, Winfield Data, the R7 Product, or Imagery Products that contains the Disabling Code and such replacement portion shall be subject to acceptance and the warranties above; and
- (b) use commercially reasonable efforts to reduce the effects of the Disabling Code and remediate any damage caused thereby.

12.8. No Malicious Code. The UrtheCast Entities shall maintain current, industry recognized Malicious Code protection. The UrtheCast Entities shall use commercially reasonable efforts to prevent Malicious Code from being coded or introduced into the Escrow Materials, R7 Product, the Winfield Data, the GEOSYS R7 Developments, the Imagery Products, the Services, the Winfield Network or any other Winfield resource.

12.9. Non-Infringement regarding the IP Assets and Escrow Materials. The UrtheCast Entities represent and warrant that:

- (a) they have the right to grant all rights assigned or granted herein to the Imagery Products, Winfield Data (to the extent assigned by the UrtheCast Entities hereunder) and GEOSYS R7 Developments (the "**IP Assets**") and the Escrow Materials to Winfield;
- (b) Winfield will receive good and valid title to all IP Assets, free and clear of all encumbrances and liens of any kind;
- (c) Winfield will have no obligation to pay any third party any fees, royalties, or

other payments for use of the IP Assets and the Escrow Materials;

(d) to the best of UrtheCast Entities' knowledge, neither the IP Assets nor the Escrow Materials nor their use infringe, violate or misappropriate any patent of any third party, and neither the IP Assets nor the Escrow Materials nor their use infringe, violate or misappropriate any copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; and

(e) there is no actual or threatened claim, litigation or proceeding pending or, to the best of UrtheCast Entities' knowledge, threatened with respect to the IP Assets or Escrow Materials or any component thereof or their use alleging infringement, violation or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right of any person.

Notwithstanding anything to the contrary herein, the UrtheCast Entities shall neither be responsible nor liable under this Section 12.9 for any element of the GEOSYS R7 Developments, Winfield Data or Escrow Materials that were created, coded or otherwise developed prior to the Effective Date.

12.10. **Orders and SOWs.** An Order or SOW may contain additional express warranties.

12.11. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES TO THE OTHER PARTY UNDER OR RELATING TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED.

ARTICLE XIII INDEMNIFICATION; LIMITATION ON LIABILITY; INSURANCE

13.1. **Infringement Indemnification Obligation.** The UrtheCast Entities shall defend, indemnify and hold harmless each member of the Winfield Group and their respective Personnel, officers and directors (collectively the "**Winfield Indemnified Group**") from and against any and all Losses suffered or incurred by any of the Winfield Indemnified Group as a result of any Claim by a third party brought or asserted against one or more members of the Winfield Indemnified Group which arises out of or in connection with any allegation that the Services performed or any of the IP Assets or Escrow Materials or use thereof as permitted or contemplated herein infringes, violates or misappropriates any copyright, patent, trade secret, trademark, or other intellectual property or proprietary right of a third party; provided, however, that the foregoing obligation does not apply to the extent the Claim arises from any modifications to the IP Assets or Escrow Materials made by any member of the Winfield Indemnified Group.

13.2. **Infringement Remedies.** If a Claim causes any of the Winfield Indemnified Group's quiet enjoyment and use of any of the IP Assets or Escrow Materials to be endangered or disrupted, the UrtheCast Entities shall, in a timely manner, at their sole expense and in addition to their obligations under Section 13.1:

(a) modify or replace the IP Assets or Escrow Materials with a non-infringing replacement that is reasonably satisfactory to Winfield; provided that the IP Assets or Escrow Materials are functionally equivalent in all material respects and do not change in any material

adverse respect; or

(b) procure for the Winfield Indemnified Group the right to continue using the IP Assets or Escrow Materials free of any liability for infringement, violation or misappropriation.

13.3. Mutual Indemnity. The UrtheCast Entities on the one hand, jointly and severally, and Winfield on the other hand shall each defend, indemnify and hold harmless the other party and its Personnel, officers and directors (collectively for each party as indemnitee, the “**Indemnified Group**”) from and against any and all Losses suffered or incurred by any of the Indemnified Group as a result of any Claim by a third party brought or asserted against one or more members of the Indemnified Group which arises out of or in connection with: (a) breach of the indemnifying party’s representations or warranties herein; (b) breach of Article XI or other confidentiality obligations or security requirements set forth herein by the indemnifying party; (c) the violation by the indemnifying party of any Law in connection with this Agreement; (d) any death, bodily injury or property damage caused by the indemnifying party or its Personnel in the course of performing any Services under this Agreement; or (e) the negligence, gross negligence or willful misconduct of the indemnifying party in performing hereunder; provided, however, that (i) each party’s obligation hereunder as indemnifying party is reduced to the extent the Claim is caused by the wrongful acts or omissions of anyone in the Indemnified Group of the other party; and (ii) the foregoing obligation does not apply to the extent that the applicable Claim is already covered under the Purchase Agreement (which shall take precedence with regard thereto).

13.4. Indemnification Procedures. With respect to Claims for which indemnification is sought hereunder, the following procedures will apply:

(a) Promptly after receipt by the indemnified party of notice of the commencement or threatened commencement of any Claim in respect of which the indemnified party may seek indemnification pursuant to this Agreement, the indemnified party will notify the indemnifying party of such Claim in writing. Failure to notify the indemnifying party will not relieve the indemnifying party of its obligations under this Agreement except to the extent that the indemnifying party is prejudiced by such failure. Within fifteen (15) days following receipt of written notice from the indemnified party relating to any such Claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnifying party may notify the indemnified party in writing if the indemnifying party elects to exercise its option to assume control of the defense and settlement of that Claim (a “**Notice of Election**”).

(b) If the indemnifying party delivers a Notice of Election relating to such Claim within the required notice period, the indemnifying party will be entitled to have sole control over the defense and settlement of such Claim; provided that:

- i. the indemnified party will be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim;
- ii. the indemnifying party will obtain the prior written approval of the indemnified party before entering into any settlement of such Claim or ceasing to defend against such Claim; and
- iii. the indemnified party will cooperate in all reasonable respects with the indemnifying party regarding the investigation and defense of any such Claim, at the indemnifying party’s cost.

(c) After the indemnifying party has delivered a Notice of Election relating to any Claim in accordance with subsection (a), the indemnifying party will not be liable to the indemnified party for any legal expenses incurred by the indemnified party in connection with the defense of that Claim.

(d) The indemnifying party will not be required to indemnify the indemnified party for any amount paid or payable by the indemnified party in the settlement of any Claim for which the indemnifying party has delivered a timely Notice of Election, if such amount was agreed to without the written consent of the indemnifying party.

(e) If the indemnifying party does not deliver a Notice of Election relating to any Claim within the required notice period or if the indemnifying party delivers the Notice of Election but fails to defend, the indemnified party will have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of the indemnifying party to the extent the indemnified party is entitled to indemnification. The indemnifying party will promptly reimburse the indemnified party for all such costs and expenses.

13.5. **Limitation on Liability.**

(a) Disclaimer. EXCEPT FOR THE LIABILITY EXCEPTIONS, OR FOR ANY BREACH OF SECTIONS 4.4 OR 4.6 OR OTHER DATA BREACH AS DEFINED IN SECTION 13.5(b), IN NO EVENT SHALL A PARTY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER OR RESULTING FROM THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AN ACTION IS BASED ON CONTRACT, TORT, EQUITY OR OTHER THEORY. THE FOREGOING DISCLAIMER DOES NOT LIMIT THE INDEMNIFICATION OBLIGATIONS HEREUNDER TO THE EXTENT THE THIRD PARTY CLAIM COVERED BY THE INDEMNIFICATION OBLIGATIONS INCLUDES THE TYPES OF DAMAGES DISCLAIMED IN THE PRECEDING SENTENCE.

(b) Cap. Except for the Liability Exceptions:

i. for any claims as a result of breach of, or pursuant to, Section 4.4. or any other unauthorized disclosure of or access to Winfield Data attributable to a breach by an UrtheCast Entity or its Personnel (including their subcontractors) of an UrtheCast Entities' obligations under this Agreement (a "**DATA BREACH**") in a particular Contract Year, for each Contract Year, the liability of the UrtheCast Entities will not exceed the value of any insurance proceeds received or recoverable (or which would have been received or recoverable but for the default or other failure, act or omission on the part of UrtheCast, the UrtheCast's Affiliates or any subcontractor, or those for whom such entities may in law be responsible) under any insurance policy obtained and maintained or required to be obtained and maintained under this Agreement, including the value of any deductible paid by UrtheCast or any of the UrtheCast Affiliates pursuant to such insurance policy, up to Three Million United States Dollars (\$3,000,000); provided, however, in the event insurance proceeds are not received or recoverable, the liability of the UrtheCast Entities will not exceed One Million United States Dollars (\$1,000,000) (the "Annual Data Breach Cap"); and

ii. except for the Annual Data Breach Cap, and subject to any reduction as a

result of any claims made under the Interim Agreement in a particular Contract Year, for each Contract Year, the liability of each party (and its Affiliates) under this Agreement for all claims, in the aggregate, during that Contract Year, whether an action is based on contract, tort, equity or other theory, will not exceed the amount to be paid by Winfield to the UrtheCast Entities under this Agreement during that Contract Year, provided that: (i) if a claim continues over multiple Contract Years, it shall be deemed to have occurred completely and solely during, and be subject to the cap applicable to, the first Contract Year in which it arose; and (ii) if a claim arises after the termination or expiration of this Master Services Agreement, it shall be deemed to have arisen during, and be subject to the cap applicable to, the final Contract Year; (the “**Annual Base Cap**”).

(c) Liability Exceptions. The limitations of liability specified in Section 13.5(a) and (b) will not apply with respect to (the “**Liability Exceptions**”):

- i. amounts due as fees, royalties or credits hereunder;
- ii. each party’s defense and indemnification obligations hereunder;
- iii. Losses occasioned by:
 - A. any violation, infringement or misappropriation of the other party’s intellectual property rights;
 - B. breach of Article XI (Confidential Information); or
 - C. a party’s fraud, willful misconduct, gross negligence, or criminal acts.

13.6. **Insurance**. In addition to any specific insurance required under an SOW, each party shall maintain the insurance set forth in Exhibit E (Insurance) for the periods set forth therein.

ARTICLE XIV TERM AND TERMINATION

14.1. **Term**. This Master Services Agreement commences on the Effective Date and expires on the thirteenth (13th) anniversary of the Effective Date unless earlier terminated as set forth herein (the “**Term**”). Each Order and SOW shall have the term set forth therein unless earlier terminated; provided, however, that no Order or SOW shall extend beyond the Term.

14.2. **Termination of an Order or SOW**. An Order or SOW may be terminated by Winfield upon thirty (30) days prior written notice to the applicable UrtheCast Entity with which such Order or SOW is executed or such other period as may be provided in an SOW (except for the Base Services for R7 Product Services which are subject to Section 14.3). Winfield will pay the applicable UrtheCast Entity (at the rates set forth in the Order/SOW) the amount of all undisputed invoices for Services performed by such UrtheCast Entity up to the termination date in Winfield’s notice. Such termination will be effective as of the date indicated in the notice. Winfield will not be liable for any costs incurred by the UrtheCast Entities in connection with any Order or Statement of Work after such termination date.

14.3. **Termination of R7 Product Services**. The “**R7 Product Services Term**” for each of the R7 Product Hosting Services and R7 Product Maintenance Services commences on the Effective Date and continues until the applicable Services are terminated as set forth elsewhere in this Agreement or as follows:

(a) at any time, Winfield may terminate the R7 Product Hosting Services and all associated rights and obligations herein including the license grant in Section 4.2(a)(i), by delivering three (3) months prior written notice to the applicable UrtheCast Entity of such termination, provided that termination of the R7 Product Hosting Services shall not affect any of Winfield's payment obligations hereunder and the SOW for the R7 Product Maintenance Services shall be modified to include additional such services to correspond to the value of the terminated R7 Hosting Services; and

(b) at any time effective after the Second Closing, Winfield may terminate the R7 Product Maintenance Services and all associated rights and obligations herein including the license grant in Section 4.2(a)(ii), by delivering twelve (12) months prior written notice to the applicable UrtheCast Entity of such termination.

14.4. Termination for Cause by Winfield. This Agreement or a Service, Order or SOW may be terminated early for cause by Winfield with written notice to the UrtheCast Entities:

- (a) if the Interim Agreement is terminated early; or
- (b) if the Second Transaction does not occur or close; or
- (c) for a material breach of Section 7.2 of the Interim Agreement; or
- (d) if, prior to the Operational Date, there is a Change of Control of UrtheCast or the entity that controls UrtheCast (if any), or any of the other UrtheCast Entities, to which Winfield does not consent in accordance with the terms of this Agreement; or
- (e) if a Service Level Termination Event occurs.

If Winfield chooses to terminate this Agreement or a Service, Order or SOW in part for convenience (where permitted herein) or for cause, the charges payable will be equitably adjusted to reflect such partial termination as agreed by the parties. Additional termination rights for an Order or SOW may be included in an Order/SOW. The express acknowledgment that a certain amount of Service Level Credits or number of Service Level defaults constitutes grounds for termination does not imply that a lesser amount or number cannot constitute a material breach of this Agreement and therefore grounds for termination under other subsections, and no party will contend otherwise in any dispute or controversy between the parties.

14.5. Mutual Termination for Cause. This Agreement may be terminated early for cause by Winfield with written notice to the UrtheCast Entities or by the UrtheCast Entities with written notice to Winfield:

- (a) if the other party commits a material breach of this Agreement, which breach the other party has not made reasonable progress towards curing within thirty (30) days after notice of the breach from the non-breaching party, or which breach is not cured within sixty (60) days after notice of the breach from the non-breaching party; or
- (b) in the event that any of the UrtheCast Entities or Winfield (i) files for bankruptcy, (ii) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (iii) passes a resolution for its voluntary liquidation, (iv) has a receiver or manager appointed over all or substantially all of its assets, (v) makes an assignment for the benefit of all or substantially all of its creditors, (vi) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of

such obligations, (vii) fails or become incapable of paying its debts as they become due or is otherwise in default under material contracts and fails to promptly cure such defaults, or (viii) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

14.6. Termination Assistance.

(a) During the applicable Termination Assistance Period, the applicable UrtheCast Entity will, in addition to performing the Services expiring or being terminated or not renewed, provide the Termination Assistance Services in accordance with this Section in order to facilitate the orderly transfer of the terminating/expiring Services to Winfield or its designee. Winfield may extend the Termination Assistance Period for the Base Services for a period not to exceed an additional twelve (12) month period with written notice to the applicable UrtheCast Entity at least ninety (90) days prior to the end of the initial Termination Assistance Period for the applicable Base Service. Winfield may terminate the Termination Assistance Services early with thirty (30) days prior written notice to the applicable UrtheCast Entity.

(b) With respect to the Base Services, within six (6) months of the Effective Date, the applicable UrtheCast Entity shall provide to Winfield for its approval, such approval not to be unreasonably withheld, a draft plan, including the methodology for determining the additional fees to be paid by Winfield for Termination Assistance Services for each of the Base Services, for the disengagement and transfer of each of the Base Services as a result of expiration or receipt of notice of termination of such Base Services. With respect to any Additional Services, the applicable Order/SOW shall include any plan for Termination Assistance Services. Any such plan is the “**Disengagement Plan**”. Each Disengagement Plan should include:

- i. key employees and other personnel and resources that will be used to perform Termination Assistance Services;
- ii. key items necessary to perform the Termination Assistance Services as efficiently and effectively as possible, including an allocation of responsibilities for disengagement and transfer of the Services among the parties;
- iii. a timetable and process for Termination Assistance Services that will enable the applicable UrtheCast Entity to complete disengagement in compliance with this Section and within the Termination Assistance Period;
- iv. knowledge transfer with respect to the Services sufficient for Winfield or its designee to take over performance of the Services;
- v. the methodology for determining additional fees associated with the applicable UrtheCast Entity’s performance of the Termination Assistance Services; and
- vi. the applicable access to Imagery Products from archives or the GEOSYS Platform that will be made available to Winfield after termination of this Agreement or the applicable Imagery Service per the license in Section 14.7.

(c) At least annually and more frequently as reasonably necessary to take into account changes to the Base Services, the applicable UrtheCast Entity will update the Disengagement Plan and submit such updates to Winfield.

(d) The applicable UrtheCast Entity will provide Termination Assistance Services in accordance with this Section and the Disengagement Plan during the Termination Assistance

Period at the fees agreed by the parties. Winfield shall perform those responsibilities allocated to it in the Disengagement Plan.

(e) The applicable UrtheCast Entity will continue performing the Base Services and Additional Services in accordance with this Agreement during the Termination Assistance Period. The quality and level of performance of the Base Services and Additional Services continued during the Termination Assistance Period will not be degraded as compared to the quality and level of performance of such Base Services and Additional Services before the Termination Assistance Period. The fees for any such Base Services and Additional Services (in the amounts described herein) shall be paid by Winfield to the applicable UrtheCast Entity. After the expiration of the Termination Assistance Period, the applicable UrtheCast Entity will answer questions from Winfield regarding the terminated Base Services and Additional Services on an “as needed” basis at the applicable UrtheCast Entity’s then standard billing rates, for a maximum period of two (2) years.

(f) The applicable UrtheCast Entity agrees to provide reasonable assistance to Winfield’s designated successor, at the fees agreed by the parties, with respect to the movement of Winfield Data from the then-existing databases to the new processing environment.

14.7. Effect of Termination; Archived Data. In the event of termination of this Agreement for any reason, the royalties and the terms of Article IX, and the licenses and the terms of Article III, shall terminate and be of no further force or effect whatsoever. During the Term and in the event of any termination of the Imagery Services for any reason, the applicable UrtheCast Entity hereby grants to the Winfield Group a non-exclusive, royalty-free, non-transferable (except as permitted in Section 15.6), worldwide, license and right for an additional period of five (5) years to use historical Imagery Products that Winfield requests access to (including from archives) as necessary for the continued operation of the R7 Product, including as specified in Exhibit A (Imagery Services and Imagery Products). The method of access will be agreed by the parties, including in the Disengagement Plan. Otherwise, the applicable UrtheCast Entity shall promptly provide such Imagery Products on request.

14.8. Survival. Section 7.8 of this Master Services Agreement and the Grant Back License shall survive termination as set forth in their applicable grant. In addition, Articles I, VII, VIII, X, XI, XII (as applicable solely for performance during the Term), XIII and XV and Sections 2.2(c), 3.4, 3.5, 4.2(b), 4.4(b) (with respect to claims arising before the date of termination or expiration), 4.7, 14.6, 14.7 and 14.8 of this Master Services Agreement, and such other terms which by their nature ought to survive, will survive the termination or expiration of this Agreement.

ARTICLE XV GENERAL PROVISIONS

15.1. Entire Agreement. The recitals are deemed included herein. Except for the references to the Interim Agreement and Purchase Agreement herein, this Agreement is the entire agreement between the UrtheCast Entities and Winfield regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

15.2. **Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement except for the applicable Indemnified Groups.

15.3. **Notices.**

(a) Any notice, designation, communication, request, demand or other document required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- i. delivered personally to such party or to an officer or director of such party;
 - ii. sent to the party entitled to receive it by registered mail, postage prepaid;
- or
- iii. sent by facsimile or email.

(b) Notices shall be sent to the following addresses, facsimile numbers or emails:

(i) in the case of Winfield:

Winfield Solutions, LLC
4001 Lexington Avenue North
Arden Hills, MN 55126

Attention: Teddy Bekele
Email: TBekele@landolakes.com

and with a copy to:

Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Attention: Robert Rosenbaum
Facsimile: (952) 516-5585
Email: rosenbaum.robert@dorsey.com

(ii) in the case of each UrtheCast Entity:

UrtheCast Corp.
33-1055 Canada Place
Vancouver, BC V6C 0C3

Attention: Don Osborne
Facsimile: (604) 669-1799
Email: dosborne@urthecast.com

and with a copy to:

Bennett Jones LLP
Suite 2600, 1066 West Hastings Street

Vancouver, British Columbia V6E 3X1

Attention: Christian Gauthier
 Facsimile: (604) 891-5100
 Email: gauthierc@bennettjones.com

or to such other address or facsimile number as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this Section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

(c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

- i. if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- ii. if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fourth business day following the date of mailing, unless at any time between the date of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service;
- iii. if sent by facsimile, be deemed to have been given, sent, delivered and received on the date the sender receives the confirmation of transmission; and
- iv. if sent by email, be deemed to have been given, sent, delivered and received on the date the email is responded to and acknowledged as received and read.

15.4. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

15.5. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

15.6. **Assignment.** For clarity, a Change of Control of UrtheCast or Winfield, the entity that controls UrtheCast or Winfield (if any) or any of the other UrtheCast Entities is considered an assignment hereunder. Neither party may assign any of its rights or obligations hereunder, whether by operation of law, merger or otherwise, without the other party's prior written consent (not to be unreasonably withheld, conditioned, or delayed), except that:

- (a) following the Second Closing, Winfield may assign this Agreement to an Affiliate or in connection with a Change of Control of Winfield;
- (b) any or all of the UrtheCast Entities may assign its or their right to receive payments hereunder for the purpose of factoring accounts receivable; and
- (c) any or all of the UrtheCast Entities may collaterally assign (as and by way of

security), grant, transfer and charge to and in favour of any lender providing loans and other financing to it and/or them directly or indirectly in connection with the acquisition contemplated by the Purchase Agreement, all of its rights, title and interest in and to amounts owing to the UrtheCast Entities pursuant to Article VIII of this Agreement as general and continuing collateral security for the payment of the obligations under any such financing, but no other right, title or interest in and to this Agreement.

Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. UrtheCast shall give Winfield reasonable prior written notice of a Change of Control of UrtheCast, the entity that controls UrtheCast (if any) or any of the other UrtheCast Entities.

15.7. Use of Logo. None of the UrtheCast Entities shall use or otherwise appropriate any of Winfield's trademarks, logotype, company name, or trade names in any manner or form without first obtaining the written consent and approval of Winfield's communications department, which consent may be granted or withheld by Winfield in Winfield's sole discretion. Except as required in copyright notices for the Imagery Products, Winfield shall not use or otherwise appropriate any of the UrtheCast Entities' trademarks, logotype, company name, or trade names in any manner or form without first obtaining the written consent and approval of the UrtheCast Entities' communications department, which consent may be granted or withheld by the UrtheCast Entities in their sole discretion.

15.8. Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the substantive law of the State of New York (without reference to its internal conflict of laws principles or rules (whether of the State of New York or any other jurisdiction)) and the federal laws of the United States applicable therein, and expressly excludes the application of the United Nations Convention on the International Sale of Goods.

15.9. Arbitration.

(a) With the exception of any claim under Section 15.10, any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by three arbitrators, of whom each party shall appoint one, and those 2 shall pick the final one. The arbitration shall be governed by the laws set forth in Section 15.8 and the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any state or federal court in New York, New York, USA. The place of arbitration shall be New York, New York, USA and the arbitration shall be conducted in English.

(b) The parties further agree that any such arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrators, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise.

15.10. Equitable Relief and Consent to Jurisdiction. Because the parties will have access to and become acquainted with confidential and proprietary information of the other party, the unauthorized use or disclosure of which could cause irreparable harm and significant injury

which may be difficult to ascertain and for which there is no adequate remedy at law, the parties agree that any claim seeking enforcement of this Agreement with respect to such confidential and proprietary information by injunction or other equitable relief may be brought in the state or federal courts of New York, New York, USA, without the necessity of proving actual damages or posting any bond. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in New York, New York, USA, and all courts competent to hear appeals therefrom.

15.11. **Counterparts.** This Master Services Agreement and each Order and SOW may be executed by facsimile and in counterparts.

15.12. **Remedies Not Exclusive.** All remedies available to either party for breach of this Agreement including any Order and Statement of Work are cumulative, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of others. Failure of either party to exercise any right or remedy will not operate as a waiver thereof.

15.13. **Export Control.**

(a) The parties acknowledge that certain products, technology, technical data and software (including certain services and training) and certain transactions may be subject to export controls and/or sanctions under the Laws (including the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury).

(b) The UrtheCast Entities acknowledge that any products, technology, technical data and software (including certain services and training) provided by Winfield to the UrtheCast Entities or their Personnel under this Agreement may be subject to U.S. and other countries' import and export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. Except as expressly agreed between the parties with respect to an Order or SOW, the UrtheCast Entities shall have no obligation to secure any required export license or implement other export control compliance measures as a condition for receiving export controlled information, data, software or technology from or on behalf of Winfield. The UrtheCast Entities shall provide Winfield with any reasonably necessary assistance in preparing any such license application.

(c) The UrtheCast Entities agree that they will not use, distribute, transfer, or transmit any products, software or technical information (even if incorporated into other products) in violation of U.S. and other countries' export laws and regulations. The UrtheCast Entities shall not directly or indirectly "export" or "re-export" software or "technical data" disclosed to any of them by Winfield, or the direct product of such software or "technical data", to any country, or citizen of any country, prohibited by U.S. or other countries' export laws.

(d) Winfield will identify the specific export control status of, and be responsible for obtaining all necessary export authorizations and licenses for the "export" or "re-export" of products, technology, technical data or software provided by Winfield or its Personnel to any of the UrtheCast Entities. The UrtheCast Entities shall identify the specific export control status of, and be responsible for obtaining all necessary export authorizations and licenses for the "export" or "re-export" of products, technology, technical data or software provided by the UrtheCast Entities or their Personnel to Winfield.

15.14. **Anti-bribery.** Each party will not, and will ensure that its Personnel will not, in connection with any activities under or related to this Agreement, directly or indirectly:

- (a) violate any applicable Laws prohibiting or penalizing bribery or corruption;
- (b) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any Government Official, official of a political party, candidate for political office, or a political party to influence any act or decision of this person in their official capacity, induce this person to do or not do any act in violation of their lawful duty, or to secure any other improper advantage. “**Government Official**” means (i) an officer or employee of the government, including any department, agency, or other entity owned or controlled by the government, or (ii) an officer or employee of a public international organization (for example the World Bank or International Monetary Fund), or (iii) any person acting in an official capacity for or on behalf of any of the above; or
- (c) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any private (i.e. non-government) person to influence any act or decision of this person or to secure any other improper advantage in order to obtain or retain business for the other party.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Master Services Agreement to be duly executed and delivered by their duly authorized representatives as of the date first written above.

URTHECAST CORP.

GEOSYS S.A.S

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DEIMOS IMAGING S.L.U.

WINFIELD SOLUTIONS, LLC

By: _____

By:  _____

Name: _____

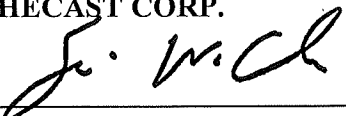
Name: Brett Bruggeman

Title: _____

Title: Vice President and Manager

IN WITNESS WHEREOF, the parties hereto have caused this Master Services Agreement to be duly executed and delivered by their duly authorized representatives as of the date first written above.

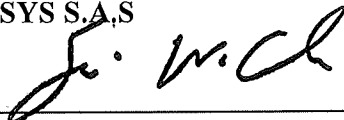
URTHECAST CORP.

By: 

Name: **Sai W. Chu**
Chief Financial Officer

Title: _____

GEOSYS S.A.S

By: 

Name: **Sai W. Chu**
Chief Financial Officer

Title: _____

DEIMOS IMAGING S.L.U.

By: 

Name: **Sai W. Chu**
Chief Financial Officer

Title: _____

WINFIELD SOLUTIONS, LLC

By: _____

Name: Michael Vande Logt

Title: Chief Executive Officer

Exhibit A – Imagery Services and Imagery Products

SCOPE:

Imagery Products are information that are produced on the GEOSYS Platform from the applicable Imagery Data and, if applicable, other sources of information, and are delivered to the R7 Product through APIs or other interfaces. The Imagery Products are Derivative Works of the source imagery data, including NDVI maps, Yield Variability Maps, SaMZ maps, NDVI time series, and weather information. They include pixels, fields and zone values, fields maps, and graphs that the Geosys Platform delivers to the R7 Product. Imagery Products are available unlimited in the number of fields or acres over the Territory.

Imagery Services is all of the services necessary to generate the applicable Imagery Data and process it into the Imagery Products and host and make those available and deliver the Imagery Products per the product Specifications as set forth herein.

It is intended that improvements to Imagery Products and Imagery Services will occur annually as part of the product life cycle and scale up of the Imagery Services delivered. The Product Specifications for the Imagery Products and Service Levels below are a baseline. The parties intend to improve upon the Product Specifications and Service Levels (per Section 3 below) throughout the Term, without regression.

IMAGERY PRODUCTS INITIAL SPECIFICATIONS AND SERVICE LEVELS

1. PRE-URTHEDAILY IMAGERY PRODUCTS

For purposes of clarity, the Parties hereby acknowledge and agree that the service levels and specifications set forth in this Section 1 (Pre-UrtheDaily Imagery Products) are subject to review, modification, and supplementation by the Joint Specification and SLA Committee.

a. SERVICE LEVELS

The Pre-UrtheDaily Imagery Products accessed via the GEOSYS Platform will have a 99.7% Availability over any Quarter before Platform Separation and for ninety (90) days after Platform Separation (the “**Ramp-Up Period**”), and 99.8% after completion of the Ramp-Up Period except for any downtime arising from: (i) scheduled maintenance, which is scheduled with 48 hours prior written notice to Winfield and occurs between the hours of 10:00 pm and 4:00 am Central Standard Time, as the applicable UrtheCast Entity, acting reasonably, may consider appropriate from time to time, (ii) any delay or failure of performance caused in whole or in part by Winfield’s delay in performing, or failure to perform; (iii) Winfield’s Internet connectivity; (iv) a Force Majeure Event; or (v) any act or omission of Microsoft, Amazon, or Google, but only the extent acting as the hosting services provider for the GEOSYS Platform.

“Availability” means the percentage of total time during which the Pre-UrtheDaily Imagery Products are available for use by the Winfield Group and data transmission is fully operational and able to receive, process, store and transmit Pre-UrtheDaily Imagery Products accurately.

“Quarter” means each quarter during a Contract Year.

Should the UrtheCast Entities fail to achieve the foregoing Availability over a Quarter, Winfield shall have the right to receive, as a non-exclusive remedy, the applicable Service Level Credit as set forth in the table below. UrtheCast Entities teams will meet with Winfield teams to review the causes of underperformance and Winfield may decide to invest back these credits in developments to improve future availability.

Availability before completion of the Ramp-Up Period	Availability after completion of the Ramp-Up Period (Quarterly)	Service Level Credit (% of Quarterly fees for Imagery Services)
99.6% - 98%	99.7% - 98%	10%
97.99% - 96%	97.99% - 96%	25%
95.99% - 94%	95.99% - 94%	50%
Below 94	Below 94%	100%

b. DESCRIPTION.

The GEOSYS Platform utilizes Pre-UrtheDaily Imagery Data originated from different sources. These sources are part of a “virtual constellation” of medium resolution (5 to 30 meters) satellites to allow a high frequency of acquisitions on the Territory and during the Times of Interest and Areas of Interest described below of crops growing season and users of R7 Product services, and Modis low resolution (250 meters) satellite images for daily coverage of the Territory, and weather data when needed.

The sources are initially as follows: Deimos-1 satellite and Modis satellite

The Pre-UrtheDaily Imagery Data generated from such sources will be acquired at minimum as follows: (a) Deimos-1 satellite, Landsat 8 satellite, Sentinel-2 satellites, and ResourceSat; and (b) Modis satellite Terra and Aqua. To the extent such sources are not available, the Pre-UrtheDaily Imagery may be generated from other comparable satellites.

c. FREQUENCY OF NEW IMAGERY PRODUCTS AVAILABILITY

Pre-UrtheDaily Imagery Products derived from Pre-UrtheDaily Imagery Data will be acquired with an acquisition level of effort equivalent to that set forth in Appendix 1 to this Exhibit A. The UrtheCast Entities will source from adapted satellites to replace or add to 2018 virtual constellation so that Pre-UrtheDaily Imagery Products can be delivered for each of the following Time of Interest (ToI) and Area of Interest (AoI) or better:

One image at least for each ToI for each AoI: North, South and Central AoI with three levels of intensity L1, L2 and L3 as described in Appendix 1 to this Exhibit A.

Pre-UrtheDaily Imagery Products derived from Imagery Data from the Modis satellite will be updated daily based on best of two acquisitions per day on the Territory. The UrtheCast Entities will source from other adapted satellites to replace Modis in case of end of life.

d. TIME TO DELIVERY

All mid-resolution Pre-UrtheDaily Imagery Products derived from sources other than Deimos-1 satellite shall have a delivery time of approximately 40 hours; provided, however that, such Pre-UrtheDaily Imagery Products must be available in less than 50 hours as an average measured during the applicable growing season after such Pre-UrtheDaily Imagery Data is made available by image provider. This average excludes images that took more than 80 hours due to specific problems on the imagery.

Deimos-1 satellite derived Pre-UrtheDaily Imagery Products must be made available in less than 80 hours from acquisition of Pre-UrtheDaily Imagery Data from the Deimos-1 satellite as an average measured Quarterly.

Modis satellite derived Pre-UrtheDaily Imagery Products must be made available less than 24 hours from time of availability on USGS servers of Pre-UrtheDaily Imagery Data from the Modis satellite.

e. CLOUD MASK

Cloud mask is information related to clouds, haze or shadows used to determine utility of each pixel acquired in Pre-UrtheDaily Imagery Data. This information is used to determine if an Imagery Product can or cannot be used for specific R7 Product services.

The UrtheCast Entities shall ensure that the precision of the cloud mask shall be better than 92.5% on Landsat 8 and Sentinel 2A and 2B images, and 90% for other mid resolution Pre-UrtheDaily Imagery Data sources. For clarification, performance percentage describes the percentage of pixels for which there is no under-detection of cloud-cover or cloud shadows casting within the field border.

f. RADIOMETRY

All fields maps and pixels, fields and zones values from mid resolution imagery are provided based on Top of Canopy reflectance. These values are cross-calibrated between sensors with maximum uncertainty on Radiance of 5% and on NDVI values of 3% for Landsat 8 and Sentinel 2A and 2B. Uncertainty for other sources shall be better than 8% and improve with new developments.

g. GEOMETRY

All mid-resolution Pre-UrtheDaily Imagery Products field maps are delivered with 5m ground sampling distance.

All mid resolution Pre-UrtheDaily Imagery Products created from LandSat 8 and Sentinel 2 must have a geometric precision of better than 12.5 meters at 2 Sigma's.

h. BORDER PIXELS

Pixels that are overlapping field border are reprocessed so that no part of radiometry collected in pixels outside of the field border are taken into account in values delivered in mid-resolution Pre-UrtheDaily Imagery Products.

i. PERFORMANCE OF IMAGERY PRODUCTS API

The performance of Pre-UrtheDaily Imagery Products API will be equal to or better than the following metrics:

For in-season NDVI map query, when field border is known, 25 requests per seconds should be managed and response time performance should be no more than 300 milliseconds for 90% of the queries.

For in-season NDVI map coverage query (i.e. getting the list of dates available for a given field border), when field border is unknown, 8 concurrent requests can be managed and response time performance should be no more than 30 seconds for 90% of the queries.

For Modis time-series, when field border is known, 10 requests per second should be managed and response time performance should be no more than 2 seconds to get 10 years of historical information, for 90% of the queries.

Performances will be incrementally improved with new developments and there will be no performance regression between new releases: in particular, performance of new APIs after Platform Separation will be equal or better than the latest performance of the APIs just prior to Platform Separation.

j. ARCHIVE

The GEOSYS Platform will process Imagery Products from Imagery Data acquired during the 5 previous years (which shall include all Imagery Products from Imagery Data acquired during the then current crop year) with no less than one cloud-free date available per month for any field in the Territory.

Moreover, for every Imagery Product made by the Winfield Group, the UrtheCast Entities will archive and make available the applicable Imagery Data so that Imagery Products can be regenerated based on the Imagery Data from the prior 5 years.

2. URTHEAILY IMAGERY PRODUCTS

For purposes of clarity, the Parties hereby acknowledge and agree that the service levels and specifications set forth in this Section 2 (UrtheDaily Imagery Products) are subject to review, modification, and supplementation by the Joint Specification and SLA Committee.

a. SERVICE LEVELS

The UrtheDaily Imagery Products accessed via the GEOSYS Platform will have a 99.8% Availability over any Quarter except for any downtime arising from: (i) scheduled maintenance, which is scheduled with 48 hours prior written notice to Winfield and occurs between the hours of 10:00 pm and 4:00 am Central Standard Time, as the applicable UrtheCast Entity, acting reasonably, may consider appropriate from time to time; (ii) any delay or failure of performance caused in whole or in part by Winfield's delay in performing, or failure to perform; (iii) Winfield's Internet connectivity; (iv) a Force Majeure Event; or (v) any act or omission of Microsoft, Amazon, or Google, but only the extent acting as the hosting services provider for the GEOSYS Platform.

“Availability” means the percentage of total time during which the UrtheDaily Imagery Products are available for use by the Winfield Group and data transmission is fully operational and able to receive, process, store and transmit UrtheDaily Imagery Products accurately.

“Quarter” means each quarter during a Contract Year.

Should the UrtheCast Entities fail to achieve the foregoing Availability over a Quarter, Winfield shall have the right to receive, as a non-exclusive remedy, the applicable Service Level Credit as set forth in the table below.

Availability (Quarterly)	Service Level Credit (% of Quarterly fees for Imagery Services)
99.7% - 98%	10%
97.99% - 96%	25%
95.99% - 94%	50%
Below 94%	100%

b. DESCRIPTION.

The GEOSYS Platform will utilize UrtheDaily Imagery Data originated from the UrtheDaily Constellation.

c. FREQUENCY

The Joint Specification and Service Level Committee shall agree upon the specific AoI and ToI within the Territory for which UrtheDaily Imagery Data will be acquired on a daily frequency and for which UrtheDaily Imagery Data will be acquired at least 5 days out of every 6 calendar days.

UrtheDaily Imagery Products derived from Modis data will be updated daily based on best of two acquisitions on the Territory. UrtheCast will source from other adapted satellites to replace Modis in case of end of life.

d. TIME TO DELIVERY

UrtheDaily Imagery Products must be made available within 24 hours of UrtheDaily Imagery Data acquisition.

Modis derived UrtheDaily Imagery Products must be made available less than 24 hours after Modis derived UrtheDaily Imagery Data availability time.

e. CLOUD MASK

Cloud mask is information related to clouds used to determine utility of each pixel acquired in the UrtheDaily Imagery Data. This information is used to define if an UrtheDaily Imagery Product can or cannot be used for specific R7 Product services.

The precision of the cloud mask for UrtheDaily Imagery Products will be such that at least 92.5% of the UrtheDaily Imagery Products delivered will be cloud free.

f. BORDER PIXELS

Pixels that are overlapping field borders are reprocessed so that no part of radiometry collected in pixels outside of the field borders are taken into account in values delivered in mid-resolution UrtheDaily Imagery Products.

g. PERFORMANCE

Performance of UrtheDaily Imagery Products API will be equal or better than performance obtained prior to the Operational Date in order to maintain the same user experience.

In any case, the performance of UrtheDaily Imagery Products API will be equal or better than the following metrics:

For in-season NDVI map query, when field border is known, 25 requests per seconds should be managed and response time performance should be no more than 300 milliseconds for 90% of the queries.

For in-season NDVI map coverage query (i.e. getting the list of dates available for a given field border), when field border is unknown, 8 concurrent requests can be managed and response time performance should be no more than 30 seconds for 90% of the queries.

For Field vegetation index time-series, when field border is known, 10 requests per second should be managed and response time performance should be no more than 2 seconds to get 10 years of historical information, for 90% of the queries. Those field vegetation index can be calculated for a Low resolution image data source or from UrtheDaily images.

h. ARCHIVE

The GEOSYS Platform will process Imagery Products from Imagery Data acquired during the 5 previous years (which shall include all Imagery Products from Imagery Data acquired during the then current crop year) with no less than one cloud-free date available per month for any field in the Territory.

Moreover, for every Imagery Product made by the Winfield Group, the UrtheCast Entities will archive and make available the applicable Imagery Data so that Imagery Products can be regenerated based on the Imagery Data from the prior 5 years.

i. URTHEAILY IMAGERY DATA SPECIFICATIONS

The UrtheCast Entities will provide updates on UrtheDaily Imagery Data specifications when changes occur and if there is an impact on the UrtheDaily Imagery Products quality and/or availability, and/or R7 Product services.

3. IMPROVEMENTS TO SPECIFICATIONS AND SERVICE LEVELS.

- a. Within thirty (30) days following the Effective Date, each party will appoint (and notify the other party of the identity of) a senior representative having an understanding of the Imagery Services and Imagery Products to act as its SLA Manager under this Agreement with respect to defining continual improvements to the Product Specifications and Service Levels for the Imagery Services and Imagery Products and setting new Product Specifications and Service Levels for the Imagery Services and Imagery Products applicable after Platform Separation and the Operational Date (each

- a “**SLA Manager**”). The SLA Managers will serve as the contact point between the parties for such purposes and will be primarily responsible for: (a) facilitating the flow of information and otherwise promoting communication, coordination and collaboration between the parties with respect to such matters; (b) providing single point communication for seeking consensus between the parties regarding such matters; and (c) raising disputes in a timely manner. Each party may replace its SLA Manager on written notice to the other party.
- b. Within thirty (30) days following the Effective Date, the parties will establish a Joint Specification and SLA Committee to coordinate the parties’ activities under this Agreement with respect to defining continual improvements to the Product Specifications and Service Levels for the Imagery Services and Imagery Products and setting new Product Specifications and Service Levels for the Imagery Services and Imagery Products applicable after Platform Separation and the Operational Date (“**Joint Specification and SLA Committee**”).
- c. The parties shall each appoint an equal number of members to the Joint Specification and SLA Committee, but in any event no less than two (2) members per each party. For clarity, each party may designate its SLA Manager as one of its Joint Specification and SLA Committee members. The parties shall each designate one of their appointees to serve as Co-Chairmen of the Joint Specification and SLA Committee. Either party may substitute in its sole discretion its members of the Joint Specification and SLA Committee from time to time upon written notice to the other party, provided, however, that, without limiting the generality of the foregoing, a key objective with respect to membership in the Joint Specification and SLA Committee shall be preserving continuity.
- d. The Joint Specification and SLA Committee shall be responsible for managing the following activities under this Agreement:
- i. defining, annually, continual improvements to the Product Specifications and Service Levels for the Imagery Services and Imagery Products;
 - ii. setting new Product Specifications and Service Levels for the Imagery Services and Imagery Products applicable after Platform Separation;
 - iii. setting new Product Specifications and Service Levels for the Imagery Services and Imagery Products applicable after the Operational Date; and
 - iv. any other matters deferred to the Joint Specification and SLA Committee in accordance with this Agreement.
- e. The Joint Specification and SLA Committee shall hold meetings on a regular basis, but no less than once per quarter. The first meeting of the Joint Specification and SLA Committee shall be held as soon as reasonably practicable, but in any event no later than sixty (60) days following the Effective Date. Joint Specification and SLA Committee meetings shall take place in form of meetings in person or via video conferences or telephone conferences. Unless otherwise agreed to by the Joint Specification and SLA Committee, the location of the in person committee meetings

shall alternate between the parties' offices. Each member of the Joint Specification and SLA Committee shall have the right to call an extraordinary meeting of the Joint Specification and SLA Committee upon at least five (5) days written notice to discuss any issues that a party reasonably believes must be addressed prior to the next regularly scheduled meeting. Minutes of the Joint Specification and SLA Committee shall be transcribed and issued within thirty (30) days after each meeting by a secretary appointed by the Co-Chairmen, and shall be approved as the first order of business at the immediately succeeding committee meeting.

- f. Each party shall bear its own costs associated with its participation on the Joint Specification and SLA Committee, including all travel and living expenses.
- g. The Joint Specification and SLA Committee shall operate by unanimous vote and such decisions shall be binding on the parties. For clarity, the Joint Specification and SLA Committee shall not have the authority to independently amend the terms and conditions of this Agreement.
- h. As it applies to UrtheDaily Imagery Products, the Joint Specification and SLA Committee shall make a determination as to when the Service Levels and Specifications for the UrtheDaily Imagery Services and UrtheDaily Imagery Products noted above (and as supplemented by the Joint Specification and SLA Committee) are effective provided that such date shall not occur more than one hundred and twenty (120) days after the Operational Date.

4. SERVICE LEVEL TERMINATION EVENT.

a. PRE-URTHEDAILY IMAGERY PRODUCTS.

- i. SERVICE LEVELS (Section 1(a) above): Should the UrtheCast Entities: (A) fail to achieve 98% Availability in each of two consecutive Quarters or (B) fail to achieve 94% Availability in any one Quarter, such failure(s) shall constitute a Service Level Termination Event and Winfield shall have the right to terminate the Imagery Services for cause.
- ii. SPECIFICATIONS (Sections 1(c), 1(d), 1(e), and 1(i) above): Should the UrtheCast Entities: (A) fail to achieve the Compliance Requirement (defined below) in each of two consecutive Quarters or (B) fail to achieve the Compliance Minimum (defined below) in any one Quarter, such failure(s) shall constitute a Service Level Termination Event and Winfield shall have the right to terminate the Imagery Services for cause. For purposes of this Section 4(a)(ii), the Parties agree that in any Quarter at least 80% of the Imagery Products shall comply with the specifications set forth in Sections 1(c), 1(d), 1(e), and 1(i) above (the “**Compliance Requirement**”). The Parties further agree for purposes of this Section 4(a)(ii), that in any Quarter, a minimum of 50% of the Imagery Products shall comply with the specifications set forth in Sections 1(c), 1(d), 1(e), and 1(i) above (the “**Compliance Minimum**”). The Parties further agree that both the Compliance Requirement and Compliance Minimum will have regard to the comparable threshold that existed prior to the Effective Date to ensure the

level of service does not regress.

b. URTHE DAILY IMAGERY PRODUCTS.

- i. SERVICE LEVELS (Section 2(a) above): Should the UrtheCast Entities: (A) fail to achieve 98% Availability in each of two consecutive Quarters or (B) fail to achieve 94% Availability in any one Quarter, such failure(s) shall constitute a Service Level Termination Event and Winfield shall have the right to terminate the Imagery Services for cause.
- ii. SPECIFICATIONS (Sections 2(c), 2(d), 2(e), and 2(g) above): Should the UrtheCast Entities: A) fail to achieve the applicable Compliance Requirement in each of two consecutive Quarters or (B) fail to achieve the applicable Compliance Minimum in any one Quarter, such failure(s) shall constitute a Service Level Termination Event and Winfield shall have the right to terminate the Imagery Services for cause. For purposes of this Section 4(b)(ii), the Parties agree that the Joint Specification and Service Level Committee shall agree upon and document in writing the Compliance Requirement and Compliance Minimum. The Parties further agree that both the Compliance Requirement and Compliance Minimum will have regard to the comparable threshold that existed for Pre-UrtheDaily Imagery Products to ensure the level of service does not regress.

Appendix 1 to Exhibit A R7 In-Season AOIs and TOIs, 2018

I. Basic Descriptions

Level 1 (L1)

- Non-tasked (Sentinel 2A, Sentinel 2B, Landsat 8)
- 15-day TOIs

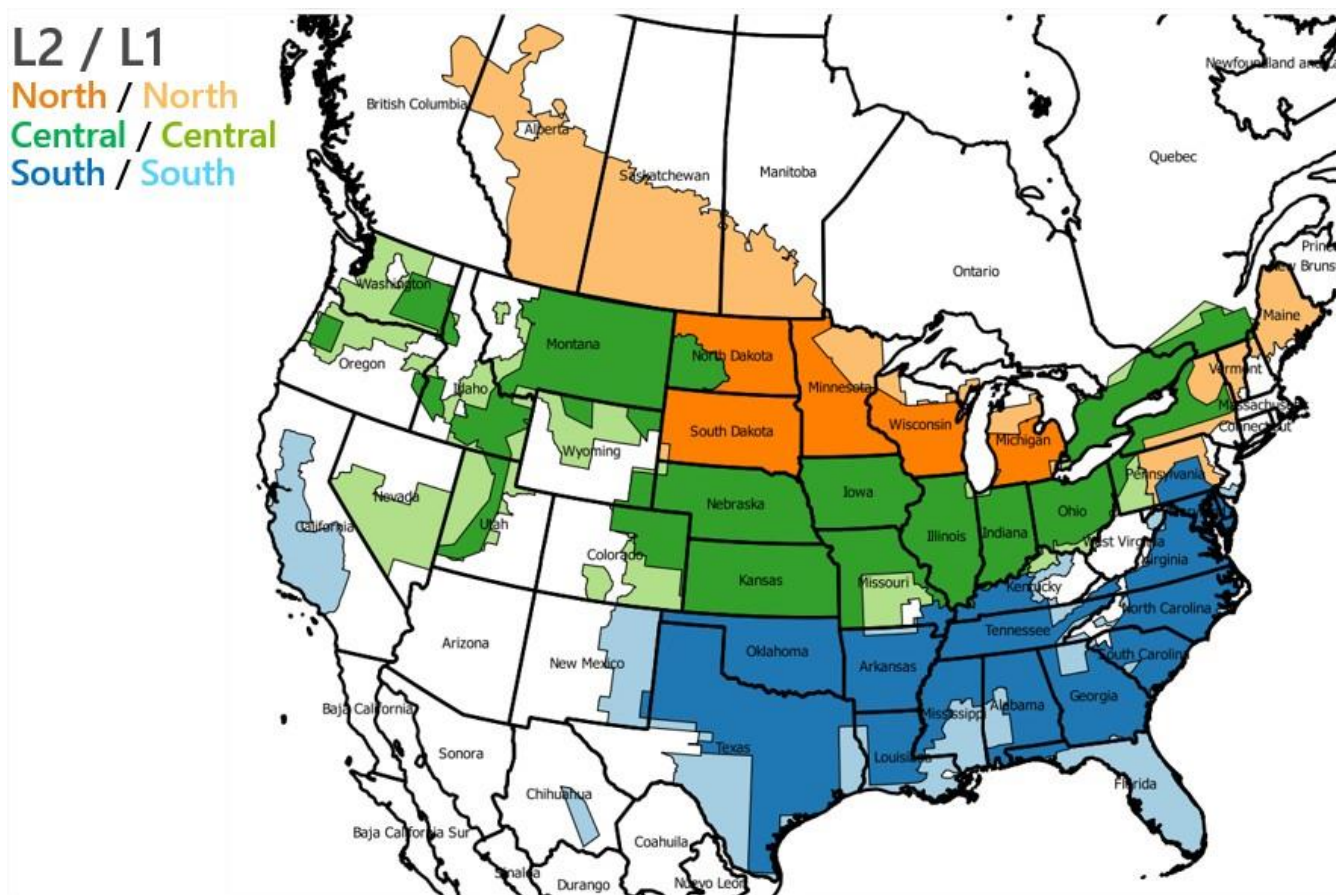
Level 2 (L2)

- Tasked (Deimos, UK-DMC2, Gaofen-1, ResourceSat2)
- 15-day TOIs

Level 3 (L3 or Intensification)

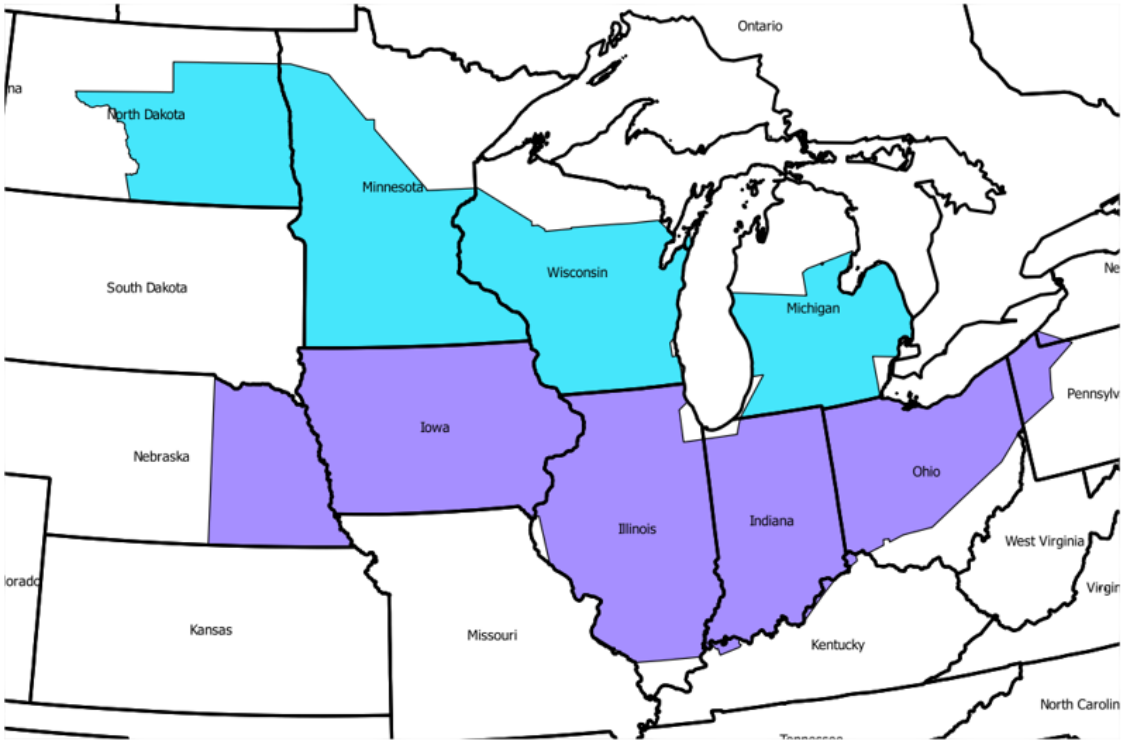
- Tasked (Deimos, UK-DMC2, Gaofen-1, ResourceSat2)
- 10-day TOIs

II. AOI Extents



L3 Intensification

North
Central



III. TOIs

Level 1 and Level 2

North			Central			South		
						Level 1	1-Jan-18	15-Jan-18
							16-Jan-18	31-Jan-18
							1-Feb-18	15-Feb-18
							16-Feb-18	28-Feb-18
			Level 1				1-Mar-18	15-Mar-18
							16-Mar-18	31-Mar-18
							1-Apr-18	15-Apr-18
							16-Mar-18	31-Mar-18
Level 1	15-Apr-18	30-Apr-18					1-Apr-18	15-Apr-18
							16-Apr-18	30-Apr-18
							1-May-18	15-May-18
							16-Apr-18	30-Apr-18
	1-May-18	15-May-18					1-May-18	15-May-18
							16-May-18	31-May-18
							1-Jun-18	15-Jun-18
							16-May-18	31-May-18
	16-May-18	31-May-18					1-Jun-18	15-Jun-18
							16-Jun-18	30-Jun-18
							1-Jul-18	15-Jul-18
							16-Jun-18	30-Jun-18
	1-Jun-18	15-Jun-18	Level 1&2				1-Jul-18	15-Jul-18
							16-Jul-18	31-Jul-18
							1-Aug-18	15-Aug-18
							16-Jul-18	31-Jul-18
	16-Jun-18	30-Jun-18					1-Aug-18	15-Aug-18
							16-Aug-18	31-Aug-18
							1-Sep-18	15-Sep-18
							16-Aug-18	31-Aug-18
	1-Jul-18	15-Jul-18					1-Sep-18	15-Sep-18
							16-Sep-18	30-Sep-18
							1-Oct-18	15-Oct-18
							16-Sep-18	30-Sep-18
	16-Jul-18	31-Jul-18					1-Oct-18	15-Oct-18
							16-Oct-18	30-Oct-18
							1-Nov-18	15-Nov-18
							16-Oct-18	30-Oct-18
	1-Aug-18	15-Aug-18					1-Nov-18	15-Nov-18
							16-Nov-18	30-Nov-18
							1-Dec-18	15-Dec-18
							16-Nov-18	30-Nov-18
	16-Aug-18	31-Aug-18					1-Dec-18	15-Dec-18
							16-Dec-18	31-Dec-18
							1-Jan-19	15-Jan-19
							16-Dec-18	30-Dec-18

Level 3 / Intensification

North		Central	
		16-Apr-18	25-Apr-18
		26-Apr-18	5-May-18
		6-May-18	16-May-18
		16-May-18	25-May-18
		26-May-18	5-Jun-18
		6-Jun-18	15-Jun-18
		16-Jun-18	25-Jun-18
		26-Jun-18	5-Jul-18
		6-Jul-18	15-Jul-18
		16-Jul-18	25-Jul-18
		26-Jul-18	5-Aug-18
		6-Aug-18	15-Aug-18
		16-Aug-18	25-Aug-18

Exhibit B

R7 Product and R7 Product Services

1. **R7 Product:**

The R7 Product is a web based platform design to help customers to build variable rate application maps based on NDVI satellite images.

It provides a digital access to data from sources including, but not limited to, Winfield's AnswerPlots® and the NutriSolutions 360® system. This data is intended to help select the best hybrid for a field based on the conditions and needs.

The R7 Product includes access to the R7® Field Monitoring Tool which provides a dashboard view to a user of his/her fields based on benchmark of similar fields by comparing the vegetation index.

2. **R7 Product Hosting Services:**

(a) Scope: The applicable UrtheCast Entity shall:

- (i) host and manage the R7 Product in the United States of America, and make it available per the Service Levels; and
- (ii) provide the R7 Product in accordance with the Requirements in this Exhibit B (R7 Product and R7 Product Services).

(b) Service Levels: Throughout the period during which the applicable UrtheCast Entity is providing R7 Product Hosting Services, the applicable UrtheCast Entity shall ensure:

- (i) 99.7% until completion of the Ramp-Up Period (99.9% after completion of the Ramp-Up Period) Availability over any Quarter except for any downtime arising from: (i) scheduled maintenance, which is scheduled with 48 hours prior written notice to Winfield and occurs between the hours of 10:00 pm and 4:00 am Central Standard Time, as the applicable UrtheCast Entity, acting reasonably, may consider appropriate from time to time; (ii) any delay or failure of performance caused in whole or in part by Winfield's delay in performing, or failure to perform; (iii) Winfield's Internet connectivity; (iv) a Force Majeure Event; or (v) any act or omission of Microsoft, but only to the extent acting as the hosting services provider for the R7 Product. Should the applicable UrtheCast Entity fail to achieve the foregoing Availability over a Quarter, Winfield shall have the right to receive, as a non-exclusive remedy, the applicable Service Level Credit as set forth in the table below. In addition, should the applicable UrtheCast Entity (i) fail to achieve 99.7% Availability until completion of the Ramp-Up Period or 99.9% Availability after completion of the Ramp-Up Period in each of two consecutive Quarters or (ii) fail to achieve 94% in any one Quarter, Winfield shall have the right to terminate the R7 Product Hosting Services for cause (which is a "**Service Level Termination Event**"). "**Availability**" means the percentage of total time during which the R7 Product is available to the Winfield Group and data

transmission are fully operational and able to receive, process, store and transmit Winfield Data accurately.

Availability before completion of the Ramp-Up Period (Quarterly)	Availability after completion of the Ramp-Up Period (Quarterly)	Service Level Credit (% of Quarterly fees for R7 Product Services)
99.6% - 98%	99.8% - 98%	10%
97.99% - 96%	97.99% - 96%	25%
95.99% - 94%	95.99% - 94%	50%
Below 94%	Below 94%	100%

(ii) Service Level Credits shall be applied against the next invoice for R7 Product Services, or paid to Winfield on termination.

3. **R7 Product Maintenance Services:**

(a) Development. The R7 Product Maintenance Services includes further development of the R7 Product after the Second Closing to function and be compatible with the UrtheDaily Imagery Data, as may be further described in an SOW.

(b) Maintenance. Throughout the period during which the applicable UrtheCast Entity is providing R7 Product Maintenance Services, the applicable UrtheCast Entity shall ensure response to and correction of reported incidents in the R7 Product in accordance with the following:

R7 Product Incident Severity Definitions

Business Impact	Description	Definition
Blocker - Severity 1	Production system down. R7 service is unavailable.	Business operations halted and >10 Users are unable to complete daily operations.
Critical - Severity 2	Severe functionality loss	One or more of the core services is unavailable. (see R7 Service Desk "WINFIELD R7 TOOL CORE SERVICES"). And greater than 10 users affected.
Major - Severity 3	Limited functionality loss	A non-core service is unavailable
Minor - Severity 4	Minor bug or problem	

R7 Product Incident Resolution Targets

Business Impact	Response Time	Resolution Target
Blocker - Severity 1	1 Hour	8 Hours, with continuous effort until recovery or implementation of interim remedy as agreed between Winfield and Geosys
Critical - Severity 2	2 Hours	3 Working days (Emergency Release) or implementation of interim remedy as agreed between Winfield and Geosys
Major - Severity 3	24 Hours	Next maintenance release or as agreed in Release management process.
Minor - Severity 4	One Week	As agreed in Release management process.

(d) Telephone and Email Support: The applicable UrtheCast Entity shall provide Winfield with unlimited telephone and emailing support, available by dialing or emailing the identified the applicable UrtheCast Entity representative on duty, or utilizing the ticketing system, consisting of:

i. General Support: general support, including general technical information and assistance with problem determination, isolation, verification, and resolution during the hours of 8:00 a.m. to 5:00 p.m. U.S. Central Time, excluding weekends and United States federal holidays; and

ii. Limited Support: limited support, including, in a production environment, mission critical and systems-down application Level 2 support 24 hours per day seven days per week 365 days per year, and Level 3 technical support during the hours of 1:00 a.m. to 10:00 a.m. U.S. Central Time, Monday through Friday, excluding French National Holidays.

4. Security Terms. In addition to the terms set forth in the Agreement to which these Security and Privacy Requirements (“**Requirements**”) apply, the applicable UrtheCast Entity agrees to comply with the Requirements set forth herein with respect to the R7 Product Services.

(a) Hosted Environments

(i) Authentication. The applicable UrtheCast Entity must be able to interface with the current version of Winfield’s central authentication service, whether Lightweight Directory Access Protocol (“**LDAP**”) or otherwise. Standard Security Assertion Markup Language (“**SAML**”) services are considered adequate for the purposes of these Requirements. Further, all authentication and authorization credentials must be encrypted during transmission using standard secure socket layer (“**SSL**”) protocols. All SSL certificates must be verified and executed by a mutually agreeable, trusted third party; no self-signed certificates will be considered. Any exceptions to the authentication and authorization requirements must be approved in writing by Winfield IT Security Services.

(ii) Control Attestation. No less than twelve (12) calendar months after the Effective Date, the applicable UrtheCast Entity shall submit its practices relevant to the R7 Product Hosting Services to periodic attestation reviews in line with Standards for Attestation Engagements No. 16 (SSAE 16) requirements. These reviews must be Type II and must follow the framework (SOC 1, SOC 2, or SOC 3) most relevant to the R7 Product Hosting Services being provided. In addition, these reviews must be performed on a regular basis with the maximum reporting period of one (1) year. Results of these reviews shall be submitted to Winfield IT

Security Services upon publication or as otherwise requested by Winfield.

(iii) Right to Audit. At its own expense, Winfield may audit R7 Product Hosting Services performed by the applicable UrtheCast Entity, or facilities or records relating thereto, relevant to data privacy, logical security, change management, and computer operations. To the extent that the applicable UrtheCast Entity processes transactions on behalf of Winfield, the scope may also include an examination of the applicable UrtheCast Entity's transaction processing practices. Audits may be performed directly by Winfield personnel, or through an appointed representative, e.g., external auditor, to verify that the tasks related to the Services have been performed in accordance with the contractual requirements as set forth in the Agreement and/or Requirements. Such audits shall be limited to once per year unless otherwise agreed to in writing by both parties and will be subject to a thirty (30) day notice to the applicable UrtheCast Entity. The applicable UrtheCast Entity shall take all commercially reasonable efforts to rectify any discrepancy identified by an audit. In the event an audit reveals a material discrepancy, the applicable UrtheCast Entity shall reimburse Winfield for the reasonable cost of said audit accordingly.

(iv) Use of Winfield Data. The applicable UrtheCast Entity agrees that any and all Winfield Data exchanged shall be used solely for the purposes enumerated in the Agreement. Winfield Data shall not be distributed, repurposed or shared across other applications, environments or business units of the applicable UrtheCast Entity or related business partners.

(v) Remote Access. Winfield may at its discretion provide remote access to specific UrtheCast Entity resources to fulfill the requirements of the Agreement. The method used to provide remote access will be defined and approved by Winfield to meet the security requirements of the environment.

(vi) Data Retention/Release. In the event of termination of the R7 Product Hosting Services, all Winfield Data and any and all copies thereof used by the applicable UrtheCast Entity in rendering R7 Product Hosting Services hereunder or otherwise, will be returned to Winfield IT Security Services in a suitable, standard format and wiped from the applicable UrtheCast Entity's systems, including backups (except those that are

required to be kept pursuant to applicable Law and which shall be treated as Confidential Information until they can be purged under applicable Law). The applicable UrtheCast Entity must certify in writing to Winfield IT Security Services that these actions have been completed within sixty (60) days of the termination of the R7 Product Hosting Services. If part of the R7 Product Hosting Services includes retention of Winfield Data, the applicable UrtheCast Entity must retain Winfield Data for the length of time dictated by the Winfield record retention schedule and must purge data eligible for destruction on an annual basis. The applicable UrtheCast Entity must notify Winfield IT Security Services within two (2) hours of the applicable UrtheCast Entity's receipt of a subpoena if said subpoena has been issued to review Winfield Data at the applicable UrtheCast Entity's (or its subcontractor's) site. Further, the applicable UrtheCast Entity must notify Winfield IT Security Services within twelve (12) hours if a subpoena has been issued to review data belonging to a customer of the applicable UrtheCast Entity unrelated to Winfield if the review results, or could result, in a release of any Winfield Data. The applicable UrtheCast Entity must comply with any legal hold notice received from Winfield, specifically by being able to preserve an unaltered version of all designated data and to document the method and timing of preservation. The applicable UrtheCast Entity must hold designated Winfield Data until receipt of a "Hold Release" notice from Winfield. Further, the applicable UrtheCast Entity must comply with any discovery production request, including maintaining and documenting the chain of custody for data produced in response to a discovery request.

(vii) Portability of Winfield Data. Winfield Data shall be logically and physically hosted at a mutually agreed upon data center(s). Such Winfield Data shall not be transferred to any portable storage medium (e.g., laptops, USB devices, etc.) unless the medium is suitably encrypted and used as part of the applicable UrtheCast Entity's backup and recovery processes. Any Winfield Data shall be removed when no longer needed or when the R7 Product Hosting Services terminates, whichever comes first (except as set forth above). Migration strategies are required in preparation of any event requiring transition of data to a different UrtheCast Entity or internally to Winfield for continued service. If no such strategy is available, then procedures and documentation for complete extraction of data is required. Any such Winfield Data will be returned to Winfield, in a format acceptable to Winfield, regardless of the reason for migration.

(viii) Notification of Breach or Disclosure of Winfield Data. Immediately upon becoming aware of a breach of the applicable UrtheCast Entity's security including, but not limited to, loss of mobile devices containing data relevant to Winfield that reasonably may have resulted in unauthorized access to Winfield Data, the applicable UrtheCast Entity shall notify Winfield IT Security Services and shall cooperate fully with Winfield's investigation of, and response to, the breach. Except as otherwise required by law, the applicable UrtheCast Entity shall not

provide notice of the breach affecting the Winfield Data to any persons other than Winfield.

(ix) User Authorization Functionality. The R7 Product Hosting Services must provide authorization capabilities. These capabilities must be documented and provided to Winfield IT Security Services, along with all information regarding how the applicable UrtheCast Entity stores information related to individuals, groups and authorization schemas.

(x) Data Storage. All Winfield Data stored by the applicable UrtheCast Entity must be secured in a manner that prevents unauthorized access from internal and external parties. Winfield requires that all highly sensitive data be encrypted.

(xi) Data Storage Location. The applicable UrtheCast Entity must store all Winfield Data solely in the United States of America unless given express written permission by Winfield prior to any change.

(xii) Backups and Disaster Recovery. The applicable UrtheCast Entity must provide proof of its Business Continuity/Disaster Recovery Plan including details on backups and retention periods. Backups that are stored offsite must be encrypted using a 128-bit key (or higher).

(xiii) Minimum Network Security Requirements. At a minimum, the applicable UrtheCast Entity must maintain technical infrastructure and procedures for provisioning, monitoring, and remediating issues identified through analyses of firewall rules, intrusion detection systems, and regular network vulnerability scans. The applicable UrtheCast Entity agrees to provide Winfield the results of an independent application and network security assessment, as it relates to Winfield assets, annually. The applicable UrtheCast Entity further agrees to immediately remediate security issues identified through this testing. The applicable UrtheCast Entity shall maintain the network systems with current and appropriate security updates and patches. All transmission or exchange of Winfield Data will take place via secure transmission protocols (e.g. HTTPS or SFTP) utilizing secure encryption keys (128-bit or higher)

(xiv) Compliance with Relevant Regulatory Frameworks. Without limiting the foregoing, in the course of performing its duties under the Agreement, the applicable UrtheCast Entity may receive or be exposed to the following types of highly sensitive Winfield Data: protected health information, Winfield financial information, credit card numbers, financial account numbers, social security numbers, corresponding security or access codes and passwords. The applicable UrtheCast Entity shall employ sufficient administrative, physical and technical data security measures to meet the requirements under the specific federal and state laws applicable to the foregoing Winfield Data. The applicable UrtheCast Entity reserves the right to issue and change regulations and procedures from time to time to improve Winfield data security. Any such changes made shall be promptly identified to Winfield.

(b) Software as a Service.

(i) Minimum Application Security Requirements. The applicable UrtheCast Entity warrants that its internal procedures follow secure coding practices and that R7 Product code is reviewed and tested for security vulnerabilities (e.g. viruses, worms, time bombs, back doors, Trojan horses, Easter eggs, SQL injection, Cross-Site Scripting vulnerabilities, etc.) on an ongoing basis, but at minimum as part of any major or minor release or patch. Winfield is entitled to review the results of such testing and obtain an understanding of the applicable UrtheCast Entity management's remediation plan for identified issues.

(ii) Use of Third Party or Open Source Software. The applicable UrtheCast Entity shall disclose the development origin of all software components used in the R7 Product Hosting Services. The applicable UrtheCast Entity shall disclose all third party or Open Source Software used in the R7 Product, including all libraries, frameworks, components, and other products, whether commercial, free, open-source, or closed-source. The applicable UrtheCast Entity shall make reasonable efforts to ensure that third party software meets all the terms of the Agreement and these Requirements, and is as secure as custom developed code developed thereunder.

(c) Implementation Staff or Dedicated Support Staff. In addition to those requirements set forth above, to the extent the applicable UrtheCast Entity is providing resources to implement the R7 Product Services or to provide dedicated ongoing support for the R7 Product Services, the following terms and conditions shall apply to the practices and computing assets used by those resources:

(i) Security Requirements for the applicable UrtheCast Entity's Resources Supporting Winfield. Resources engaged by the applicable UrtheCast Entity to support Winfield must comply with all Winfield security policies and standards, provided, however, that any such policies and standards: (i) are reasonable, (ii) comply with applicable Laws provided that the applicable UrtheCast Entity shall also be obligated to comply with policies that are more stringent than applicable Law, and (iii) are brought to the applicable UrtheCast Entity's attention. The applicable UrtheCast Entity resources using their own asset to access the Winfield Network must ensure that: (a) the asset is protected by an enterprise-class commercial hard disk encryption tool; (b) anti-virus/anti-spyware software is installed on the asset and definition files are current; and (c) security patches are current. Any Winfield Data residing on such assets shall be removed when it is no longer needed or when the applicable R7 Product Services terminates whichever comes first. The applicable UrtheCast Entity must certify in writing to Winfield IT Security Services that these actions have been completed within thirty (30) days of the termination of the applicable R7 Product Services. Winfield may also require the removal of Winfield Data from the applicable UrtheCast Entity's backup media unless otherwise agreed between the parties. Hardware must be

equipped with software needed to complete the assigned services for Winfield, at the appropriate version level. Winfield does not install or support software on non-Winfield assets nor does Winfield support any non-Winfield assets. In the case of a security issue arising from the use of non-Winfield assets on Winfield Network, the applicable UrtheCast Entity is responsible for all resulting expenses incurred to remedy the issue. The applicable UrtheCast Entity shall notify Winfield IT Security Services immediately upon becoming aware of the loss or theft of a device which contains Winfield Data (e.g., laptops, portable storage devices, mobile devices, etc.).

(ii) Use of Winfield Data. The applicable UrtheCast Entity agrees that any and all Winfield Data exchanged shall be used solely for the purposes enumerated in the Agreement. Winfield Data shall not be distributed, repurposed or shared across other applications, environments or business units of the applicable UrtheCast Entity or related business partners.

(iii) Remote Access. Winfield may at its discretion provide remote access to specific Winfield resources to fulfill the requirements of the Agreement. The method used to provide remote access will be defined and approved by Winfield to meet the security requirements of the environment.

(iv) Winfield Data Retention/Release. In the event of termination of the applicable R7 Product Services, all Winfield Data and all copies thereof used by the applicable UrtheCast Entity in rendering the applicable R7 Product Services hereunder or otherwise, will be returned to Winfield IT Security Services in a suitable, standard format and wiped from the applicable UrtheCast Entity's systems, including backups. The applicable UrtheCast Entity must certify in writing to Winfield IT Security Services that these actions have been completed within thirty (30) days of the termination of the applicable R7 Product Services. If part of the applicable R7 Product Services includes retention of Winfield Data, the applicable UrtheCast Entity must retain Winfield Data for the length of time dictated by the Winfield record retention schedule and must purge data eligible for destruction on an annual basis. The applicable UrtheCast Entity must notify Winfield IT Security Services within two (2) hours of the applicable UrtheCast Entity's receipt of a subpoena if said subpoena has been issued to review Winfield Data at the applicable UrtheCast Entity's (or its subcontractor's) site. Further, the applicable UrtheCast Entity must notify Winfield IT Security Services within twelve (12) hours if a subpoena has been issued to review data belonging to a customer of the applicable UrtheCast Entity unrelated to Winfield if the review results, or could result, in a release of any Winfield Data. The applicable UrtheCast Entity must comply with any legal hold notice received from Winfield, specifically by being able to preserve an unaltered version of all designated Winfield Data and to document the method and timing of preservation. The applicable UrtheCast Entity must hold designated

Winfield Data until receipt of a “Hold Release” notice from Winfield. Further, the applicable UrtheCast Entity must comply with any discovery production request, including maintaining and documenting the chain of custody for data produced in response to a discovery request.

(v) Notification of Breach or Disclosure of Winfield Data.

Immediately upon becoming aware of a breach of the applicable UrtheCast Entity’s security including, but not limited to, loss of mobile devices containing Winfield Data that reasonably may have resulted in unauthorized access to Winfield Data, the applicable UrtheCast Entity shall notify Winfield IT Security Service and shall cooperate fully with Winfield’s investigation of, and response to, the breach. Except as otherwise required by law, the applicable UrtheCast Entity shall not provide notice of the breach affecting the Winfield Data to any persons other than Winfield.

Exhibit C
Form of Statement of Work

Statement of Work For [____]

This [____] Statement of Work No. [____] (together with all schedules and other attachments hereto, the “**SOW**”) is effective as of [____] (“**SOW Effective Date**”) by and between Winfield Solutions, LLC (“**Winfield**”) and Deimos Imaging S.L.U., a sociedad limitada unipersonal under the laws of Spain, having its principal place of business at Parque Tecnologico de Boecillo, Edificio Galileo, Modulo Gris, Oficina 101, Boecillo, Valladolid, Spain (“**Deimos**”), GEOSYS S.A.S., a société par actions simplifiée under the laws of France, having its principal place of business at ZAC de Balma Vidailhan – 2 rue Joseph Hubert B-Park – 31130 Balma France (“**GEOSYS**”) and is a Statement of Work pursuant to the Long Term License and Services Agreement (together with each Exhibit thereto, the “**Master Services Agreement**”) effective as of [Insert Effective Date] by and between Winfield on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at 33-1055 Canada Place Vancouver BC (“**UrtheCast**”), Deimos and GEOSYS (GEOSYS, UrtheCast and Deimos, the “**UrtheCast Entities**” or each an “**UrtheCast Entity**”) on the other hand. The UrtheCast Entities or the applicable one are a “**party**”, and Winfield is also a “**party**”, and each applicable party comprises the “**parties**.”

In this SOW, [____] is the UrtheCast Entity.

This SOW incorporates the Master Services Agreement herein by reference.

Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Master Services Agreement.

The UrtheCast Entity agrees to provide the Services described in this SOW.

1. PROJECT OBJECTIVES.

(a) **Objectives.** The objective of the Services covered by this SOW is [____]

2. SERVICES.

(a) **Overview.** Generally, this SOW covers [____].

(b) **In Scope Services Summary.** [____]

(c) **In-scope Activities & GEOSYS R7 Developments.**

(i) The following activities are a further breakdown of responsibilities of the UrtheCast Entity for the items identified above.

[____]

(ii) The following deliverables are the UrtheCast Entity’s responsibilities and shall be delivered to Winfield during each applicable phase as described herein for signoff from Winfield per the Project Plan.

[____]

(d) **[Requirements for GEOSYS R7 Developments. [____]]**

(e) **Out of Scope.** The following activities are considered “out of scope” for the charges under this SOW.

[____]

3. **ASSUMPTIONS AND DEPENDENCIES.**

[____]

4. **HIGH LEVEL PROJECT SCHEDULE.** The high-level schedule for performance is illustrated below. The schedule will be finalized in the Project Plan.

[____]

5. **PROJECT PLAN.** Within [____] of the SOW Effective Date, the parties will develop a detailed project plan that sets out the activities, deliverables, timelines, milestones, requirements for Winfield Personnel and other resource availability and other pertinent matters (“**Project Plan**”). The Project Plan to be developed and agreed upon by the parties will be a living document between the parties which will be maintained and used to document the actual timeline agreed by the parties and, upon agreement, is deemed incorporated by reference herein. All changes to the Project Plan must be agreed by both parties.

6. **REPORTS.**

[____]

7. **ROLES, RESPONSIBILITIES, AND RESOURCES.**

(a) **Location of Services.** The Services under this SOW will be performed and provided by the UrtheCast Entity from:

(i) The following Winfield facilities: [____]

(ii) The following UrtheCast Entity facilities: [____]

(b) **Winfield Resources.** Winfield shall provide the following resources:

(c) **UrtheCast Entities Resources.** The UrtheCast Entity shall provide the following resources:

8. **SOW TERM.** The SOW term commences on the SOW Effective Date and continues until [____] unless extended by the parties pursuant to a change order, or earlier terminated as set forth herein or in the Master Services Agreement.

9. **CHARGES.**

[____]

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed, effective as of the SOW Effective Date.

GEOSYS S.A.S

By: _____

Name:

Title:

DEIMOS IMAGING S.L.U.

By: _____

Name:

Title:

WINFIELD SOLUTIONS, LLC

By: _____

Name:

Title:

Exhibit D

Acceptance Procedure

This **Exhibit D** describes the acceptance test procedure for GEOSYS R7 Developments (including each iteration of the Second Generation R7 Product) and the Second Generation GEOSYS Products (as part of UrtheDaily Improvements Completion) (each described as a deliverable below). In the event of a conflict between this **Exhibit D** and the rest of the Agreement with respect to the subject matter of this **Exhibit D**, this **Exhibit D** will govern unless an SOW modifies or adds to the acceptance testing and states it supersedes conflicting terms of this **Exhibit D** for such SOW.

Capitalized terms used but not defined in this **Exhibit D** will have the meanings as described to them in the Agreement. Section references in this **Exhibit D** are deemed to refer to the sections in this Exhibit.

1. **Establishment of Acceptance Criteria; Acceptance Testing.** Prior to being placed into production or live running, the parties will subject each deliverable to acceptance testing to verify that it satisfies the acceptance criteria established for such deliverable.

2. **Documentation Deliverables.** For deliverables that comprise of documentation, the following acceptance procedure shall apply:

(a) **Delivery.** The applicable UrtheCast Entity will deliver to Winfield the deliverables in electronic form reasonably acceptable to Winfield, unless otherwise agreed in writing by the parties.

(b) **Transmittal Document.** Each deliverable may be accompanied by a deliverable transmittal document, which will be the vehicle for communication concerning the status of the deliverable acceptance procedure for that deliverable.

(c) **Acceptance.** Upon the applicable UrtheCast Entity's delivery of deliverables, Winfield will commence review and evaluation of the deliverables. Winfield has five (5) business days from the time the applicable UrtheCast Entity delivers the deliverables to either accept or reject the deliverables. The only basis for rejection of the applicable deliverables is (a) material non-compliance with the applicable written requirements agreed to by the parties, or (b) material non-compliance with the applicable SOW scope (each for purposes of this Section 2, a "**Non-Conformity**"). For purposes of clarity, Winfield acceptance will not be unreasonably withheld. If further clarification of the deliverables is required, the parties shall discuss the issue and the acceptance deadline may be extended as may be mutually agreed to by the parties in writing. Any deliverables not formally accepted or rejected by Winfield by the end of the applicable review period will be considered accepted.

(d) **Rework.**

(i) If the deliverables, or any portion thereof, are rejected by Winfield due to a Non-Conformity, as determined by Winfield, acting reasonably, Winfield shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have thirty (30) days, or such other period as agreed

by the parties in writing, in which to correct the problem. If the deliverables, or any portion thereof, are rejected after the third attempt, as determined by Winfield in its reasonable discretion, except as otherwise specified, the applicable UrtheCast Entity acknowledges and agrees that Winfield shall have the option, in Winfield's sole discretion, to extend the applicable UrtheCast Entity's right to continue attempting to cure the failures for a specified period of time; and, unless otherwise agreed by Winfield, in no event shall such extension exceed a period of ten (10) days for each such extension.

(ii) If Winfield rejects a deliverable due to a Non-Conformity, then all correction of the Non-Conformity of such deliverables shall be at the applicable UrtheCast Entity's expense. Acceptance does not limit Winfield's other rights under the Agreement.

3. **Non-Document Deliverables.** For all other deliverables ("**Non-Document GEOSYS R7 Developments**"), the following acceptance procedure shall apply:

(a) **Delivery of Plan.** The applicable UrtheCast Entity will deliver to Winfield a plan for the Non-Document GEOSYS R7 Developments concurrently with delivery of the Non-Document GEOSYS R7 Developments in electronic form reasonably acceptable to Winfield, unless otherwise agreed in writing by the parties.

(b) **Acceptance of Plan.** Upon delivery of the plan, Winfield will commence review and evaluation of the plan. Winfield has three (3) business days from the time the applicable UrtheCast Entity deliver the plan to either accept or reject the plan. The only basis for rejection of the applicable plan is (a) material non-compliance with the applicable requirements agreed to by the parties as required for testing the Non-Document GEOSYS R7 Developments, or (b) material non-compliance with the applicable SOW scope (each for purposes of acceptance of a plan is a "**Non-Conformity**"). For purposes of clarity, Winfield acceptance will not be unreasonably withheld. If further clarification of the plan is required, the parties shall discuss the issue and the acceptance deadline may be extended as may be mutually agreed to by the parties in writing. Any plan not formally accepted or rejected by Winfield by the end of the applicable review period will be considered accepted.

(c) **Rework of Plan.** If any plan, or any portion thereof, is rejected by Winfield due to a Non-Conformity, as determined by Winfield in its reasonable discretion, Winfield shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have ten (10) days, or such other period as agreed by the parties in writing, in which to correct the problem. This procedure may be repeated as necessary to ensure the plan accurately reflects the parties' intent. Accepted plans shall be the acceptance criteria for all Non-Document GEOSYS R7 Developments ("**Non-Document GEOSYS R7 Developments Plan(s)**").

(d) **Delivery of Non-Document GEOSYS R7 Developments.** The applicable UrtheCast Entity will deliver to Winfield the Non-Document GEOSYS R7 Developments in electronic form reasonably acceptable to Winfield, unless otherwise agreed in writing by the parties.

(e) **Transmittal Document.** Each Non-Document GEOSYS R7 Development may

be accompanied by a deliverable transmittal document, which will be the vehicle for communication concerning the status of the Non-Document GEOSYS R7 Development acceptance procedure for that Non-Document GEOSYS R7 Development.

(f) **Acceptance for Non-Document GEOSYS R7 Developments.** Upon the applicable UrtheCast Entity delivery of the Non-Document GEOSYS R7 Developments(s), Winfield will commence review and evaluation. Winfield has five (5) business days, or a period of time as otherwise mutually agreed by the parties, from the time the applicable UrtheCast Entity delivers the Non-Document GEOSYS R7 Developments to either accept or reject the Non-Document GEOSYS R7 Developments. The only basis for rejection of the applicable Non-Document GEOSYS R7 Developments is (a) material non-compliance with the applicable requirements agreed to by the parties as documented in the Non-Document GEOSYS R7 Developments Plan, or (b) material non-compliance with the applicable SOW scope (each for purposes of a Non-Document GEOSYS R7 Developments, a “**Non-Conformity**”). For purposes of clarity, Winfield acceptance will not be unreasonably withheld. If further clarification of the Non-Document GEOSYS R7 Developments is required, the parties shall discuss the issue and the acceptance deadline may be as may be mutually agreed to by the parties in writing. Any Non-Document GEOSYS R7 Developments not formally accepted or rejected by Winfield by the end of the applicable review period will be considered accepted.

(g) **Rework of Non-Document GEOSYS R7 Developments.**

(i) If any Non-Document GEOSYS R7 Developments, or any portion thereof, are rejected by Winfield due to a Non-Conformity, as determined by Winfield in its reasonable discretion, Winfield shall notify the applicable UrtheCast Entity in writing specifying the nature of such failure in reasonable detail, and the applicable UrtheCast Entity shall have thirty (30) days, or such other period as agreed by the parties in writing, in which to correct the problem. If the Non-Document GEOSYS R7 Developments, or any portion thereof, are rejected after the third attempt, except as otherwise specified, the applicable UrtheCast Entity acknowledges and agrees that Winfield shall have the option, in Winfield’s sole discretion and without limiting Winfield’s remedies, to:

A. extend the applicable UrtheCast Entity’s right to continue attempting to cure the failures for a specified period of time; and, unless otherwise agreed by Winfield, in no event shall such extension exceed a period of thirty (30) days for each such extension;

B. conditionally accept the non-conforming Non-Document GEOSYS R7 Developments on the condition that the applicable UrtheCast Entity satisfies the rework in accordance with a remediation plan agreed by the parties; or

C. retain the Non-Document GEOSYS R7 Developments and directly, or by use of a third party, make the necessary corrections, and charge the applicable UrtheCast Entity an amount equal to all costs incurred by Winfield to correct the Non-Document GEOSYS R7 Developments.

(ii) If Winfield rejects a Non-Document GEOSYS R7 Developments due to a Non-Conformity, then all such correction of the Non-Conformities of such Non-Document GEOSYS R7 Developments shall be at the applicable UrtheCast Entity's expense. Acceptance does not limit Winfield's other rights under the Agreement.

4. **Sign-Offs of Interim GEOSYS R7 Developments.** From time to time, the parties may develop mutually acceptable objective sign-off criteria and procedures for the interim deliverables comprising part of a GEOSYS R7 Development or Non-Documented GEOSYS R7 Development. The purpose of these sign-off procedures is to identify and address issues relating to the GEOSYS R7 Developments early and to assist in the timely completion of each GEOSYS R7 Developments. If Winfield expresses concerns regarding the quality and level of completion of the GEOSYS R7 Developments, the parties will cooperate to establish a mutually acceptable resolution of these issues as soon as practicable. Compliance with such procedures with respect to any interim deliverable will not constitute final acceptance of the GEOSYS R7 Developments.

Exhibit E

Insurance

UrtheCast Entities' Insurance

Without limiting the UrtheCast Entities' liability to Winfield, the UrtheCast Entities, at their sole cost and expense, will maintain the following minimum insurance coverage at all times throughout the Term and for the periods set forth below. The insurance shall be issued by insurance companies rated at least A- and VII by A. M. Best's key rating guide. If the UrtheCast Entities use subcontractors, the UrtheCast Entities will ensure that each such subcontractor has insurance that meets the requirements of this Exhibit but with amounts commensurate to the extent of their subcontracted obligations.

1. Workers' Compensation and Employer's Liability Insurance, with the Workers' Compensation insurance including occupational disease, as set forth in any applicable statutes in the amount of the statutory minimum. The Employer's Liability insurance must have a minimum limit of Two Million Dollars (\$2,000,000.00) per accident. The UrtheCast Entities may satisfy this limit either with a single policy or with a primary policy plus an umbrella policy.
2. Commercial General Liability insurance ("CGL") written on Insurance Services Office ("ISO") Form CG 00 01 or a substitute form providing equivalent coverage including premises, operations, products, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and completed operations. The CGL insurance must be written on an occurrence basis with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage. With respect to any occurrence related to or arising out of the Services to be performed under this Agreement, the CGL insurance must name Winfield and its Affiliates as an additional insured for operations using form (CG 20 10 10 01) and completed operations using form (CG 20 37 01 01), and be primary and non-contributory for Winfield and its Affiliates regardless of any other insurance Winfield and its Affiliates may have available. The UrtheCast Entities may satisfy the minimum limits either with a single CGL policy or with a primary CGL policy plus an umbrella policy.
3. Business Auto Insurance, applying to non-owned and hired vehicles, with a limit of at least Two Million Dollars (\$2,000,000.00). The UrtheCast Entities may satisfy this limit either with a single Business Auto insurance policy or with a primary Business Auto insurance policy plus an umbrella policy or under its CGL policy.
4. The UrtheCast Entities shall maintain Professional Liability Errors and Omissions Insurance, including Network Liability and Privacy coverage, with a limit of at least Three Million Dollars (\$3,000,000). This insurance shall cover the UrtheCast Entities' and Winfield and its Affiliates' potential liability if the UrtheCast Entities action or inaction leads to Winfield or its Affiliates' network interruption, breach of its data or a breach of the UrtheCast Entities' privacy or professional obligations under this Agreement. Such policies shall name Winfield and its Affiliates as an additional insured and be primary to Winfield and its Affiliates' insurance coverage (i.e., the UrtheCast Entities' policy will pay first). The parties acknowledge that this coverage will not be in place as of the Effective Date but will be put in place as soon as practical and no later than 60 days after Effective Date. The parties further agree that the obligation of the UrtheCast Entities to maintain Professional Liability Errors and Omissions Insurance, including Network Liability and Privacy coverage, shall expire immediately upon Winfield's termination of the R7 Product Services.

Upon request, the UrtheCast Entities will provide to Winfield insurance certificates showing compliance with the insurance specifications and will provide notice to Winfield in the event the UrtheCast Entities' insurance is cancelled. Neither Winfield's failure to require or insist on certificates or other evidence of insurance nor Winfield's acceptance of a certificate or other evidence of insurance showing a variance from the specified coverage changes the UrtheCast Entities' responsibility to comply with the insurance specifications. Winfield does not in any way represent or warrant that the types or limits of insurance specified in this article adequately protect the UrtheCast Entities' interests or sufficiently cover the UrtheCast Entities' liabilities.

Winfield Insurance

Without limiting Winfield's liability to the UrtheCast Entities', Winfield, at its sole cost and expense, will maintain the following minimum insurance coverage at all times throughout the Term and for the periods set forth below. The insurance shall be issued by insurance companies rated at least A- and VII by A. M. Best's key rating guide. If Winfield uses subcontractors, Winfield will ensure that each such subcontractor has insurance that meets the requirements of this Exhibit but with amounts commensurate to the extent of their subcontracted obligations.

1. CGL insurance written on ISO Form CG 00 01 or a substitute form providing equivalent coverage including premises, operations, products, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and completed operations. The CGL insurance must be written on an occurrence basis with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Winfield may satisfy the minimum limits either with a single CGL policy or with a primary CGL policy plus an umbrella policy.

Upon request, Winfield will provide UrtheCast with insurance certificates showing compliance with the insurance specifications and will provide notice to UrtheCast in the event Winfield's insurance is cancelled. Neither UrtheCast's failure to require or insist on certificates or other evidence of insurance nor UrtheCast's acceptance of a certificate or other evidence of insurance showing a variance from the specified coverage changes Winfield's responsibility to comply with the insurance specifications. The UrtheCast Entities do not in any way represent or warrant that the types or limits of insurance specified in this article adequately protect Winfield's interests or sufficiently cover Winfield's liabilities.

Exhibit F

GEOSYS Products

Farmsat®

Farmsat is a web based software platform to help customers build variable rate application maps based on satellite images and agronomic expertise. Customers can then deliver and load the maps on the spraying and planting equipment that can then use their GPS and computer to apply different quantities to the different areas of the field depending on their conditions and needs. This helps improve sustainability and profitability by ensuring that all inputs are used and less is lost in the environment.

Farmsat is today mostly used to massively generate variable application maps that optimize the quantity of fertilizer needed for the growth of the crops based on the localization in the field.

Farmsat uses satellite image information that is calibrated with information collected in the fields

Farmsat leverages IPC, FP, FCS and ACM technologies

Farmsat® Products (FP)

FP is a map generation engine: based on a field geometry, this engine fetches a small part of a satellite image to retrieve the interesting pixels (in a bounding box). This process achieves great performance by accessing directly to those pixels on disk and avoids opening the entire image file. Then from the bounding box pixels, the pixels that are inside the field boundaries are selected and extended to the limit of the field. Different image processing processes occur, and a base vegetation map is generated (ex: NDVI). Based on this map, other Farmsat Products can be generated (LAI, YPM, Profit map). The key characteristics of FP is that it is built to be very fast and to generate field maps in a couple of 100ms on-demand.

FP is used for R7, Coptical, Farmsat, Bridge, Agriquest ultimate

Coptical®

Coptical is a web application to monitor crop condition on fields and quickly identify fields with normal vegetation growth, above average vegetation growth or below average vegetation growth

Coptical provides time series of daily vegetation indexes per field and benchmarks these fields against other fields that should be similar

Coptical also gives users access to field maps build with FP on medium resolution images to have variability information within the fields

Coptical is connected to Coptical-In-field, a mobile scouting app to collect information in the fields with information extracted from Coptical

Croptical uses IPC, FP, FCS and LRI technologies

Croptical In Field

Croptical In Field is a hybrid mobile app with offline capabilities synchronized with Croptical.

Croptical In Field allows users to identify fields that need scouting, capture and record scouting notes (e.g., unstructured observations) and pictures, and access such notes and pictures in Croptical to better understand what is happening in the users' fields and take action.

Croptical In Field enables users to access Croptical indicators along with the latest medium resolution map to guide users with scouting activity.

Field Coverage Service (FCS)

FCS creates indexes with links between fields and medium resolution image with their cloud cover map

When a new image is integrated FCS enables to identify all fields or part of the fields where insight can be generated from this image

When a new field is created, or a field modified, FCS defines the list of images that can be used to generate insights for that field

FCS is built to be very fast

FCS runs with 2 modes: batch and real-time

FCS is used for R7, Croptical, Farmsat, Bridge and Agriquest ultimate

Image Processing Chain (IPC)

IPC automates different operations for the acquisition and processing of medium resolution satellite images:

Automatic detection and download from different data sources based on areas and times of interest, Atmospheric correction to produce top of canopy reflectance, Upscaling of Landsat8 images, Cross calibration of all images from various satellites/sensors to enable coherent information among images from different sensors, Standardization to a unique and proprietary file format, Integration of manual or automatic cloud masking, Integration of the platform.

IPC enable to integrate massive amount of images worldwide and to be scalable for delivering insight based on medium resolution images.

IPC outputs are used by Farmsat, Croptical, Croptical Infield, Bridge, R7, and Agriquest

ultimate.

Field Manager / GIS Module

The Field Manager enables to create and edit fields from a web interface. It is built with front-end and back-end components

The GIS module is embedded in the field manager and is also used separately. It is highly efficient to display, create and edit geographical information

Field manager and GIS module are used in Farmsat, Cromptical, R7 and Agriquest. The GIS module is also used in the Cromptical-In-Field mobile app

Low Resolution Image (LRI) Processing Chain

LRI is a high speed and scalable platform built with Big Data technologies (Hadoop: Spark, Kafka, HDFS – HDInsight, NoSQL DB: Elasticsearch and Scylla DB) to create a worldwide database of pixels at low resolution and weather data with 14 years of history for the pixels and 30 years of history for the weather data. This database is entirely updated every day. The data volume is today around 200 TB

Two different storages (HDFS and Scylla DB) are used to optimize speed to access the pixels and cost to implement different use cases

The platform enables to produce time series of NDVI or EVI values for fields, daily benchmarking of the fields, and time series of NDVI values for larger areas

Automatic Cloud Masking (ACM)

ACM automatically generates masks for Landsat8 and Sentinel 2A and 2B satellite images which are our major sources of medium resolution images

Cloud, haze and shadow maps (Masks) are key to define which pixels have usable reflectance information (clear pixels)

Research on algorithm for cloud mask is a continuous task and started 20+ years ago. Standard cloud masking processes have been developed by research centers (NOAA, USGS...) but are not robust enough to be used in Geosys high throughput precision ag operations. Therefore cloud mask were to be drawn manually to ensure that no cloud will be used as field information in our services

ACM enables to reduce costs, be more scalable and deliver faster insights based of medium resolution images

Exhibit G

UrtheDaily Improvements Completion Criteria

Detailed criteria for UrtheDaily Improvements Completion shall be established by the Joint Specification and SLA Committee, having regard for the following guiding principles:

- Performances at least equal to the UrtheDaily Imagery Products specifications (Exhibit A) and to the best performances attained prior to the Operational Date.
- Speed of processing and making the UrtheDaily Imagery Products available in the specified specifications of time of delivery (Exhibit A).
- Scalable platform to manage the full flow of UrtheDaily Imagery Data over the Territory.
- Audit and tests on these improvements validated by Winfield.

**FIRST AMENDING AGREEMENT
TO LONG TERM LICENSE AND SERVICES AGREEMENT**

THIS FIRST AMENDING AGREEMENT TO LONG TERM LICENSE AND SERVICES AGREEMENT (this "**First Amending Agreement**") is made effective on the 12 day of Nov., 2019, by and between Winfield Solutions, LLC, a Delaware limited liability company, with a principal place of business at 4001 Lexington Avenue North, Arden Hills, MN 55126, USA ("**Winfield**") on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at 33-1055 Canada Place Vancouver BC ("**UrtheCast**"), Deimos Imaging S.L.U., a sociedad limitada unipersonal under the laws of Spain, having its principal place of business at Parque Tecnologico de Boecillo, Edificio Galileo, Modulo Gris, Oficina 101, Boecillo, Valladolid, Spain ("**Deimos**") and GEOSYS S.A.S., a société par actions simplifiée under the laws of France, having its principal place of business at ZAC de Balma Vidailhan – 2 rue Joseph Hubert B-Park – 31130 Balma France ("**GEOSYS**") and together with UrtheCast and Deimos, the "**UrtheCast Entities**" or each an "**UrtheCast Entity**") on the other hand. The UrtheCast Entities or the applicable UrtheCast Entity are a "**party**", and Winfield is a "**party**", and each applicable party comprises the "**parties**."

BACKGROUND:

- A. Winfield and the Urthecast Entities are parties to a long term license and services agreement dated January 14, 2019 (the "**Master Services Agreement**").
- B. The parties have agreed to: (i) amend the Master Services Agreement as contained in this First Amending Agreement, (ii) that this First Amending Agreement shall be incorporated in and form part of the Master Services Agreement, and (iii) this First Amending Agreement shall now be read and construed with the Master Services Agreement and shall be treated as a part thereof.

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities contained herein and in the Master Services Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following amendments to the Master Services Agreement:

- 1. Section 8.3 is hereby deleted and replaced with the following:

"8.3. Offset Rights. On account that the UrtheCast Entities may factor any accounts receivable in connection with the Interim Agreement and this Agreement, no party shall have the right to offset any amounts due under the Interim Agreement or this Agreement. Notwithstanding the foregoing, the parties hereby expressly agree that (i) \$2,500,000 of the First Installment under the Purchase Agreement shall be setoff from amounts owing at such time by Winfield to the UrtheCast Entities pursuant to this Agreement, and (ii) \$750,000 of the Second Installment under the Purchase Agreement shall be setoff from the amount owed by Winfield to the UrtheCast Entities for the January 1, 2020 quarterly installment payment for fees for the Imagery Services and R7 Product Services, as further described in an SOW applicable to the 2020 Contract Year."

- 2. The Parties acknowledge that the set-off of \$2,500,000 referred to in the amended Section 8.3(i) above has already been completed and paid.
- 3. Capitalized words in this First Amending Agreement shall have the meanings applicable to them in the Master Services Agreement, except where otherwise indicated.

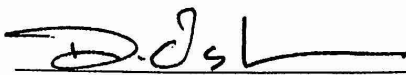
4. Subject to the foregoing, the Master Services Agreement shall be unamended and in full force and effect in accordance with its terms.
5. All issues and questions concerning the construction, validity, enforcement and interpretation of this First Amending Agreement will be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Laws of the State of New York will control the interpretation and construction of this First Amending Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.
6. Subject to Section 15.6 of the Master Services Agreement, this First Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
7. This First Amending Agreement may be executed and delivered in multiple counterparts and by facsimile or PDF, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[Signature page to follow]

A handwritten signature in black ink, appearing to be 'D.J.' followed by a flourish.

IN WITNESS WHEREOF, the parties have duly executed this First Amending Agreement as of the day and year first written above.

URTHECAST CORP.

By: 
 Name: D Osborne
 Title: CEO.

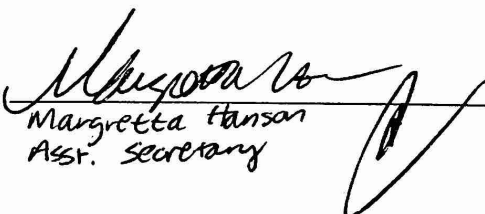
GEOSYS S.A.S.

By: 
 Name: D Osborne
 Title: Pres.

DEIMOS IMAGING S.L.U.

By: 
 Name: D Osborne
 Title: Pres.

WINFIELD SOLUTIONS, LLC

By: 
 Name: Margretta Hanson
 Title: Asst. Secretary

SECOND AMENDING AGREEMENT TO LONG TERM LICENSE AND SERVICES AGREEMENT

THIS SECOND AMENDING AGREEMENT TO LONG TERM LICENSE AND SERVICES AGREEMENT (this “**Second Amending Agreement**”) is made effective on the 30th day of March 2020, by and between Winfield Solutions, LLC, a Delaware limited liability company, with a principal place of business at 4001 Lexington Avenue North, Arden Hills, MN 55126, USA (“**Winfield**”) on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at 33-1055 Canada Place Vancouver BC (“**UrtheCast**”), Deimos Imaging S.L.U., a sociedad limitada unipersonal under the laws of Spain, having its principal place of business at Parque Tecnologico de Boecillo, Edificio Galileo, Modulo Gris, Oficina 101, Boecillo, Valladolid, Spain (“**Deimos**”) and GEOSYS S.A.S., a société par actions simplifiée under the laws of France, having its principal place of business at ZAC de Balma Vidailhan – 2 rue Joseph Hubert B-Park – 31130 Balma France (“**GEOSYS**” and together with UrtheCast and Deimos, the “**UrtheCast Entities**” or each an “**UrtheCast Entity**”) on the other hand. The UrtheCast Entities or the applicable UrtheCast Entity are a “**party**”, and Winfield is a “**party**”, and each applicable party comprises the “**parties**.”

BACKGROUND:

- A. Winfield and the Urthecast Entities are parties to a long term license and services agreement dated January 14, 2019, and amended on November 12, 2019 (as so amended, the “**Master Services Agreement**”).
- B. The parties have agreed: (i) to amend the Master Services Agreement as contained in this Second Amending Agreement, (ii) that this Second Amending Agreement shall be incorporated in and form part of the Master Services Agreement, and (iii) this Second Amending Agreement shall now be read and construed with the Master Services Agreement and shall be treated as a part thereof.

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities contained herein and in the Master Services Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following amendments to the Master Services Agreement:

- 1. Section 8.3 is hereby deleted and replaced with the following:

“**8.3. Offset Rights.** On account that the UrtheCast Entities may factor any accounts receivable in connection with the Interim Agreement and this Agreement, no party shall have the right to offset any amounts due under the Interim Agreement or this Agreement. Notwithstanding the foregoing, the parties hereby expressly agree that (i) \$2,500,000 of the Second Installment under the Purchase Agreement shall be setoff from amounts owing at such time by Winfield to the UrtheCast Entities pursuant to this Agreement, (ii) \$750,000 of the Second Installment under the Purchase Agreement shall be setoff from the amount owed by Winfield to the UrtheCast Entities for the January 1, 2020 quarterly installment payment for fees for the Imagery Services and R7 Product Services, as further described in an SOW applicable to the 2020 Contract Year, and (iii) if the Financing Contingency (as defined in the Purchase Agreement, as amended) is not complete prior to April 1, 2020, an additional \$750,000 of the Second Installment under the Purchase Agreement shall be setoff from the amount owed by Winfield to the UrtheCast Entities for the April 1, 2020 quarterly installment payment for fees for the Imagery Services and R7 Product Services, as further described in an SOW applicable to the 2020 Contract Year.”

2. The Parties acknowledge that the set-off of \$2,500,000 referred to in Section 1, romanette (i) and the set-off of \$750,000 referred to in Section 1, romanette (ii) , above has already been completed and received by WinField.
3. Capitalized words in this Second Amending Agreement shall have the meanings applicable to them in the Master Services Agreement, except where otherwise indicated.
4. Subject to the foregoing, the Master Services Agreement shall be unamended and in full force and effect in accordance with its terms.
5. All issues and questions concerning the construction, validity, enforcement and interpretation of this Second Amending Agreement will be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Laws of the State of New York will control the interpretation and construction of this Second Amending Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.
6. Subject to Section 15.6 of the Master Services Agreement, this Second Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
7. This Second Amending Agreement may be executed and delivered in multiple counterparts and by facsimile or PDF, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed this Second Amending Agreement as of the day and year first written above.

URTHECAST CORP.



By: _____

Name: Don Osborne

Title: CEO

GEOSYS S.A.S.

By: _____

Name: _____

Title: _____

DEIMOS IMAGING S.L.U.

By: _____

Name: _____

Title: _____

WINFIELD SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

This is **Exhibit "D"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020



A Commissioner for taking Affidavits in and for
the Province of British Columbia

Baker McKenzie.

Baker & McKenzie LLP
Barristers & Solicitors

Brookfield Place
Bay/Wellington Tower
181 Bay Street, Suite 2100
Toronto, ON M5J 2T3
Canada

Tel: +1 416 863 1221
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www.bakermckenzie.com

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San Francisco
Santiago
Sao Paulo**
Tijuana
Toronto
Valencia
Washington, DC

* Associated Firm
** In cooperation with
Trench, Rossi e Watanabe
Advogados

November 24, 2020

McCarthy Tétrault
745 Thurlow Street Suite 2400
Vancouver, BC V6E 0C5

Attention: Robert Richardson
Sean F. Collins
Jonathan See

Via email: richardson@mccarthy.ca
scollins@mccarthy.ca
jsee@mccarthy.ca

Dear Counsel:

Re Urthecast Corp et al

Further to our clients' communication today, we are writing on behalf of Land O'Lakes, Inc. and Winfield Solutions LLC to confirm our clients' decision that it will not provide any waivers to Antarctica Infrastructure Partners LLC in respect of the various prior defaults under the Purchase and Sale Agreement dated November 6, 2018, the Interim License and Services Agreement and the Long Term License and Services Agreement. Furthermore, we have been instructed to inform you that our clients intend to terminate these agreements as soon as possible.

While there will be disappointment with this outcome, our clients' business decision was made after careful consideration and will not be revisited.

Yours truly,
BAKER & MCKENZIE LLP



Michael Nowina

Partner

+1 416 865 2312
michael.nowina@bakermckenzie.com

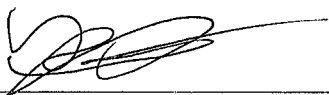
cc: Client

D. E. Gruber and A. Andrisoi, Bennett Jones LLP
(Via email: gruberdb@bennettjones.com and andrisoia@bennettjones.com)

P. Mendelson and Mike Bell, Ernst & Young LLP
(Via email: Philippe.Mendelson@ca.ey.com and mike.bell@ca.ey.com)

C. Brousson and J. Bradshaw, DLA Piper (Canada LLP)
(Via email: colin.brousson@dlapiper.com and jeffrey.bradshaw@dlapiper.com)

This is **Exhibit "E"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020



A Commissioner for taking Affidavits in and for
the Province of British Columbia



Bennett Jones

Bennett Jones LLP
2500 Park Place
666 Burrard Street
Vancouver, British Columbia, V6C 2X8 Canada
T: 604.891.7500
F: 604.891.5100

David Gruber
Partner
Direct Line: 604-891-5150
e-mail: gruberd@bennettjones.com

VIA EMAIL

November 25, 2020

Baker McKenzie
Barristers & Solicitors
Brookfield Place
Bay/Wellington Tower
181 Bay Street, Suite 2100
Toronto, ON M5J 2T3

Attention: Michael Nowina

Dear Mr. Nowina:

Re: Land O'Lakes, Inc. Letter of November 24, 2020

I am in receipt of your letter of November 24, 2020 addressed to counsel to Antarctic Infrastructure Partners LLC ("**Antarctica**"). As you are aware we are counsel to UrtheCast Corp. and its Canadian subsidiaries in connection with its ongoing proceedings pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**").

Your client's stated refusal to support UrtheCast's potential transaction with Antarctica is noted.

Enclosed with this letter is a copy of the Third Amended and Restated Initial Order (the "**Initial Order**") issued by the Supreme Court of British Columbia on October 16, 2020 in UrtheCast's CCAA proceedings. Note that, in accordance with paragraphs 17 and 18 of the Initial Order, all rights and remedies of all Persons (as defined) against or in respect of UrtheCast and the other Petitioner entities are stayed and suspended without the written consent of the UrtheCast and the Monitor (Ernst & Young Inc.) for the duration of the Stay Period, which has been extended to December 18, 2020. It is anticipated that the Stay Period will be further extended prior to its expiry.

Also enclosed with this letter is a copy of the Order Granting Recognition of Foreign Proceeding and Certain Related Relief under Sections 362, 365, 1517, 1520 and 1521 of the Bankruptcy Code issued by the United States Bankruptcy Court for the District of Minnesota on October 29, 2020 (the "**US Recognition Order**"). Among other things, the US Recognition Order gives full force and effect to the Initial Order, including without limitation the stay of proceedings contemplated therein, throughout the United States. The effect of this aspect of the US Recognition Order, as set out above, is to strictly

November 25, 2020

Page 2

prohibit the unilateral exercise of any rights or remedies against the UrtheCast group without the company's express prior consent.

UrtheCast does not consent to any amendment or termination of any of its existing contractual arrangements with Land O'Lakes, Inc, including without limitation, the Purchase and Sale Agreement dated November 6, 2018, or the Long Term License and Services Agreement dated January 14, 2019, as amended by written agreements dated November 12, 2019 and March 30, 2020.

Any unilateral steps taken by your client to terminate or otherwise modify these arrangements in any way would be in breach of the Initial Order and the US Recognition Order, and sanctionable as such.

I note that you are included on the Service List for these proceedings and will receive all Court filed materials in connection with the CCAA proceedings.

Yours truly,

A handwritten signature in blue ink, appearing to read 'D. Gruber', with a stylized, cursive script.

David Gruber

Encl.

CC: Mike Bell, Philippe Mendelson (Ernst & Young Inc.)
Colin Brousseau, Jeffrey Bradshaw (DLA Piper LLP)
Robert Richardson, Sean F. Collins, Jonathan See (McCarthy Tetrault LLP)



This is **Exhibit "F"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020



A Commissioner for taking Affidavits in and for
the Province of British Columbia



EY Inc,
CF Pacific Centre
700 W Georgia St
Vancouver, BC
V7Y 1C7

Tel: 604-891-8200
ey.com

Mr. Michael Nowina
Baker McKenzie
181 Bay Street, Suite 2100
Toronto, On, M5J 2T3

25 November 2020

Land O'Lakes et al. Agreements

Dear Mr. Nowina,

We are in receipt of your letter dated November 24, 2020 addressed to counsel for Antarctica Infrastructure Partners LLC and Mr. Gruber's letter of November 25, 2020 addressed to you.

As you are aware, UrtheCast Corp. and several of its subsidiaries are Petitioners (the "**Petitioners**") in ongoing proceedings pursuant to the *Companies Creditors Arrangement Act* ("**CCAA**") and Ernst & Young Inc. (the "**Monitor**") was appointed Monitor in the CCAA.

We have taken note that your letter indicates that Land O'Lakes Inc. wishes to terminate contractual arrangements as between the Petitioners and Land O'Lakes, Inc, including without limitation, the Purchase and Sale Agreement dated November 6, 2018, or the Long Term License and Services Agreement dated January 14, 2019, as amended by written agreements dated November 12, 2019 and March 30, 2020 (the "**Contracts**").

The Petitioners in their reply letter to you have brought your attention to the Third Amended and Restated Initial Order (the "**Initial Order**") issued by the Supreme Court of British Columbia in the CCAA on October 16, 2020 in CCAA proceedings as well as the Order Granting Recognition of Foreign Proceeding and Certain Related Relief under Sections 362, 365, 1517, 1520 and 1521 of the Bankruptcy Code issued by the United States Bankruptcy Court for the District of Minnesota on October 29, 2020 (the "**US Recognition Order**").

At this juncture, the Monitor is gathering information relating to the above. However, it does appear initially at least to the Monitor that:

- the Initial Order and the US Recognition Order would prevent your client from acting on the intentions stated in your letter without the written consent of the UrtheCast and the Monitor (Ernst & Young Inc.) for the duration of the stay period set out in those orders;
- neither the Monitor nor UrtheCast have consented to any amendment or termination of the Contracts; and
- termination of the Contracts may prove to be critical and/or terminal to the restructuring of the Petitioners.



The Monitor wishes to be in a position to properly advise the Court and other interested parties of this important matter. As such, we would be interested to hear your client's position on the Petitioners' position as set out in its letter, the above noted initial view of the Monitor as well as obtain more detail about your client's future intentions given the Initial Order and the US Recognition Order. We are happy to arrange a virtual meeting or telephone call with or without the company being present if that would assist a better exchange of information.

Yours truly,

A handwritten signature in grey ink, appearing to be 'Mike Bell', is positioned above the printed name.

Mike Bell
Senior Vice President

This is **Exhibit "G"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking Affidavits in and for
the Province of British Columbia

Statement of Work For R7 Service Delivery Management and operation support

This Statement of Work No. 29 (together with all schedules and other attachments hereto, the “**SOW**”) is effective as of **1st of January 2021** (“**SOW Effective Date**”) by and between Winfield Solutions, LLC, a Delaware limited liability company with its principal place of business at 4001 Lexington Ave N, Arden Hills, MN 55126, USA (“**Winfield**”) and Geosys-Int’l, Inc. with its principal place of business at 7365 Kirkwood Court N., Suite 150, Maple Grove, MN 55369, USA (“**GEOSYS**”) and is a Statement of Work pursuant to the Long Term License and Services Agreement (together with each Exhibit thereto, the “**Master Services Agreement**”) effective as of January 15th, 2019 by and between Winfield on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at 1055 Canada Place - Suite 33 Vancouver, BC V6C 0C3, Canada (“**UrtheCast**”), and GEOSYS (GEOSYS and UrtheCast, the “**UrtheCast Entities**” or each an “**UrtheCast Entity**”) on the other hand. The UrtheCast Entities or the applicable one are a “**party**”, and Winfield is also a “**party**”, and each applicable party comprises the “**parties**.”

In this SOW, GEOSYS-Int’l Inc. is the UrtheCast Entity.

This SOW incorporates the Master Services Agreement herein by reference.

Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Master Services Agreement.

The UrtheCast Entity agrees to provide the Services described in this SOW.

1. **PROJECT OBJECTIVES.**

(a) **Objectives.** The objective of the Services covered by this SOW is to provide staff supporting Service delivery management and contribution to the R7 integrated operation support processes key users support, service request management and any service delivery activities related with Imagery Services aiming to maintain R7 platform fully available and aligned with Winfield User Experience requirements.

2. **SERVICES.**

(a) **Overview.** Generally, this SOW covers operation support and service delivery team provision supporting R7 Users.

(b) **In Scope Services Summary.**

GEOSYS shall perform, to the satisfaction of Winfield, the following Services during the specified term of this Statement of Work:

- Incident and service request management
- QA and solution sanity check and smoke testing as part of Solution release management
- Problem troubleshooting and root cause analysis
- Data operation: extraction, formatting, integration

- SDM reporting and contribution to program governance
- Live help support in case of overload

Any deliverables, written materials as well as such other documentation or as Winfield service request related to the Services performed by Consultant under this Statement of Work or defined in the project plan should be submitted to Winfield for its approval upon completion.

(c) **In-scope Activities & R7 Service Delivery and Operation Support.**

(i) The following activities are a further breakdown of responsibilities of the UrtheCast Entity for the items identified above:

- Update and maintain fully workable support organization and related reporting and performance metrics
- Knowledge Transfer and Handover of any new feature and release created during the Development phases – from Geosys to Winfield or its partners.
- Service Delivery management activities: status reporting, program scoping (AOI/TOI, acceptance criteria), performance monitoring, contribution to service governance
- 24/7 platform and IS solution support “On Call Duty”

(ii) The following deliverables are the Geosys’ responsibilities and shall be delivered to Winfield during each applicable phase as described herein for signoff from Winfield per the Project Plan.

(d) **Requirements for R7 Service Delivery Management and operation support.**

There is no specific requirement for this Statement of Work.

(e) **Out of Scope.** The following activities are considered “out of scope” for the charges under this SOW:

- R7 Platform development
- Product provision or Imagery Services

3. **ASSUMPTIONS AND DEPENDENCIES.**

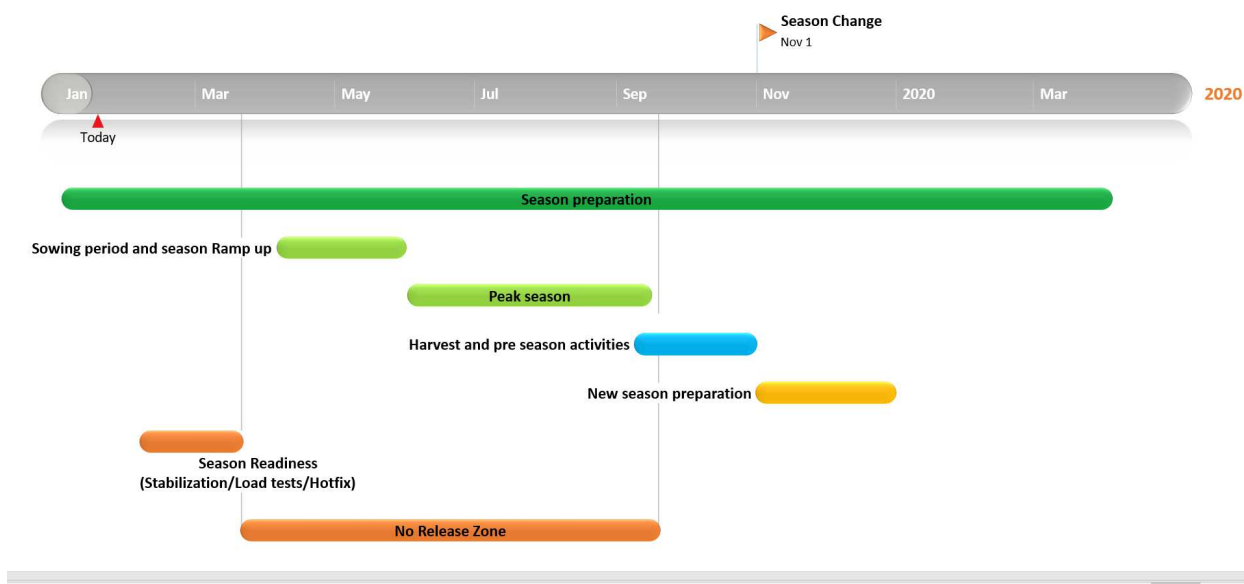
This Statement of Work is built on the following assumptions and dependencies:

- R7 Delivery Management and operation support is based on a coordinated effort from several teams spread in multiples locations and time zones, it requires therefore efficient collaboratives tools to ensure and maintain efficient team operation including end user interaction.
- Tavant or any third-party partners involved in R7 program will provide Geosys access to system interfaces, web app and related documentation including configuration description

required for the R7 App implementation effort. The access on both staging and production environment is required for end to end integration testing of technical interfaces.

- Geosys may increase the scope of the SOW whenever necessary. Geosys, upon approval from Winfield, may then increase the resource allocation to satisfy the increased scope by creating an addendum to this SOW, which must be executed in writing by both parties before such will become effective.
- Winfield will provide sign off on service delivery scope before service delivery starts.

4. **HIGH LEVEL PROJECT SCHEDULE.** The high-level schedule for performance is illustrated below. The schedule will be finalized in the Project Plan.



5. **PROJECT PLAN.** Within 90 days of the SOW Effective Date, the parties will develop a detailed project plan that sets out the activities, deliverables, timelines, milestones, requirements for Winfield Personnel and other resource availability and other pertinent matters (“**Project Plan**”). The Project Plan to be developed and agreed upon by the parties will be a living document between the parties which will be maintained and used to document the actual timeline agreed by the parties and, upon agreement, is deemed incorporated by reference herein. All changes to the Project Plan must be agreed by both parties.

6. **REPORTS.**

Program reporting includes but is not limited to:

- Weekly status report
- Monthly steering committee report
- SDM report and artifacts (kick off deck, season summary report...)

7. **ROLES, RESPONSIBILITIES, AND RESOURCES.**

(a) **Location of Services.** The Services under this SOW will be performed and provided by the UrtheCast Entity from:

(i) The following Winfield facilities:

Preferred location for SOW execution will be Land'O Lakes corporate headquarter located at 4001 Lexington Ave N, Arden Hills, MN 55126.

Based on business requirement, any Land O Lakes facilities can be used to host specifics meetings, events, workshop or seminars required to complete work in scope and defined in the Project Plan.

(ii) The following UrtheCast Entity facilities:

- Geosys SAS, B-PARK _ Bâtiment B, 2 rue Joseph Hubert, CS 63388, 31133 Balma Cedex, France
- Geosys Inc, 7365 Kirkwood Court N., Suite 150, Maple Grove, MN 55369, USA

Based on business requirement, any UrtheCast Entity facilities can be used to host specifics meetings, events, workshop or seminars required to complete work in scope and defined in the Project Plan.

The resource will be required to occasionally travel to Toulouse, France and MN, USA. India resources will be based at Tavant development Centers in Bangalore or Noida

(b) **Winfield Resources. Winfield shall provide the following resource:**

Winfield will ensure availability of resources:

- Program management
- Service design mainly Area of interest and Time of interest
- Acceptance criteria: service performance targets
- Contribution to readiness check
- Program decision and deliverable sign off

(c) **UrtheCast Entities Resources. The UrtheCast Entity shall provide the following resources:**

R7 Dedicated Operation Support & Service delivery management						
Role	Name	FTE	Unit price	Budget	months	Comments
Dedicated support team						
Service delivery manager	Rachel Leonard	25%	\$ 650	\$ 8,775	3	
Dedicated Support L2	Cam Peterson	100%	\$ 500	\$ 27,000	3	
Developers	Dev support	100%	\$ 690	\$ 37,260	3	
Infrastructure Support		90%	\$ 620	\$ 30,132	3	
			TOTAL	\$ 103,167		
R7 Shared Operation Support						
Shared service L2	Marianne, Liliane...	40%	\$ 500	\$ 10,800	3	
Shared support resources (IT, core tech, platform		40%	\$ 620	\$ 13,392	3	
External costs/services						
Extended on call duty and technical support L2				\$ 5,000	\$ 417	
JIRA				\$ 2,100	\$ 175	
					\$ -	
			TOTAL	\$ 31,292		
		4.0	TOTAL	\$ 134,459		

8. **SOW TERM.** The SOW term commences on the SOW Effective Date and continues until March 31st, 2021 unless extended by the parties pursuant to a change order, or earlier terminated as set forth herein or in the Master Services Agreement.

9. **CHARGES.**

(a) **Fees.** The fees for the R7 Service Delivery Management and Operation Support described above shall be One Hundred Thirty-Four Thousand Four Hundred Fifty-Nine US Dollars (\$134,459.00).

(b) **Payment.** The fees for the R7 Service Delivery Management and Operation support should be paid on December 30th, 2020 as highlighted below.

SDM & Support		
	Oct-21	
	Nov-21	\$ 134,459
	Dec-21	

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed, effective as of the SOW Effective Date.

GEOSYS Inc

By: _____
Name: Dave Gebhardt
Title: SVP Data Analytics

WINFIELD SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

Statement of Work for R7 Imagery Services

This Statement of Work No. 30 (together with all schedules and other attachments hereto, the “**SOW**”) is effective as of **1st of January 2021** (“**SOW Effective Date**”) by and between Winfield Solutions, LLC, a Delaware limited liability company with its principal place of business at 4001 Lexington Ave N, Arden Hills, MN 55126, USA (“**Winfield**”) and Geosys-Int’l, Inc. with its principal place of business at 7365 Kirkwood Court N., Suite 150, Maple Grove, MN 55369, USA (“**GEOSYS**”) and is a Statement of Work pursuant to the Long Term License and Services Agreement (together with each Exhibit thereto, the “**Master Services Agreement**”) effective as of January 15th, 2019 by and between Winfield on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at 1055 Canada Place - Suite 33 Vancouver, BC V6C 0C3, Canada (“**UrtheCast**”), and GEOSYS (GEOSYS and UrtheCast, the “**UrtheCast Entities**” or each an “**UrtheCast Entity**”) on the other hand. The UrtheCast Entities or the applicable one are a “**party**”, and Winfield is also a “**party**”, and each applicable party comprises the “**parties.**”

In this SOW, GEOSYS-Int’l Inc. is the UrtheCast Entity.

This SOW incorporates the Master Services Agreement herein by reference.

Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Master Services Agreement.

The UrtheCast Entity agrees to provide the Services described in this SOW.

1. **PROJECT OBJECTIVES.**

(a) **Objectives.** The objective of the Services covered by this SOW is to provide access to Imagery Services delivering Imagery Product that are Derivative Works of the source Imagery Data, including NDVI maps, Yield Variability Maps, SaMZ maps, NDVI time series, and weather information.

2. **SERVICES.**

(a) **Overview.** Generally, this SOW covers Imagery Services allowing any R7 users to create field level Imagery Product as defined in the Master Service Agreement.

(b) **In Scope Services Summary.**

GEOSYS shall maintain availability of Imagery Services and update Imagery Data aligned with service delivery metrics defined in the Master Service Agreement, the following Services during the specified term of this Statement of Work:

- Medium resolution data fetching
- Medium resolution data processing: radiometric correction, cloud masking cross calibration.
- Low resolution data fetching and integration
- Low resolution time series generation

- Background Imagery Service and Elevation service.

Any deliverables, written materials as well as such other documentation or as Winfield service request related to the Services performed by Consultant under this Statement of Work or defined in the project plan should be submitted to Winfield for its approval upon completion.

(c) **In-scope Activities & R7 Imagery Services.**

(i) The following activities are a further breakdown of responsibilities of the UrtheCast Entity for the items identified above:

- Update and maintain fully workable Imagery Services
- Ensure Imagery Services performance aligned with agreed requirements
- Ensure Imagery Data integration aligned with agreed requirements

(ii) The following deliverables are the Geosys' responsibilities and shall be delivered to Winfield during each applicable phase as described herein for signoff from Winfield per the Project Plan.

(d) **Requirements for R7 Imagery Services.**

Performance metrics of Imagery Services and Imagery Product are defined in the Master Service Agreement. Geosys should provide appropriate reporting highlighting alignment between targeted metrics and current service delivery performance.

Background imagery and elevation services (used to create elevation maps) is provided as part of Imagery Services. This service is shared between all Geosys Platform users. Current T&C should cover all Winfield usages. In case of any major change on consumption or on Geosys supplier T&C, Parties agree to work in good faith to find an adequate solution ensuring business continuity even if this trigger additional costs.

(e) **Out of Scope.** The following activities are considered “out of scope” for the charges under this SOW:

- R7 Platform development
- R7 Dedicated Service delivery management and Operation support
- R7 Shared Service delivery management and Operation support

3. **ASSUMPTIONS AND DEPENDENCIES.**

This statement of work is built on the following assumptions and dependencies:

- Geosys may increase the scope of the SOW whenever necessary. Geosys, upon approval from Winfield, may then increase the resource allocation to satisfy the increased scope by creating an addendum to this SOW, which must be executed in writing by both parties

before such will become effective.

- Winfield will provide sign off on service delivery scope before service delivery starts.

4. **HIGH LEVEL PROJECT SCHEDULE.** The high-level schedule for performance is illustrated below. The schedule will be finalized in the Project Plan.

5. **PROJECT PLAN.** Within 90 days of the SOW Effective Date, the parties will develop a detailed project plan that sets out the activities, deliverables, timelines, milestones, requirements for Winfield Personnel and other resource availability and other pertinent matters (“**Project Plan**”). The Project Plan to be developed and agreed upon by the parties will be a living document between the parties which will be maintained and used to document the actual timeline agreed by the parties and, upon agreement, is deemed incorporated by reference herein. All changes to the Project Plan must be agreed by both parties.

6. **REPORTS.**

Program reporting includes but is not limited to:

- Weekly Service Delivery Report
- Monthly steering committee report
- SDM report and artifacts (kick off deck, season summary report...)

7. **ROLES, RESPONSIBILITIES, AND RESOURCES.**

(a) **Location of Services.** The Services under this SOW will be performed and provided by the UrtheCast Entity from:

(i) The following Winfield facilities:

Preferred location for SOW execution will be Land’O Lakes corporate headquarter located at 4001 Lexington Ave N, Arden Hills, MN 55126.

Based on business requirement, any Land O Lakes facilities can be used to host specifics meetings, events, workshop or seminars required to complete work in scope and defined in the Project Plan.

(ii) The following UrtheCast Entity facilities:

- Geosys SAS, B-PARK _ Bâtiment B, 2 rue Joseph Hubert, CS 63388, 31133 Balma Cedex, France
- Geosys Inc, 7365 Kirkwood Court N., Suite 150, Maple Grove, MN 55369, USA

Based on business requirement, any UrtheCast Entity facilities can be used to host specifics meetings, events, workshop or seminars required to complete work in scope and defined in the Project Plan.

The resource will be required to occasionally travel to Toulouse, France and MN, USA. India resources will be based at Tavant development Centers in Bangalore or Noida

(b) **Winfield Resources.** Winfield shall provide the following resource:

Winfield will ensure availability of resources:

- Service management
- Service design mainly Area of interest and Time of interest
- Acceptance criteria: service performance targets
- Contribution to readiness check
- Program decision and deliverable sign off

(c) **UrtheCast Entities Resources.** The UrtheCast Entity shall provide the following resources:

Imagery Services are described in Master Services Agreement – Exhibit A.

Imagery Products are information that are produced on the GEOSYS Platform from the applicable Imagery Data and, if applicable, other sources of information, and are delivered to the R7 Product through APIs or other interfaces.

The Imagery Products are Derivative Works of the source Imagery Data, including NDVI maps, Yield Variability Maps, SaMZ maps, NDVI time series, and weather information. They include pixels, fields and zone values, fields maps, and graphs that the Geosys Platform delivers to the R7 Product.

Imagery Products are available unlimited in the number of fields or acres over the Territory.

8. **SOW TERM.** The SOW term commences on the SOW Effective Date and continues until March 31st, 2021 unless extended by the parties pursuant to a change order, or earlier terminated as set forth herein or in the Master Services Agreement.

9. **CHARGES.**

(a) **Fees.** The fees for the R7 Imagery Services described in the Master Service Agreement shall be Eight Hundred Twenty-Five Thousand US Dollars (\$1,825,000.00).

(b) **Payment.** The fees for the R7 Imagery Services should be paid on December 30th, 2020 as highlighted below.

Imagery services		
	Oct-21	
	Nov-21	\$ 1,825,000
	Dec-21	

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed, effective as of the SOW Effective Date.

GEOSYS Inc

By: _____
Name: Dave Gebhardt
Title: SVP Data Analytics

WINFIELD SOLUTIONS, LLC

By: _____
Name:
Title:

Statement of Work for R7 Program Development

This Statement of Work No. 31 (together with all schedules and other attachments hereto, the “**SOW**”) is effective as of **1st of January 2021** (“**SOW Effective Date**”) by and between Winfield Solutions, LLC, a Delaware limited liability company with its principal place of business at 4001 Lexington Ave N, Arden Hills, MN 55126, USA (“**Winfield**”) and Geosys-Int’l, Inc. with its principal place of business at 7365 Kirkwood Court N., Suite 150, Maple Grove, MN 55369, USA (“**GEOSYS**”) and is a Statement of Work pursuant to the Long Term License and Services Agreement (together with each Exhibit thereto, the “**Master Services Agreement**”) effective as of January 15th, 2019 by and between Winfield on the one hand and URTHECAST CORP., a body corporate duly incorporated under the laws of the Province of Ontario, having its principal place of business at 1055 Canada Place - Suite 33 Vancouver, BC V6C 0C3, Canada (“**UrtheCast**”), and GEOSYS (GEOSYS and UrtheCast, the “**UrtheCast Entities**” or each an “**UrtheCast Entity**”) on the other hand. The UrtheCast Entities or the applicable one are a “**party**”, and Winfield is also a “**party**”, and each applicable party comprises the “**parties.**”

In this SOW, GEOSYS-Int’l Inc. is the UrtheCast Entity.

This SOW incorporates the Master Services Agreement herein by reference.

Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Master Services Agreement.

The UrtheCast Entity agrees to provide the Services described in this SOW.

1. **PROJECT OBJECTIVES.**

(a) **Objectives.** The objective of the Services covered by this SOW is to support R7 Lifecycle management covering new feature implementation, bug fixing and any activities aiming to maintain R7 fully operational and aligned with Winfield requirements.

2. **SERVICES.**

(a) **Overview.** Generally, this SOW covers R7 Agile Development Team provision supporting R7 Back end development effort.

(b) **In Scope Services Summary.**

GEOSYS shall perform, to the satisfaction of Winfield Solutions, the following Services during the specified term of this Statement of Work:

- R7 Agile Development Team (excluding Outsourced Work to Tavant Technologies)
- Winfield United Mobile apps Agile Development Team (excluding Outsourced Work to Tavant Technologies)
- R7 Agile Integration Team

Any deliverables, written materials as well as such other documentation or as Winfield Solutions service request related to the Services performed by Consultant under this Statement of Work or defined in the project plan should be submitted to Winfield Solutions for its approval upon completion.

(c) **In-scope Activities & GEOSYS R7 Developments.**

- (i) The following activities are a further breakdown of responsibilities of the UrtheCast Entity for the items identified above:
- Implementation and Verification (Design, Coding and Testing) of R7 Development
 - Knowledge Transfer and Handover of artifacts created during the Development phases – from Geosys to Winfield or its partners.
 - Project management activities: status reporting, financial reporting, resource allocation, program scoping, contribution to program governance
 - Support Offshore team until release R7 release management including solution deployment and configuration
 - Interface with Winfield IS interface including but not limited to IDM, Ping
- (ii) The following deliverables are the Geosys’ responsibilities and shall be delivered to Winfield during each applicable phase as described herein for signoff from Winfield per the Project Plan.

(d) **Requirements for GEOSYS R7 Developments.**

R7 development includes load testing activities ensuring alignment between platform capacities and responses with Winfield traffic goal and agreed UX targets. This requires maintaining staging platform similarly sized as production platform and load testing tools. Costs related with this testing infrastructure are detailed below:

R7 lifecycle management external costs			
Tools /services	Monthly fee	Cost	Comments
Staging platform	\$ 1,900	\$ 22,800	
Load test licene	\$ 363	\$ 4,358	

(e) **Out of Scope.** The following activities are considered “out of scope” for the charges under this SOW:

- Operation support activities will be covered by another SOW.
- Product provision or Imagery Services

3. **ASSUMPTIONS AND DEPENDENCIES.**

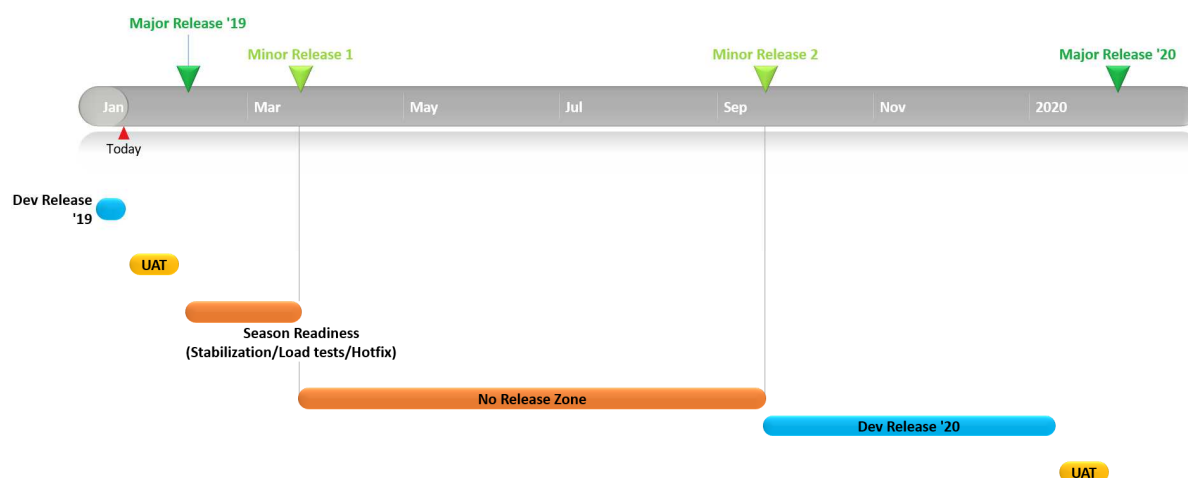
This Statement of Work is built on the following assumptions and dependencies:

- Tavant or any third-party partners involved in R7 program will provide Geosys access to system interfaces, web app and related documentation including configuration description

required for the R7 App implementation effort. The access on both staging and production environment is required for end to end integration testing of technical interfaces.

- Geosys may increase the scope of the SOW whenever necessary. Geosys, upon approval from Winfield, may then increase the resource allocation to satisfy the increased scope by creating an addendum to this SOW, which must be executed in writing by both parties before such will become effective.
- Winfield will provide sign off on Business Requirement Document before implementation starts.

4. **HIGH LEVEL PROJECT SCHEDULE.** The high-level schedule for performance is illustrated below. The schedule will be finalized in the Project Plan.



5. **PROJECT PLAN.** Within 90 days of the SOW Effective Date, the parties will develop a detailed project plan that sets out the activities, deliverables, timelines, milestones, requirements for Winfield Personnel and other resource availability and other pertinent matters (“**Project Plan**”). The Project Plan to be developed and agreed upon by the parties will be a living document between the parties which will be maintained and used to document the actual timeline agreed by the parties and, upon agreement, is deemed incorporated by reference herein. All changes to the Project Plan must be agreed by both parties.

6. **REPORTS.**

Program reporting includes but is not limited to:

- Weekly status report highlighting progress and status of agreed development efforts
- Monthly steering committee report
- Financial reporting covering time tracking on agreed implementation work packages

7. **ROLES, RESPONSIBILITIES, AND RESOURCES.**

(a) **Location of Services.** The Services under this SOW will be performed and provided by the UrtheCast Entity from:

- (i) The following Winfield facilities:

Preferred location for SOW execution will be Land'O Lakes corporate headquarter located at 4001 Lexington Ave N, Arden Hills, MN 55126.

Based on business requirement, any Land O Lakes facilities can be used to host specifics meetings, events, workshop or seminars required to complete work in scope and defined in the Project Plan.

(ii) The following UrtheCast Entity facilities:

- Geosys SAS, B-PARK _ Bâtiment B, 2 rue Joseph Hubert, CS 63388, 31133 Balma Cedex, France
- Geosys Inc, 7365 Kirkwood Court N., Suite 150, Maple Grove, MN 55369, USA

Based on business requirement, any UrtheCast Entity facilities can be used to host specifics meetings, events, workshop or seminars required to complete work in scope and defined in the Project Plan.

The resource will be required to occasionally travel to Toulouse, France and MN, USA. India resources will be based at Tavant development Centers in Bangalore or Noida

(b) **Winfield Resources. Winfield shall provide the following resource:**

Winfield will ensure availability of resources:

- Program management
- Business requirement definition
- Acceptance criteria for each stage of the development cycle
- UAT involvement from preparation, execution and release tuning contribution.
- Program decision and deliverable sign off

(c) **UrtheCast Entities Resources. The UrtheCast Entity shall provide the following resources:**

R7 Development						
Role	Name	FTE allocation	Unit price	Budget	Months	Comments
Development team						
Technical coordination	Brice	75%	\$ 600	\$ 24,300	3	
Project lead	Rachel	75%	\$ 650	\$ 28,031	3	
Platform BA	Hélène	25%	\$ 600	\$ 8,625	3	
Technical lead	Imad	100%	\$ 750	\$ 40,500	3	
Developers	Julien	100%	\$ 690	\$ 37,260	3	
	Cyril Garcia	100%	\$ 690	\$ 37,260	3	
	Christophe	100%	\$ 690	\$ 37,260	3	
Platform & Core tech team						
Platform		50%	\$ 690	\$ 18,630	3	
Coretech MR		52%	\$ 690	\$ 19,435	3	
External costs						
Load test licene				\$ 1,090	\$ 91	
External integration				\$ 5,700	\$ 475	
Travel provision				\$ 7,500		

8. **SOW TERM.** The SOW term commences on the SOW Effective Date and continues until March 31st, 2021 unless extended by the parties pursuant to a change order, or earlier terminated as set forth herein or in the Master Services Agreement.

9. **CHARGES.**

(a) **Fees.** The fees for the R7 Development service described above shall be Five Hundred Sixty-Five Thousand Five Hundred Forty-One US Dollars (\$565,541.00).

(b) **Travel expenses.** Winfield agrees to pay travel expenses incurred relating to this Statement of Work based on actuals.

GEOSYS agrees to obtain Winfield's approval for the expense, prior to making travel arrangements agrees to reimburse any expenses limited to reasonable and necessary out of pocket expenses. All approved expenses will be passed through to Winfield without markup.

Overall estimate for the period Seven Thousand Five Hundred US Dollars (\$7,500).

(c) **Payment.** The fees for the R7 Development should be paid on December 30th, 2020 as highlighted below.

R7 Development		
	Oct-20	
	Nov-20	\$ 565,541
	Dec-20	

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed, effective as of the SOW Effective Date.

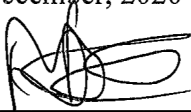
GEOSYS INC

By: _____
Name: Dave Gebhardt
Title: SVP Data Analytics

WINFIELD SOLUTIONS, LLC

By:
Name:
Title:

This is **Exhibit "H"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020



A Commissioner for taking Affidavits in and for
the Province of British Columbia

Allison Baker

Subject: Re: [EXTERNAL] 2021 SOWs**From:** Mourot, Benoit <bmourot@landolakes.com>**Sent:** Sunday, December 13, 2020 6:39 PM**To:** Vincent LELANDAIS**Cc:** Dave Gebhardt**Subject:** Re: [EXTERNAL] 2021 SOWs

Gents,

I hope you had a good week end, I have to inform you that LOL is rejecting these SOW's.

If you have any question, Ric would be the person to follow up with.

Get [Outlook for iOS](#)

From: Vincent LELANDAIS <vincent.lelandais@geosys.com>**Sent:** Friday, December 11, 2020 12:48:49 PM**To:** Mourot, Benoit <bmourot@landolakes.com>**Cc:** Dave Gebhardt <dgebhardt@urthecast.com>**Subject:** [EXTERNAL] 2021 SOWs

Hi Ben,

As per our discussion yesterday, current master agreement is still in force and therefore we are continuing to operate as in the past 2 years.

You will find attached SOWs drafts with the same structure as last year for 2021Q1. At this point, I have not been able to add much detail on 2021 priorities within the development SOW, we have all hands on standardization and second close enablement. After Go live we will focus on scoping effort and the governance model remains in place and we will work on work items you prioritize.

Let me know if you need any additional inputs from us.

Have a great week end

Vincent Lelandais Head, Customer Solutions
Geosys

612. 718. 4693 I Cell

7365 Kirkwood Ct N. I Suite 150 I Maple Grove I MN I 55369



geosys.com

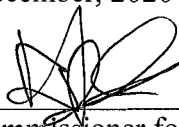
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This is **Exhibit "I"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking Affidavits in and for
the Province of British Columbia



587
Invoice

DATE	INVOICE #
1/1/2021	3012-21

BILL TO
WinField Solutions Benoit Mourot P.O. Box 64281 5850 1 St. Paul, Minnesota 55164-0281 USA

[illegible]

WIRE TRANSFERS TO:
US Bank, NA 111 8th St SE Minneapolis MN 50009
Account # 104786896654
ABA Routing# 091000022 Swift USBKUS44

Contact

jms@geosys.com

866-782-4661



588
Invoice

DATE	INVOICE #
1/1/2021	3013-21

BILL TO
WinField Solutions Benoit Mourot P.O. Box 64281 5850 1 St. Paul, Minnesota 55164-0281 USA

P.O. NO.	TERMS	PROJECT
	Net 60	WinField Solutions LLC

DESCRIPTION	QTY	RATE	AMOUNT
R7 Program Development for Q1 2021		565,541.00	565,541.00

[illegible]

WIRE TRANSFERS TO:
US Bank, NA 111 8th St SE Minneapolis MN 50009
Account # 104786896654
ABA Routing# 091000022 Swift USBKUS44

Contact

jms@geosys.com

866-782-4661



7365 Kirkwood Court N.,
Suite 150
Maple Grove, MN 55369

589

Invoice

DATE	INVOICE #
1/1/2021	3014-21

BILL TO
WinField Solutions Benoit Mourot P.O. Box 64281 5850 1 St. Paul, Minnesota 55164-0281 USA

[illegible]

WIRE TRANSFERS TO:
US Bank, NA 111 8th St SE Minneapolis MN 50009
Account # 104786896654
ABA Routing# 091000022 Swift USBKUS44

Contact

jms@geosys.com

866-782-4661

This is **Exhibit "J"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking Affidavits in and for
the Province of British Columbia

**Bennett Jones**

Bennett Jones LLP
2500 Park Place
666 Burrard Street
Vancouver, British Columbia, V6C 2X8 Canada
T: 604.891.7500
F: 604.891.5100

David Gruber
Partner
Direct Line: 604-891-5150
e-mail: gruberd@bennettjones.com

VIA EMAIL

December 16, 2020

Baker McKenzie
Barristers & Solicitors
Brookfield Place
Bay/Wellington Tower
181 Bay Street, Suite 2100
Toronto, ON M5J 2T3

Attention: Michael Nowina

Dear Mr. Nowina:

Re: Refusal of Statements of Work

As you are aware we are counsel to UrtheCast Corp. and its subsidiaries in connection with its ongoing proceedings pursuant to the *Companies' Creditors Arrangement Act* ("CCAA"). Reference is made to the following statements of work, drafts of which were issued by representatives of Geosys to Land O'Lakes, Inc. (including its subsidiaries, "LOL") in the normal course on December 11, 2020 (collectively, the "SOWs"):

- Statement of Work for R7 Service Delivery Management and Operation Support;
- Statement of Work for R7 Imagery Services; and
- Statement of Work for R7 Program Development.

By email dated December 13, 2020 from Benoit Mourot, LOL advised Geosys that it is rejecting the SOWs. No reason for such rejections was provided.

The provision of the draft SOWs to LOL is consistent with the normal course conduct between the parties for the past several years. In this regard, UrtheCast has today issued invoices totaling USD\$2,525,000 to LOL in connection with the SOWs in the normal course and expects prompt payment in respect thereof on January 1, 2021. Copies of those invoices are enclosed with this letter.

LOL's rejection of the SOWs is contrary to the terms of the Long Term License and Services Agreement (as amended, the "LTLA") and the Interim License and Services Agreement (as

December 16, 2020

Page 2

amended, the "ILSA") between the parties, as well as the long-standing conduct of the parties. Specifically:

- Section 3.8 of the ILSA and Section 6.2 of the LTLA provide that either party may request an amendment to an SOW upon written request to the other party, and upon receipt of such request the parties "shall negotiate the terms in good faith in a timely manner". No such change request was issued by LOL prior to its unexplained rejections of the SOWs. If there are aspects of the SOWs that LOL desires to change, LOL is hereby requested to provide a description of such changes in writing for UrtheCast's good faith consideration.
- There has been no Service Level Termination Event, as contemplated by Exhibit A to the LTLA, that would give rise to any right of termination on the part of LOL. In fact, UrtheCast's management has advised that the UrtheCast Entities have consistently met or exceeded all service level requirements under the LTLA and ILSA. LOL is hereby requested to provide a detailed description of any and all alleged events of default existing under the LTLA and ILSA forthwith, including in particular to the existence of any Service Level Termination Event.
- Section 8.9 of the LTLA requires LOL to make prompt payment within 30 days of receipt of a properly submitted and accurate invoice. The LTLA is clear that LOL "may not withhold payment" from UrtheCast, even if it disputes the quantum of payment. To the extent that the invoiced amounts contemplated by the SOWs are not paid when due on January 1, 2021, LOL will be in further default of its express obligations under the LTLA.

As you are well aware and as was confirmed to you in my letter of November 25, 2020 (the "**November 25 Letter**"), UrtheCast and its subsidiaries are subject to ongoing proceedings pursuant to the CCAA. The British Columbia Supreme Court (the "**Court**") has issued an order granting a broad stay of proceedings in favour of the UrtheCast entities, which stay order has most recently been extended through and including January 7, 2021. Pursuant to paragraph 20 of the Court's Third Amended and Restated Initial Order issued October 16, 2020 (the "**Initial Order**"):

During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Petitioners except with the written consent of the Petitioners and the Monitor or leave of this Court.

As was indicated to you in the November 25 Letter, (i) the Initial Order has been recognized in the United States pursuant to the US Recognition Order issued by the United States Bankruptcy Court for the District of Minnesota on October 29, 2020, and the stay is in full force and effect throughout the United States, and (ii) UrtheCast has not consented and does not consent to any amendment or termination of any of its existing contractual arrangements with LOL.

LOL's unilateral and unreasonable rejection of the SOWs represents a discontinuance and interference and a failure to honour LOL's contractual obligations contrary to the terms of the Initial Order and US



December 16, 2020

Page 3

Recognition Order. LOL was specifically advised in the November 25 Letter that any unilateral steps to modify its contractual arrangements with UrtheCast would be in breach of the Initial Order. Despite this warning, LOL has elected to operate in breach of the Initial Order in a manner that is potentially prejudicial to UrtheCast and the other stakeholders affected by its ongoing CCAA proceedings.

If LOL does not accept the SOWs and make full payment of the invoiced amount of USD\$2,525,000 on or before January 1, 2020, UrtheCast intends to seek an order for specific performance at its Court attendance scheduled for January 6, 2021. If such an order is necessary as a result of LOL's disregard for its contractual and court-ordered obligations, UrtheCast also intends to seek its legal fees against LOL in connection with such order. UrtheCast reserves all rights and remedies in this regard.

LOL is also reminded of its obligations with respect to Confidential Information pursuant to Article XI of the LTLSA and Article VI of the ILSA. UrtheCast expects that LOL is maintaining all Confidential Information, including without limitation relating to the SOWs (including pricing), in accordance with the LTLSA and ILSA.

Yours truly,



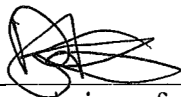
David Gruber

Encl.

CC: Mike Bell, Philippe Mendelson (Ernst & Young Inc.)
Colin Brousson, Jeffrey Bradshaw (DLA Piper LLP)
Robert Richardson, Sean F. Collins, Jonathan See (McCarthy Tétrault LLP)



This is **Exhibit "K"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020



A Commissioner for taking Affidavits in and for
the Province of British Columbia

December 22 2020

Our Ref: 50769072

David Gruber
Bennett Jones LLP
2500 Park Place
666 Burrard Street
Vancouver, BC V6C 2X8

By email: gruberd@bennettjones.com

Dear Mr. Gruber:

In the Matter of the Companies' Creditors Arrangement Act and Urthecast Corp. et al; - Re SOWs

We are writing in response to your letter dated December 16, 2020 on behalf of Winfield Solutions LLC.

Article VIII of the Long Term License and Services Agreement (LTLISA) governs the obligations to make payment of fees and our client, Winfield, intends to honour its obligations to make payment given the Initial Order and US Recognition Order precludes our client from terminating the applicable agreements at this time. However, our client does not agree with Urthecast's characterization of those obligations and rejects your suggestion that there is a breach under either the LTLISA or the Interim License and Services Agreement (ILSA).

Your letter makes reference to section 3.8 of the ILSA. With respect, this section and the ILSA generally does not apply to the SOWs that were delivered by Urthecast to Winfield on December 11, 2020. Article III of the ILSA concerns services that are provided by Winfield to Urthecast. As noted in your letter, the SOWs in question relate to R7 Product Services which are services that are provided by Urthecast under the LTLISA, not the ILSA.

In regards to section 6.2 of the LTLISA, this section pertains to changes to the LTLISA that are agreed to by the parties. However, there is no obligation on the part of Winfield to agree to any changes to the LTLISA with respect to R7 Product Services as the scope of these services are set forth in Articles IV, V and Exhibit B. As noted in the cover email sending the SOWs to Winfield the "*...current master agreement is still in force and therefore we are continuing to operate as in the past 2 years.*" The proposed SOWs modified the terms of the LTLISA, including Urthecast sought to amend the payment date for the amounts to be paid under the LTLISA to December 30, 2020. Winfield is not required to enter into new SOWs.

In regards to the payments to be made under the LTLISA, Winfield intends to comply with what is required by the LTLISA but that does not include payment by December 30, 2020 or January 1, 2021. These are unilateral dates picked by Urthecast. The invoices delivered to Winfield provide that payment terms are "Net 60" and are dated as of January 1, 2021. Putting aside that Urthecast's own invoices provide until March 1, 2021 to make

payment, section 8.9 of the LTLA that you have noted in your letter states: "*Payment on undisputed amounts will be due within thirty (30) days after Winfield's receipt of a properly submitted and accurate invoice from the applicable UrtheCast Entity that complies with the requirements set forth in this Article.*" Under the terms of the LTLA, the invoices delivered by Urthecast do not comply with section 8.8. Our client is preparing purchase orders and will send to Urthecast early next week. Upon receipt of invoices that comply with the LTLA, our client will follow its contractual obligations as long as they remain in force.

Winfield has and will continue to comply with the court orders in Canada and the US. However, Winfield will be seeking to terminate the ILSA and related agreements at the earliest opportunity as we have previously advised.

Yours truly,
BAKER & MCKENZIE LLP



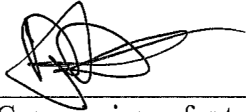
Michael Nowina

+1 416 865 2312

michael.nowina@bakermckenzie.com

Cc: Mike Bell, Philippe Mendelson (Ernst & Young Inc.)
Colin Brousson, Jeffrey Bradshaw (DLA Piper LLP)
Robert Richardson, Sean F. Collins, Jonathan See (McCarthy Tetrault LLP)

This is **Exhibit "L"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020



A Commissioner for taking Affidavits in and for
the Province of British Columbia

December 23, 2020

DLA Piper (Canada) LLP
Suite 2800 Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7

Via email: colin.brousson@dlapiper.com
jeffrey.bradshaw@dlapiper.com

Attention: Colin Brousson / Jeffrey Bradshaw

Dear Counsel:

Re Urthecast Corp et al

As requested by the Monitor, we are setting out in more detail our clients' position on the agreements that are in default and the amounts that are currently outstanding:

- Agreement of Purchase and Sale dated November 6, 2018 as amended by:
 - Amending Agreement dated as of December 10, 2018;
 - Second Amending Agreement dated as of January 11, 2019;
 - Third Amending Agreement dated as of November 12, 2019;
 - Fourth Amending Agreement dated as of March 30, 2020; and
 - Fifth Amending Agreement dated as of April 14, 2020.
- Interim Licenses and Services Agreement dated 14 January 2019;
- Long Term License and Services Agreement dated 14 January 2019 as amended by:
 - First Amending Agreement to Long Term License and Services Agreement dated 12 November 2019; and
 - Second Amending Agreement to Long Term License and Services Agreement on 30 March 2020.

The specific provisions that are relied on under these agreements are:

- Section 2.2(b), 5.5(a)(ii), 5.5(b), 11(d) of the Purchase Agreement, as amended;
- Section 4.3, 14.4(d), 14.5(a), (b)(ii),(vii) or (viii) of the Long Term License and Services Agreement; and
- Section 3.4, 3.5, 9.2(b), 9.3(a),(b)(ii),(vii) or (viii) of the Interim Licenses and Services Agreement.

We trust that most of these defaults are self-explanatory. By way of further background, the transaction with Urthecast was premised on a 2021 launch date and an operational date in the first quarter of 2022. Urthecast's

very public failures to obtain financing have dramatically curtailed Land O'Lakes' ability to promote its commitment to providing daily satellite imagery to the marketplace, resulting in a loss of customers and business. While UrtheDaily has floundered, Land O'Lakes' competitors have introduced competitive products that are "good-enough" alternatives to daily satellite imagery when coupled with new technology. It is our clients' position that the failure to launch UrtheDaily is or will be a default under the timelines established by the Joint Development Committee pursuant to section 3.4 of the Interim License and Services Agreement. Irrespective of the CCAA filing, the failure to pay Microsoft (US \$581,717.52 which will increase once Microsoft renders its account for hosting services up to December 31, 2020) is a default under the Long Term License and Services Agreement, because Urthecast has failed to perform the R7 Product Services as required under the agreement. A significant portion of the quarterly payments paid by Winfield for the R7 Product Services Fees are flow-through payments that are supposed to be paid to Microsoft and other vendors. Winfield has paid and Urthecast should have paid these third party vendors. The failure to pay these vendors entitles Winfield to terminate under section 14.5.

The outstanding amount due and payable by Urthecast to Winfield is US \$3,954,167.00 as of December 15, 2020. This reflects the principal amount of \$3,500,000 + \$250,000 + accrued interest pursuant to the Fifth Amending Agreement. Interest per diem is \$958.90/day. As noted above, there will be additional amounts to third party vendors but Winfield is only aware of the US \$581,717.52 owing to Microsoft at this time.

As you know, the Monitor's approval of a transaction is an important factor in the analysis under section 11.3 of the CCAA. Our clients are available to have a discussion directly with the Monitor regarding the business rationale for opposing this transaction and the forced assignment of the agreements to Antarctica.

We have not yet seen the final agreement of purchase and sale and therefore this letter is based on a review of the Term Sheet only.

Yours truly,

BAKER & MCKENZIE LLP



Michael Nowina

Partner

+1 416 865 2312

michael.nowina@bakermckenzie.com

cc: Client

D. E. Gruber and A. Andrisoi, Bennett Jones LLP
(Via email: gruberd@bennettjones.com and andrisoia@bennettjones.com)

P. Mendelson and Mike Bell, Ernst & Young LLP
(Via email: Philippe.Mendelson@ca.ey.com and mike.bell@ca.ey.com)

R. Richardson, S. Collins, J. See, Mccarthy Tetraault LLP
(Via email: rrichardson@mccarthy.ca, scollins@mccarthy.ca and jsee@mccarthy.ca)

This is **Exhibit "M"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020



A Commissioner for taking Affidavits in and for
the Province of British Columbia



Bennett Jones

Bennett Jones LLP
2500 Park Place
666 Burrard Street
Vancouver, British Columbia, V6C 2X8 Canada
T: 604.891.7500
F: 604.891.5100

David Gruber
Partner
Direct Line: 604-891-5150
e-mail: gruberd@bennettjones.com

VIA EMAIL

December 24, 2020

Baker McKenzie
Barristers & Solicitors
Brookfield Place
Bay/Wellington Tower
181 Bay Street, Suite 2100
Toronto, ON M5J 2T3

Attention: Michael Nowina

Dear Mr. Nowina:

Re: Refusal of Statements of Work and Invoices

We are writing in response to your letter of December 22, 2020 wherein, among other things, you (i) assert that UrtheCast Corp.'s ("UrtheCast") provision of statements of work ("SOWs") to Land O'Lakes, Inc., and its subsidiary Winfield Solutions, LLC (collectively, "LOL") pursuant to the Long Term License and Services Agreement (as amended, the "LTLA") and the Interim License and Services Agreement (as amended, the "ILSA") is somehow against a strict and interpretation of the terms of those agreements, and (ii) provided LOL's commitment to issue purchase orders to UrtheCast under section 8.8 of the LTLA during the week of December 27, 2020.

As your client is well aware, and as described below the parties have adopted practices and procedures at LOL's request since the inception of this contract that differ from the incomplete processes described in the LTLA. Given that your client has, as of your letter, changed its position to require strict performance of the LTLA's invoicing terms, we must insist that LOL provide purchase orders in accordance with section 8.8 of the LTLA by **no later than 5:00pm Central time on December 27, 2020** in order to permit UrtheCast to issue proper invoices.

LTLA Payment Scheme

The invoices previously issued by UrtheCast were issued pursuant to Sections 8.1(a) and 8.2(a) of the LTLA, which provides the following for Imagery Services Fees and R7 Product Services Fees:

December 24, 2020

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8.1. Imagery Services Fees:

(a) Pre-Operational Date. Prior to the Operational Date, the fees for the Imagery Services described in this Master Services Agreement shall be Seven Million Three Hundred Thousand US Dollars per Contract Year (\$7,300,000.00) ***paid in four (4) equal quarterly installments in advance*** commencing on the Effective Date.

8.2. R7 Product Services Fees:

(a) MSA Base Fee. The fees for the R7 Product Services described in this Master Services Agreement shall be [\$2,800,000] as further described in an ***SOW applicable to each Contract Year*** hereunder ***paid quarterly in advance*** commencing on the Effective Date and thereafter per the payment terms in the SOW. [emphasis added]

As emphasized, the LTLSA by its own terms contemplates: (i) no SOW required for the Imagery Services fee, (ii) a single annual SOW to be issued by UrtheCast for the R7 Product Services fee, and (iii) quarterly installments of the annual fees in advance by LOL prior to the start of each quarter of service. As you correctly point out in your letter, LTLSA s. 8.8 requires that each quarterly invoice issued by UrtheCast refer to a purchase order to be provided by LOL, however, the LTLSA is silent on the timing for provision of such purchase orders by LOL.

Past Practice of the Parties

To fill this gap in the LTLSA, and at the request of LOL, the parties have adhered to invoicing practices that differ from the strict terms set out above. Many, if not all, of these deviations from the terms of the LTLSA arose at LOL's request, and UrtheCast accommodated these changes for LOL's benefit.

For example, contrary to s. 8.2(a), LOL requested to receive three quarterly SOWs broken down for different services that together make up the total of the R7 Product Services instead of one SOW for the Contract Year. Our understanding is that this request was intended to facilitate LOL's ability to assign each invoice to an appropriate LOL cost centre for accounting purposes. As a result of LOL's request, 12 SOWs were issued annually.

Furthermore, the reference to 'Net 60' day payment terms you referenced in the draft invoice, was agreed to in writing by LOL to facilitate UrtheCast's ability to factor the quarterly payments from LOL. Here again, the parties agreed to deviate from the strict terms of the agreements, and this agreement is reflected in the parties' past practice.

To illustrate the past practice of the parties in finalizing invoicing and payments under Article VIII of the LTLSA, the chronology of events undertaken in Q4 2020 is set out below:

- On or about September 11, 2020: coordination call between LOL and UrtheCast to settle the cost centre allocation among the three SOWs;
- September 14, 2020: UrtheCast sends three SOWs to LOL consistent with the parties' agreed allocation;



December 24, 2020

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- September 16, 2020: LOL sends three purchase orders to UrtheCast, based on the SOWs;
- September 23, 2020: invoices reflective of the SOWs and referencing the purchase orders are sent and submitted by UrtheCast; and
- October 6, 2020: payment of all invoiced amounts is paid by LOL.

While the timing of this process is different this year, the process is no different, and while the parties' practice may deviate from the process contemplated by the LTLSA, it does reflect your client's preferred approach to invoicing under these arrangements.

It is unfortunate, and we would argue an act in bad faith, that LOL is now demanding strict performance of invoicing terms set out in the LTLSA when LOL itself was the party who initiated these deviations to begin with.

As set out above, in order to fulfill its obligation to make payment in advance of the Imagery Services Fee and R7 Product Services MSA Base Fee payable to UrtheCast, LOL must issue purchase orders based on the draft SOWs previously provided immediately.

Response to December 23 Letter

We are also in receipt of your letter of December 23, 2020 wherein you set out various heads of alleged breach of contract on the part of UrtheCast and its Geosys subsidiaries. UrtheCast acknowledges non-payment of the Second Installment contemplated by the Geosys Purchase Agreement. LOL and Winfield are stayed from taking any actions in respect of this matter. The fashion by which the non-payment will be addressed is a matter that will be before the CCAA Court on January 7, 2021.

UrtheCast disputes and denies the alleged breaches asserted under Section 4.7 of the LTLSA. There have been no lapses in Service Level performance at any time. To the contrary, LOL has confirmed in writing that the Geosys entities have continued to exceed service level expectations throughout.

UrtheCast also disputes and denies the alleged breaches asserted under Section 3.4 and 3.5 of the ISLA. With respect to amounts owing to Microsoft in arrears for the pre-petition period prior to the commencement of insolvency proceedings, these payments are currently stayed in accordance with French insolvency law. Pre-petition amounts owing to Microsoft will be repaid in accordance with a plan of continuation to be filed in the French *redressement judiciaire* ("RJ") proceedings. The Geosys entities have and will continue to remain current on amounts invoiced during the pendency of the RJ proceedings, including with respect to the invoice issued by Microsoft for services provided up to December 31, 2020.

With respect to ISLA s. 3.5, UrtheCast has not missed any specified delivery deadlines.

LOL is reminded that none of its agreements with UrtheCast provide a deadline or outside date for the occurrence of the Second Closing contemplated by the Purchase Agreement. To be abundantly clear, there is no basis for LOL or Winfield to assert that UrtheCast is now or ever will be in breach of the



December 24, 2020

Page 4

timelines established by the Joint Development Committee, which, pursuant to ISLA s. 3.4 operates only to "facilitate discussions and ensure effective planning and coordination" (3.4(c)(ii)), and does "not have the authority to independently amend the terms and conditions" of the ISLA (3.4(c)(vii)).

An order under CCAA s.11.3 is appropriate and mandated in these circumstances, and there is nothing in the applicable agreements or on the facts preventing UrtheCast from obtaining it, LOL's complaints notwithstanding.

Finally, in light of LOL's stated intention to find a new business partner, LOL is reminded of its obligations pursuant to the Non-Competition and Non-Solicitation Agreement between LOL and UrtheCast executed along with the Geosys Purchase Agreement (the "**Non-Competition Agreement**"). UrtheCast expressly reserves all rights and remedies against LOL in connection with the Non-Competition Agreement and otherwise, and hereby demands LOL's strict performance and observance of the Non-Competition Agreement at all times.

Yours truly,

A handwritten signature in blue ink, appearing to read 'D. Gruber', is positioned above the printed name.

David Gruber

CC: Mike Bell, Philippe Mendelson (Ernst & Young Inc.)
Colin Brousson, Jeffrey Bradshaw (DLA Piper LLP)
Robert Richardson, Sean F. Collins, Jonathan See (McCarthy Tetrault LLP)



This is **Exhibit "N"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020

A handwritten signature in black ink, consisting of a stylized 'A' followed by a large, sweeping loop.

A Commissioner for taking Affidavits in and for
the Province of British Columbia

URTHECAST CORP.

as Vendor

- and -

1262743 B.C. LTD.

as Purchaser

ASSET PURCHASE AGREEMENT

November 23, 2020

ASSET PURCHASE AGREEMENT

This asset purchase agreement is made as of November 23, 2020, between UrtheCast Corporation, a corporation governed by the laws of the Province of Ontario (collectively, the "**Vendor**") and 1262743 B.C. Ltd., a corporation governed by the laws of the Province of British Columbia (the "**Purchaser**").

RECITALS:

- (1) Pursuant to the Initial Order, among other things, the Vendor obtained relief under the CCAA on September 4, 2020 and Ernst & Young Inc. was appointed as monitor of the Vendor's CCAA Proceedings;
- (2) Pursuant to the SISP Order, the Vendor, with the assistance and supervision of the Monitor, was empowered to carry out the Sale Process in accordance with its terms; and
- (3) The Vendor, with the consent and support of the Monitor, desires to sell the Purchased Assets, and the Purchaser has agreed to purchase such assets subject to the terms and conditions set forth in this Agreement, the Sale Process and the applicable provisions of the CCAA.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor and the Purchaser agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

In this Agreement and the recitals above, the following terms have the following meanings:

"Affiliate" has the meaning given to the term "affiliate" in the *Canada Business Corporations Act*.

"Agreement" means this asset purchase agreement, as amended from time to time in accordance with the terms hereof.

"Applicable Law" means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order, in each case, having the force of law, that applies in whole or in part to such Person, property, transaction or event.

"Approval and Vesting Order" means an order by the Court substantially in the form attached hereto as Schedule "E" authorizing the Transaction and vesting the Purchased Assets in the Purchaser (or as it may direct), which order, if applicable, shall include the provisions contemplated in the definition of "Transition Services Agreement".

"Assignment Order" means an order or orders of the Court pursuant to section 11.3 of the CCAA and other applicable provisions of the CCAA, in form and substance satisfactory to the Purchaser and the Vendor, each acting reasonably, authorizing and approving (i) the assignment of any Consent Required Contract for which a consent, approval or waiver necessary for the assignment of such Consent Required Contract has not been obtained, (ii) the prevention of any counterparty to such Consent Required Contracts from exercising any right or remedy under such Consent

Required Contracts by reason of any defaults arising from the CCAA Proceedings or the insolvency of the Vendor, and (iii) the vesting in the Purchaser (or as it may direct) of all right, title and interest of the Vendor in such Consent Required Contracts.

"Assumed Obligations" has the meaning set out in Section 2.4.

"Benefit Plans" means all oral or written plans, arrangements, agreements, programs, policies, practices or undertakings of the Vendor with respect to some or all of the Employees and which provide for or relate to (i) bonus, profit sharing or deferred profit sharing, performance compensation, deferred or incentive compensation, supplemental retirement arrangements, share compensation, share purchase or share option, share appreciation rights, phantom stock, vacation or vacation pay, sick pay, employee loans, or any other compensation in addition to salary; or (ii) insured or self-insured benefits for or relating to income continuation or other benefits during absence from work (including short term disability, long term disability and workers compensation), hospitalization, health, welfare, legal costs or expenses, medical or dental treatments or expenses, life insurance, accident, death or survivor's benefits, supplementary employment insurance, day care, tuition or professional commitments or expenses and perquisites or similar employment benefits.

"Books and Records" means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by, and in the possession of the Vendor, in connection with the ownership, or operation of the Purchased Assets, including the Contracts, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, credit records, records relating to suppliers and other data, in each case, relating to the Purchased Assets, and, for greater certainty, excluding the minute books and corporate records of the Vendor.

"Business Day" means a day on which banks are open for business in Vancouver, British Columbia but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"CCAA" means the *Companies' Creditors Arrangement Act* (Canada).

"CCAA Proceedings" means the proceedings to be commenced by the Vendor and certain of its Affiliates under the CCAA.

"Claims" means any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, chose in or cause of action, suit, default, assessment, litigation, third party action, arbitral proceeding or proceeding by or before any Person.

"Closing" means the successful completion of the Transaction.

"Closing Date" means December 31, 2020 or such other earlier date as may be agreed to in writing by the Parties.

"Closing Time" means 10:00 a.m. (Vancouver time) on the Closing Date.

"Consent Required Contract" has the meaning set out in Section 2.2(a).

"Contracts" means all of the contracts and other written agreements to which the Vendor is a party constituting part of the Purchased Assets identified in writing by the Purchaser on or before Closing, including, for greater certainty, all contracts listed in Appendix I to Schedule "A" or Schedule "B" to this Agreement, provided that any such scheduled contracts may, upon the election of the Purchaser made prior to Closing, be designated as Excluded Assets.

"Court" means the Supreme Court of British Columbia.

"Cure Costs" means all amounts required to be paid pursuant to section 11.3 of the CCAA to effectuate, pursuant to the CCAA, the assignment by the Vendor and assumption by the Purchaser of Consent Required Contracts under the Assignment Order and to otherwise satisfy all requirements imposed by section 11.3 of the CCAA.

"Deposit" has the meaning ascribed thereto in Section 3.2(a).

"Employee" means an individual who is employed by the Vendor, whether on a full-time or a part-time basis, whether active or inactive as of the Closing Date, and includes an employee on short term or long term disability leave.

"Encumbrances" means any security interest, lien, claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, adverse claim or right of a third party of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease).

"Excise Tax Act" means the *Excise Tax Act* (Canada).

"Excluded Assets" means all of the Vendor's right, title and interest, in and to those assets and rights set forth in Schedule C.

"Excluded Equipment" means any equipment or machinery and any parts and components thereof, that are Excluded Assets.

"GoC Consent Condition" means the consent of any Governmental Authority to the transfer of any Purchased Assets to the Purchaser, to the extent that such consent is required.

"Governmental Authority" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

"Income Tax Act" means the *Income Tax Act* (Canada).

"Initial Order" means the order of the Court dated September 4, 2020 as amended and restated pursuant to subsequent Court orders dated September 14, 2020, September 23, 2020, and October 15, 2020, and as may be further amended and/or restated from time to time.

"Intellectual Property" means all intellectual property included in the Purchased Assets, and all rights of the Vendor therein, including all claims for past infringement, worldwide, whether registered or unregistered, including without limitation:

- (a) all patents, patent applications and other patent rights, including provisional and continuation patents;
- (b) all registered and unregistered trade-marks, service marks, logos, slogans, corporate names, business names and other indicia of origin, and all applications and registrations therefor;
- (c) registered and unregistered copyrights and mask works, including all copyright in and to computer software programs and applications and registrations of such copyright;
- (d) industrial designs; and
- (e) trade secrets and proprietary information not otherwise listed in (a) through (d) above, including, without limitation, all inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), confidential information, technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, mask works, circuit topography, formulae, methods (whether or not patentable), designs, processes, procedures, technology, business methods, source codes, object codes, computer software programs (in either source code or object code form), databases, data collections and other proprietary information or material of any type, and all derivatives, improvements and refinements thereof, howsoever recorded or unrecorded.

"Interim Lending Facility" has the meaning ascribed thereto in the Third Amended and Restated Initial Order made in the CCAA Proceedings on October 16, 2020.

"KACST Related Assets" means those assets listed in Schedule "B" hereto.

"Monitor" means Ernst & Young Inc., in its capacity as the monitor of the Vendor's CCAA Proceedings.

"Monitor's Certificate" means the certificate of the Monitor contemplated by the Approval and Vesting Order certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Parties that all conditions of Closing have been satisfied or waived by the applicable Parties and that the Monitor has received the Purchase Price, substantially in the form attached hereto as Schedule "F".

"Ordinary Course of Business" means the ordinary course of business of the Vendor with respect to the Purchased Assets consistent with the conduct of such business on the date hereof and consistent with the Orders of the Court in the CCAA Proceedings.

"Outside Date" means December 31, 2020.

"Party" means each of the Purchaser and the Vendor.

"Permitted Encumbrances" means those Encumbrances set forth in Schedule "D".

"Person" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

"Purchase Price" means \$1,225,000.00.

"Purchased Assets" means the Books and Records, all of the SAR Assets and the KACST Related Assets, including without limitation, the Intellectual Property, but, for greater certainty, shall exclude all Excluded Assets.

"Purchaser" has the meaning set out in the recitals hereto.

"Representative" means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party's Affiliates.

"Sale Process Order" means the order of the Court dated October 16, 2020, among other things, approving the Sale Process.

"Sale Process" means the Court-approved sale process attached as Schedule C to the Sale Process Order.

"Sales Tax Legislation" means Part IX of the *Excise Tax Act* and the regulations made under such legislation, together with any similar or comparable legislation of any province of Canada imposing a goods and services, sales or other value-added tax.

"Sales Taxes" means all taxes imposed under Sales Tax Legislation.

"SAR Assets" means those assets listed in Schedule "A" hereto.

"Transaction" means the transaction of purchase and sale contemplated by this Agreement.

"Transfer Taxes" means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including Sales Taxes but excluding any taxes imposed or payable under the Income Tax Act and any other applicable income tax legislation.

"Transition Services Agreement" means an agreement between the Purchaser and the Vendor (which for purposes of the Transition Agreement shall include and be binding upon a receiver or trustee in bankruptcy of the Vendor pursuant to the Approval and Vesting Order or other order of the Court acceptable to the Purchaser), pursuant to which the Vendor shall provide the Purchaser, at the Purchaser's expense, with such transition services as may reasonably be requested by the Purchaser after the Closing Date to give effect to the transaction contemplated by this Agreement, including without limitation, to continue the employment of any Transition Employees after the Closing Date as may be requested by the Purchaser.

"Transition Employees" means the Employees of the Vendor designated by the Purchaser not less than ten Business Days before the Closing Date to remain employed by the Vendor after the Closing Date, for the period(s) and on the terms set out in the Transition Services Agreement.

"Vendor" has the meaning set out in the recitals hereto.

Section 1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 1.3 General Construction.

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

Section 1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings.

Section 1.5 Currency

All references in this Agreement to dollars, monetary amounts or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.6 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

Section 1.7 Schedules

The following Schedules are incorporated in and form part of this Agreement:

Schedule "A" – SAR Assets

Schedule "B" – KACST Related Assets

Schedule "C" – Excluded Assets

Schedule "D" – Permitted Encumbrances

Schedule "E" – Form of Approval and Vesting Order

Schedule "F" – Form of Monitor's Certificate

Schedule "G" – Purchase Price Allocation

ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

Section 2.1 **Sale and Purchase of Assets**

Subject to the terms and conditions hereof, at the Closing Time, the Vendor hereby agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances) pursuant to the Approval and Vesting Order.

Section 2.2 **Assignment of Contracts**

In the event that there are any Contracts which are not assignable in whole or in part without the consent, approval or waiver of another party or parties to them and such consents, approvals or waivers have not yet been obtained as of the Closing Date, then:

- (a) nothing in this Agreement will be construed as an assignment of any such Contract (each a "**Consent Required Contract**");
- (b) until the Approval and Vesting Order is granted, the Vendor shall use its commercially reasonable efforts to obtain any such consent, approval or waiver and the Purchaser shall provide its reasonable cooperation to assist the Vendor in obtaining any such consent, approval or waiver;
- (c) if any consent, approval or waiver is not obtained for any Consent Required Contract prior to the service of the motion for the Approval and Vesting Order, the Purchaser may request that the Vendor bring a motion to the Court for issuance of an Assignment Order with respect to such Consent Required Contracts together with the motion for the Approval and Vesting Order; and
- (d) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained or the assignment of such Contract has been ordered by the Court, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing.

With respect to each Consent Required Contract, subject to Closing and to either (i) the consent of the other parties thereto to the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, in addition to its other obligations under this Agreement, the Purchaser shall pay the applicable Cure Costs, if any, related to such Consent Required Contract on Closing.

Section 2.3 **"As is, Where is"**

The Purchaser acknowledges that the Vendor is selling the Purchased Assets on an "as is, where is" basis as they shall exist as at the Closing Time. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets. No representation, warranty or condition is expressed or can be implied as to title, Encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and have been waived by the Purchaser. The description of the Purchased Assets contained in the Schedules is for purpose of identification only. Except as otherwise

provided in Section 4.2, no representation, warranty or condition has or will be given by the Vendor concerning completeness or accuracy of such descriptions.

Section 2.4 Assumed Obligations

The Purchaser shall assume and perform, discharge and pay when due the following obligations and liabilities of the Vendor (the "**Assumed Obligations**") after the Closing:

- (a) all debts, liabilities and obligations under the Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after the Closing Time;
- (b) the obligation and liability of the Vendor to pay Cure Costs, if any, in respect of any Contract; and
- (c) all debts, liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time.

Section 2.5 Excluded Obligations

Other than the Assumed Obligations, the Purchaser shall not assume and shall not be liable, directly or indirectly, or otherwise responsible for any debts, liabilities or other obligations of the Vendor, including, without limiting the generality of the foregoing:

- (a) all debts, liabilities, obligations or Claims related to any Benefit Plans, Employees or any Excluded Asset;
- (b) all debts, liabilities and obligations related to any Purchased Asset arising out of or related to the period prior to the Closing Time;
- (c) all obligations and liabilities owing by the Vendor to any Affiliate;
- (d) all debts, liabilities and obligations for or related to any obligation for any taxes that are not expressly assumed by the Purchaser; and
- (e) all debts, liabilities and obligations of the Vendor arising under this Agreement (other than any Transfer Taxes that may be imposed on the Vendor in accordance with Section 3.3).

ARTICLE 3 PURCHASE PRICE

Section 3.1 Purchase Price

The Purchaser shall pay the Purchase Price to the Monitor on behalf of the Vendor in accordance with Section 3.2. The Purchase Price shall be allocated on Closing amongst the Purchased Assets in accordance with the allocation set out on Schedule "F", provided that such allocation may be amended by the Purchaser, on written notice to the Vendor, prior to Closing. The Purchaser and Vendor agree that they will make all relevant tax and other filings in accordance with such Purchase Price allocation. For greater certainty, the value of the Assumed Obligations has been taken into account with respect to the determination of the aggregate Purchase Price payable pursuant to this Article 3 and the assumption of such Assumed Obligations by the Purchaser does not constitute separate or additional consideration hereunder in respect of the Purchased Assets.

Section 3.2 Satisfaction of Purchase Price

The Purchase Price is to be paid and satisfied as follows:

- (a) the sum of \$150,000.00 has been paid by the Purchaser to the Monitor as a deposit (the “**Deposit**”) to be held in trust until the Closing Date and credited, at that time, towards the Purchase Price payable on Closing; and
- (b) provided that all conditions precedent to Closing have been satisfied or waived in accordance with Article 6, the balance of the Purchase Price, after crediting the Deposit, shall be paid and satisfied on Closing by wire transfer in immediately available funds paid to the Monitor or as the Monitor may direct in writing, provided that the Purchaser may also satisfy such balance of the Purchase Price, in part or in whole, by release of its claim to any amount, or any portion of any amount, to be repaid in respect of the Vendor’s indebtedness to the Purchaser under the Interim Lending Facility.

Section 3.3 Transfer Taxes

The Parties agree that:

- (a) the Purchase Price is exclusive of any and all Transfer Taxes and any Transfer Taxes incurred or imposed in connection with the purchase and sale of the Purchased Assets contemplated by this Agreement (including for greater certainty where the election pursuant to section 167 of the Excise Tax Act contemplated in paragraph (b) is not or cannot be validly made) shall be borne by the Purchaser and the Parties agree to attend to the remittance thereof in accordance with Applicable Law; and
- (b) if applicable, at the request of the Purchaser, the Vendor agrees to jointly pursuant to section 167 of the Excise Tax Act, provided that such election shall be prepared by the Purchaser and filed by the Purchaser in prescribed form and within the time limits contained in the Excise Tax Act with the appropriate Government Authority. The Purchaser shall indemnify the Vendor for any Sales Tax, interest and penalties applicable to the Vendor caused by or relating to the Purchaser’s failure to file such valid election or where such election cannot or is not validly made. If applicable, and if requested by the Purchaser, the Vendor shall make a joint election(s) to have the rules in subsection 20(24) of the Income Tax Act, and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply to the obligations of the Vendor in respect of undertakings which arise from the operation of the business to which the Purchased Assets related and to which paragraph 12(1)(a) of the Income Tax Act applies.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Section 4.1 Purchaser's Representations

The Purchaser represents and warrants to the Vendor as of the date hereof and acknowledges that, as of the Closing Time, the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

- (a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation and has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder;
- (b) the Purchaser has the requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereunder;
- (c) neither the execution of this Agreement nor the performance by the Purchaser of the Transaction will violate the Purchaser's constating documents, any agreement to which the Purchaser is bound, any judgment or order of a court of competent jurisdiction or any Governmental Authority, or any Applicable Law. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement is a valid and binding obligation of the Purchaser enforceable in accordance with its terms; and
- (d) the Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

Section 4.2 Vendor's Representations

The Vendor represents and warrants to the Purchaser as of the date hereof and as of the Closing Time as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) the Vendor is a corporation duly incorporated, organized and subsisting under the laws of its respective jurisdiction of incorporation;
- (b) the Vendor is not a non-resident of Canada for purposes of the Income Tax Act;
- (c) as of the date hereof, to the best of the Vendor's actual knowledge, and without investigation, no notices of termination have been received by the Vendor under any customer or vendor contracts of the Vendor;
- (d) subject to obtaining the Approval and Vesting Order and, if applicable, the Assignment Order, the Vendor have the requisite power and authority to enter into this Agreement and to complete the Transaction contemplated hereunder; and
- (e) no Affiliate of the Vendor has any right, title or interest in or to the Purchased Assets that will not be vested out by the Approval and Vesting Order.

Section 4.3 Limitations

With the exception of the Vendor's representations and warranties in Section 4.2 and the Purchaser's representations and warranties in Section 4.1, neither of the Vendor or the Purchaser, or their respective Representatives, nor any of their respective officers, directors or Employees make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect

of the Vendor, the Purchaser, or the Purchased Assets or the sale and purchase of the Purchased Assets pursuant to this Agreement.

ARTICLE 5 COVENANTS

Section 5.1 Conduct of Business in the Ordinary Course

- (1) The Vendor shall use commercially reasonable efforts to conduct its business in the Ordinary Course of Business except to the extent required to allow the Vendor to comply with its obligations under this Agreement, subject in all cases to any limitation imposed by being subject to CCAA Proceedings and any Court order.
- (2) Without limiting the generality of Section 5.1(1), the Vendor shall:
 - (a) remain in possession of the Purchased Assets until Closing, use the Purchased Assets only in the Ordinary Course of Business and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof, other than ordinary wear and tear and other than replacements, dispositions, modifications or maintenance in the Ordinary Course of Business;
 - (b) not dispose of any of the Purchased Assets, without the prior written consent of the Purchaser,
 - (c) not disclaim any Contract that is materially applicable to the Purchased Assets without the prior written consent of the Purchaser; and
 - (d) not enter into any material contract or other material written agreement in respect of any of the Purchased Assets; except, in each case, with the prior written consent of the Purchaser, such consent not to be unreasonably withheld, or an order of the Court, and provided that such consent of the Purchaser shall be deemed to have been given with respect to any request for such a consent to which the Purchaser fails to respond within five (5) Business Days after such request is made.
- (3) Subject to Applicable Law, until the Closing Date the Vendor shall (a) upon reasonable notice, permit the Purchaser and its employees, agents, counsel, accountants or other representatives, to have reasonable access during normal business hours to (i) the Purchased Assets, including all Books and Records whether retained by the Vendor or otherwise, (ii) all Contracts, and (iii) the senior personnel of the Vendor, so long as the access does not unduly interfere with the ordinary conduct of the Vendor's business; and (b) furnish to the Purchaser or its employees, agents, counsel, accountants or other such representatives such financial and operating data and other information with respect to the Purchased Assets as the Purchaser from time to time reasonably requests.
- (4) The Vendor, with the assistance of the Monitor, shall provide an estimate of the total amount payable by the Purchaser on Closing, including the Purchase Price and any Cure Costs, to the Purchaser and all other interested parties one week prior to the bid deadline.

Section 5.2 Actions to Satisfy Closing Conditions

The Vendor agrees to take all commercially reasonable actions so as to ensure compliance with all of the conditions set forth in Section 6.1 and Section 6.3.

**ARTICLE 6
CONDITIONS PRECEDENT****Section 6.1 Conditions Precedent in favour of the Purchaser**

- (1) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed:
 - (a) all representations and warranties of the Vendor contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;
 - (b) the Vendor shall have performed in all material respects its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 7.3;
 - (c) all stays of proceedings provided for in the CCAA Proceedings, including in any Court orders granted therein, shall have remained in effect as at the Closing Time except where any such stay is terminated or lifted or amended in a manner which is not materially prejudicial to the Purchaser or which does not materially adversely affect the Purchaser's rights under this Agreement or the Purchased Assets;
 - (d) the GoC Consent Condition shall have been satisfied; and
 - (e) the Vendor shall have entered into a Transition Services Agreement on terms acceptable to the Purchaser, acting reasonably.
- (2) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 6.1 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in Section 6.1 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendor to terminate this Agreement.

Section 6.2 Conditions Precedent in favour of the Vendor

- (1) The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed:
 - (a) all representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date; and

- (b) the Purchaser shall have performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 7.2.
- (2) The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 6.2 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set forth in Section 6.2 is not satisfied or performed on or prior to the Outside Date, the Vendor may elect on written notice to the Purchaser to terminate the Agreement.

Section 6.3 Conditions Precedent in favour of both the Purchaser and the Vendor

- (1) The obligations of the Vendor and the Purchaser to complete the Transaction are subject to the following conditions being fulfilled or performed:
 - (a) the Approval and Vesting Order shall have been obtained and shall not have been stayed, varied, or vacated;
 - (b) the Transition Services Agreement shall have been approved by the Court, including without limitation an order making the Transition Services Agreement binding on a trustee in bankruptcy of the Vendor;
 - (c) no order shall have been issued by a Governmental Authority which restrains or prohibits the completion of the Transaction; and
 - (d) no motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (2) The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser. If the conditions set out in this Section 6.3 are not satisfied performed or mutually waived on or before the Outside Date, any Party shall have the option to terminate this Agreement upon written notice to the other Parties.

ARTICLE 7 CLOSING

Section 7.1 Closing

Subject to the conditions set out in this Agreement, the completion of the Transaction shall take place at the Closing Time at the Vancouver offices of Bennett Jones LLP, or as otherwise determined by mutual agreement of the Parties in writing and the Parties shall exercise commercially reasonable efforts to cause Closing to occur at the Closing Time.

Section 7.2 Purchaser's Deliveries on Closing

At or before the Closing Time, the Purchaser shall execute and deliver, or arrange for the delivery, as the case may be, to the Vendor the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) the Purchase Price in accordance with Section 3.2;
- (b) payment of Transfer Taxes required by Applicable Law to be collected by the Vendor, and, if applicable, the election referred to in Section 3.3(b) executed by the Purchaser;
- (c) an executed assignment and assumption agreement evidencing the assumption by the Purchaser of the Assumed Obligations;
- (d) an executed assignment agreement evidencing the assumption by the Purchaser of all Intellectual Property;
- (e) an executed Transition Services Agreement, in a form satisfactory to the Purchaser and the Vendor, each acting reasonably;
- (f) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all respects the covenants to be performed by it prior to the Closing Time; and
- (g) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

Section 7.3 Vendor's Deliveries on Closing

At or before the Closing Time, the Vendor shall execute and deliver, or arrange for the delivery, as the case may be, to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (b) the Approval and Vesting Order;
- (c) a bill of sale for the Purchased Assets, in a form satisfactory to the Purchaser, acting reasonably;
- (d) an executed assignment and assumption agreement evidencing the assignment by the Vendor of the Assumed Obligations to the Purchaser;
- (e) an executed assignment agreement evidencing the assignment by the Vendor of all Intellectual Property to the Purchaser;
- (f) an executed Transition Services Agreement, in a form satisfactory to the Purchaser and the Vendor, each acting reasonably;
- (g) a true and complete copy of all Assignment Orders, if applicable, entered by the Court;
- (h) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendor contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendor have performed in all material respects the covenants to be performed by them prior to the Closing Time;

- (i) if applicable, the election referred to in Section 3.3(b) executed by the Vendor;
- (j) the executed Monitor's Certificate; and
- (k) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

Section 7.4 Possession of Assets

- (1) On Closing, the Purchaser shall take possession of the Purchased Assets where situated at Closing. The Purchaser acknowledges that the Vendor has no obligation to deliver physical possession of the Purchased Assets to the Purchaser. In no event shall the Purchased Assets be sold, assigned, transferred or sent over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied or waived by the Purchaser or Vendor, as applicable, and the Purchaser has satisfied all delivery requirements outlined in Section 7.2. The Purchaser shall promptly notify the Vendor of any Excluded Assets which may come into the possession or control of the Purchaser, whether before or after Closing, and thereupon shall promptly release such Excluded Assets to the Vendor, or to such other Person as the Vendor may direct in writing and, for greater certainty, title shall not be deemed to vest to the Purchaser in respect of any Excluded Assets.
- (2) The Purchased Assets shall be and remain until Closing at the risk of the Vendor. In the event of material (exceeding \$100,000) damage by fire or other hazard to the Purchased Assets or any part thereof occurring before the Closing Date, the Vendor shall immediately advise the Purchaser thereof by notice in writing and the Purchaser may then, at its option, the Purchaser may decline to complete the Transaction. Such option will be exercised within 10 days after notification to the Purchaser by the Vendor of the occurrence of damage or destruction (or prior to the Closing Date if such occurrence takes place within 10 days of the Closing Date) in which event this Agreement will be terminated automatically and the Purchaser will be entitled only to a return of the Deposit, but without any other compensation. If the Purchaser does not exercise such option, it will complete the Transaction contemplated herein and will be entitled to an assignment of the proceeds of insurance, if any, referable to such damage or destruction. Where any damage or destruction is not material (not exceeding \$100,000), the Purchaser will complete the Transaction and will be entitled to an assignment of the proceeds of insurance, if any, referable to such damage or destruction provided that such damage or destruction is insured or, otherwise, to an agreed abatement.

Section 7.5 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct or as mutually agreed by the Vendor and the Purchaser.

Section 7.6 Termination

- (1) This Agreement shall automatically terminate at any time prior to the Closing Time by mutual written agreement of the Vendor and the Purchaser and on consent of the Monitor.
- (2) This Agreement may be terminated at any time prior to the Closing Time upon the occurrence of any of the following:
 - (a) a condition precedent has not been satisfied or waived pursuant to and in accordance with Article 6 and a Party entitled to terminate this Agreement as a result thereof has delivered

written notice of termination pursuant to Article 6 (provided that the terminating Party has not failed to satisfy a closing condition under this Agreement); or

- (b) Closing shall not have occurred on or prior to the Outside Date in accordance with Section 6.3 and any of the Parties shall have delivered written notice of termination to the other Parties terminating this Agreement as a result thereof (provided that the terminating Party has not failed to satisfy a closing condition under this Agreement).

Section 7.7 Effects of Termination and Closing

- (1) If this Agreement is terminated pursuant to Section 7.6, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further liability of any Party to the other except for the provisions of this Section 7.7 (Effects of Termination and Closing), each of which will survive termination, and the Purchaser will be entitled to have the Deposit returned without deduction.
- (2) If the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser. In that event, the Deposit made by the Purchaser will be forfeited to the Vendor and the Purchased Assets may be resold by the Vendor. Other than the Deposit, the Purchaser will have no further liability whatsoever, including for any deficiency arising upon any resale by the Vendor or any and all other damages or charges occasioned by or resulting from the default by the Purchaser.
- (3) Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the transactions contemplated herein.

ARTICLE 8 GENERAL

Section 8.1 Access to Books and Records

For a period of two years from the Closing Date or for such longer period as may be reasonably required for the Vendor (or any trustee in bankruptcy of the estate of the Vendor) to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Vendor (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Vendor, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

Section 8.2 Notice

- (1) Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

- (a) in the case of the Purchaser, as follows:

1262743 B.C. Ltd.
Suite 3907 – 1788 Gilmore Ave.
Burnaby, British Columbia V5C 0L5

Attention: Scott Larson
Email: slarson@intllaunch.com

With a copy to:

Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Attention: Ian Aversa and Sam Babe
Email: iaversa@airdberlis.com / sbabe@airdberlis.com

- (b) in the case of the Vendor, as follows:

UrtheCast Corp.

Attention: Don Osborne and Sai Chu
Email: dosborne@urthecast.com / schu@urthecast.com

With a copy to:

Bennett Jones LLP
2500-666 Burrard Street
Vancouver, British Columbia
V6C 2X8

Attention: Christian Gauthier and Jesse Mighton
Email: GauthierC@bennettjones.com /
MightonJ@bennettjones.com

- (c) in each case, with a further copy to the Monitor, as follows:

Ernst & Young Inc.
700 West Georgia Street
Vancouver, British Columbia
V7Y 1C7

Attention: Philippe Mendelson and Mike Bell
Email: philippe.mendelson@ca.ey.com /
mike.bell@ca.ey.com

- (2) Any such notice or other communication, if transmitted by email before 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on such Business Day, and if

transmitted by email after 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

- (3) Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

Section 8.3 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser.

Section 8.4 Survival

The representations and warranties of the Parties contained in this Agreement shall merge on Closing and the covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

Section 8.5 Personal Information

The Purchaser hereby acknowledges that it is aware, and that it will advise its Representatives, that privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada), applies to certain information that may be disclosed to the Purchaser and its Representatives pursuant to this Agreement and/or the Transaction. The Purchaser agrees to comply, and cause its Representatives to comply, with such privacy legislation in connection with any such information disclosed to it or any of them.

Section 8.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Section 8.7 Entire Agreement

This Agreement, the attached Schedules hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by all of the Parties.

Section 8.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

Section 8.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court.

Section 8.10 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

Section 8.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 8.12 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

Section 8.13 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no liability to the Parties in connection therewith. The Parties further acknowledge and agree that (i) upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived (other than the payments contemplated in Section 3.2 and the delivery of the executed Monitor's Certificate), the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation that all such funds have been received, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

Section 8.14 Monitor's Capacity

The Vendor and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Vendor, will have no liability, in its personal capacity or otherwise, in connection with this Agreement whatsoever as Monitor.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

PURCHASER:

1262743 B.C. LTD.

By: 

Name: Scott Larson

Title: President

VENDOR:

URTHECAST CORP.

By: _____

Name: _____

Title: _____

SCHEDULE "A"
SAR ASSETS

1. Source code (SW and FW) for AICU, DRFU, OBP and SOAP (See Appendix 2)
2. Manufacturing packages (See Appendix 3)
3. SAR Development Tools and Models (See Appendix 4)
4. Design documentation (See Appendix 5)
5. User manuals (See Appendix 6)
6. Patents (See Appendix 7)
7. On Board Processing (OBP) Development station and development boards (see Appendix 8)
8. Payload design workstations – 3x Solidworks workstations, 2x RF modelling workstations (for OBP workstations see Appendix 8)
9. Current hardware used for ongoing development and test
 - (a) DRFU EM boards (x2) and backplane (x1) currently used for development.
 - (b) AICU EM boards (x2) & backplane (x1) currently used for development.
 - (c) Spare Corporate Feed Assemblies (CFAs) for both EM001 and EM002 designs
 - (d) Left over consumables
10. Historical hardware
 - (a) Antenna early prototypes including Corporate Feed Assemblies (CFAs)
 - (b) DRFU prototype boards used for Flatsat (reduced IO, using Virtex 7 FPGA rather than US+)
 - (c) Transmit Receive Module (TRM) breadboards (x3) used for Flatsat testing. Not compatible with EM payload.
 - (d) Intermediate Frequency Control Unit (IFCU) breadboard used for Flatsat testing. Not compatible with EM payload.
 - (e) Antenna early prototypes of cores (P0, P2) and various other samples / test coupons
11. Various Ground Support Equipment (GSE)
 - (a) Hardline payload panel (reproduces antenna interface to allow EM electronics to be assembled and tested as a system without thermal constraints of real antenna)
 - (b) Wideband delay line for radar tests

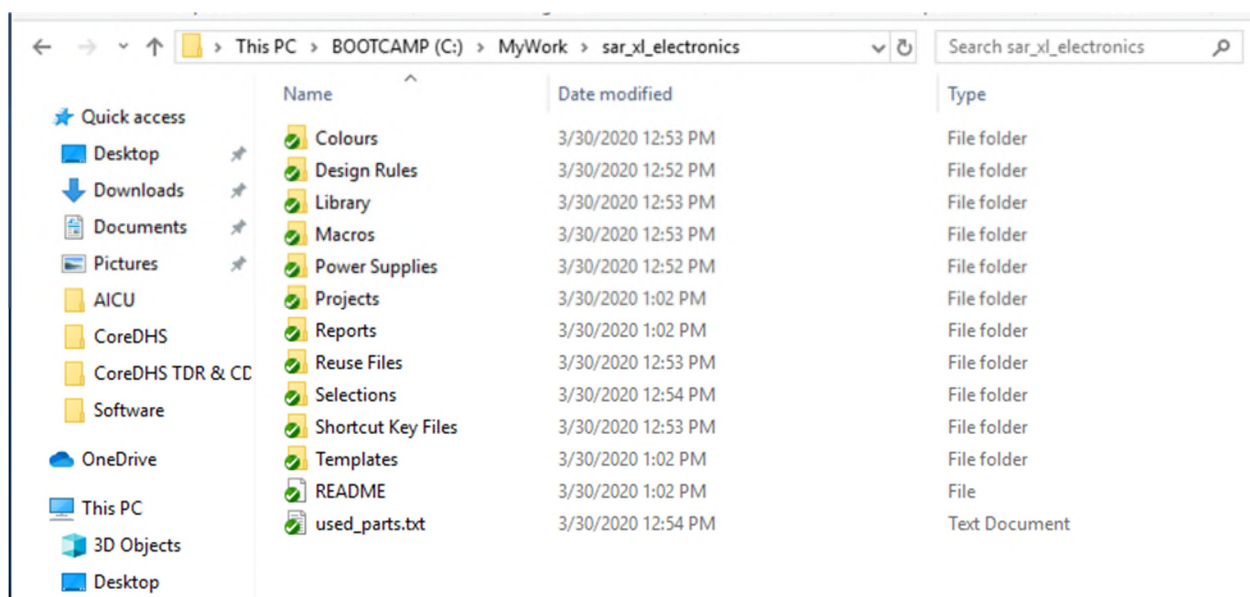
- (c) Antenna assembly jigs and GSE
 - (d) CFA test jigs
 - (e) DRFU and AICU assembly jigs & GSE
 - (f) 2nd portrait trolley (holding two payload panels or antennas side-by-side)
 - (g) Small manual crane (hoist intended for car engines, used for antenna and payload lifting)
 - (h) "Plastic payload" and supporting table – mock-up used for cable routing
 - (i) Mass representative models of TRMs and IFCU (used for modal test)
 - (j) NI box computer (used as PDHU until emulator was developed)
 - (k) Stereovision scope
 - (l) RF cables (for test)
 - (m) Phase shifters and unequal splitters used for range test (17 X-band, 17 L-band)
12. Lab furniture & fittings
- (a) ESD safe flooring (tiles, removable)
 - (b) Electronics workstation desks x8
 - (c) ESD safe chairs x2
 - (d) RF absorber anechoic wall
 - (e) Various benches, shelving
13. Lab tool chest – comprehensive kit of hand tools and small power tools
14. Small library of technical books and papers
15. Small prefab cleanroom (brand new) currently in storage

APPENDIX 1
TO SCHEDULE "A" – ASSUMED CONTRACTS

Customer	Description	Contract amount Cdn\$	Comments	Status	Type
CSA	CSA STDP On Board Processing	\$1,000,000	Contract signed - underway, ~\$650 K invoiced to date, will end March 2021	Ongoing	Contribution Agreement
CSA	CSA EOSC Study	\$350,000	Contract signed and underway (approx. \$50K invoiced to date) - options for a further \$650 K	Ongoing	Contract
DND	DG Space Stream 1 Fixed portion	\$692,661 including \$500k option	192K first task completed, option for up to \$500 K additional task, in process of defining \$500 K task for the Phase A for the demo mission	Ongoing	Contract

APPENDIX 2 TO SCHEDULE "A" – SOURCE CODE ITEMS

- I. SAR-XL modules software:
 1. AICU software
 2. DRFU software
 3. AICU/DRFU Common library
 4. TRM/IFCU Prototype software
 5. PDHU software
- II. Software Releases with binary artifacts (software/firmware)



Name	Date modified	Type	Size
100344, PCB, Suspended Stripline Test Coupon	3/30/2020 1:00 PM	File folder	
100353, AICU 1.1	3/30/2020 1:02 PM	File folder	
100455, PCB, SAR-XL L-Band Feed, Right-Hand	3/30/2020 12:59 PM	File folder	
100457, PCB, SAR-XL, L-Band Feed, Left-Hand	3/30/2020 12:59 PM	File folder	
100458 -BOND	3/30/2020 12:59 PM	File folder	
100459 -LID	3/30/2020 12:56 PM	File folder	
100506, PCB, SAR-XL, X-Band Feed, Inner 1to12	3/30/2020 1:00 PM	File folder	
100507, PCB, SAR-XL, X-Band Feed, Inner 1to8	3/30/2020 1:01 PM	File folder	
100508, PCB, SAR-XL, X-Band Feed, Outer 1to8 A	3/30/2020 1:00 PM	File folder	
100509, PCB, SAR-XL, X-Band Feed, Outer 1to8 B	3/30/2020 1:00 PM	File folder	
untitled	3/30/2020 1:00 PM	File folder	
UR11-000001	3/30/2020 12:55 PM	File folder	
UR11-000002	3/30/2020 12:55 PM	File folder	
UR11-000003	3/30/2020 12:55 PM	File folder	
UR11-000004	3/30/2020 12:56 PM	File folder	
UR11-000005	3/30/2020 12:57 PM	File folder	
UR11-000006	3/30/2020 12:57 PM	File folder	
UR11-000007	3/30/2020 12:58 PM	File folder	
UR11-000010	3/30/2020 1:00 PM	File folder	
UR11-000011	3/30/2020 1:00 PM	File folder	
UR11-000012	3/30/2020 1:00 PM	File folder	
UR11-000014	3/30/2020 1:00 PM	File folder	
UR11-000015	3/30/2020 1:00 PM	File folder	
UR11-000016	3/30/2020 1:00 PM	File folder	
UR11-000017	3/30/2020 1:00 PM	File folder	
UR11-000018	3/30/2020 1:01 PM	File folder	
UR11-000019	3/30/2020 1:01 PM	File folder	
UR11-000020	3/30/2020 12:55 PM	File folder	
UR11-000023	3/30/2020 12:57 PM	File folder	
UR11-000024	3/30/2020 12:57 PM	File folder	
UR11-000027	3/30/2020 12:58 PM	File folder	
UR11-000028	3/30/2020 12:58 PM	File folder	
UR11-000029	3/30/2020 12:58 PM	File folder	
UR11-000030	3/30/2020 1:00 PM	File folder	
X-bandPSU	3/30/2020 1:02 PM	File folder	
untitled.rin	3/30/2020 1:01 PM	RIN File	
4Layer.rif	3/30/2020 1:01 PM	RIF File	
4Layer.set	3/30/2020 1:02 PM	SET File	
100344-A.cpa	3/30/2020 1:00 PM	CADSTAR PCB Archive File	
Board Names.txt	3/30/2020 1:02 PM	Text Document	
idf.map	3/30/2020 12:58 PM	MAP File	
L19278.cpa	3/30/2020 1:00 PM	CADSTAR PCB Archive File	
stdio.tmp	3/30/2020 1:01 PM	TMP File	
temp.cpa	3/30/2020 1:00 PM	CADSTAR PCB Archive File	
Transcode Report.txt	3/30/2020 1:02 PM	Text Document	

III. EGSE Software:

1. TRM/IFCU CAN protocol test software
2. Daedalus test scripts
3. Equipment Control
4. Python common library
5. CANbus support library
6. CanSu2 library

7. SAR-DB generator
- IV. Documentation git repository
- V. On Board Processing (and Self Cueing) Source Code

Folder Name	Content	Description
.SimulinkProject		Metadata for Matlab SVN
R03_data		Intermediate data that MATLAB/Sysgen/Firmware uses
	F_sysgen_data	Data needed for sysgen models
	D_refs_data	Data needed for reference simulator
	B_tstsim_data	Test data needed by simulator
	A_conf_data	Configuration data
	G_test_data	Test data used by firmware
	E_tstvec_data	Test vectors made and used for sysgen
R03_matlab		MATLAB source code
	r03_tstdat_sim	Test data generator M code
	r03_config_gen	Configuration data generator M code
	r03_test_analysis	Test data analysis M code
	r03_test_vectors	Test time series vector generator
	r03_refs_sim	Reference simulator
R03_sysgen		Sysgen model simulink files
	r03_sysgen_config_common	Config. Handle block
	r03_sysgen_fpga1	Range compression sysgen files
	r03_sysgen_fpga2	Legacy BP azimuth processor sysgen files
	r03_sysgen_system	End to end L-band BP SAR processor
	r03_sysgen_rng_multilook	Range multi look sysgen files
	r03_sysgen_rmvu	Range mapping vectors sysgen files
R03_test_bench	C# source files	Test bench GUI source code
r03_vivado	Vivado and SDK Project	VHDL and FPGA netlist files of L-band SAR Processor

APPENDIX 3
TO SCHEDULE "A" – LIST OF MANUFACTURING PACKAGES (DRAWINGS, BILL OF MATERIALS, ETC.)

The manufacturing data for the EM SAR panels is stored in the UrtheCast PLM system (Aras Innovator). Presented below are Bills of Materials for a pair of SAR panels, one left and one right as output by the PLM. Each line item will include associated manufacturing and/or assembly drawing depending on the type of part (component or assembly).

The server with the Aras PLM software will be delivered as part of the sale. Note that the list below tables include only the two EM panels that have been built. There are a number of other prototype artifacts that have been designed and built that are not explicitly identified here but will be delivered as part of the Aras Server Delivery.

The Table below shows the BOM for the EM-SAR right panel of a panel pair.

Indenture Level						Part Number	Name
0						100562	EM2 - SAR PANEL RIGHT
	1					100432	DIN125, M4, A4
	1					100267	DIN125, M3, A4
	1					100415	DIN912, M3x0.5x6, A4-70
	1					100561	EM2 RADIATOR WITH DOUBLER ASSEMBLY
		2				100432	DIN125, M4, A4
		2				100522	EM2 RADIATOR WITH CORPORATE FEED ASSEMBLY
			3			URC-SPA-ASM-048	CROSS L-BAND ASSEMBLY
				4		UR11-000028	CROSS L-BAND PCB
				4		100523	SMPM SB MALE PCB MOUNT
			3			100524	L-BAND SMPM BULLET
			3			100456	PWA, SAR-XL L-BAND FEED, LEFT-HAND
				4		100457	PCB, SAR-XL L-BAND FEED, LEFT-HAND
					5	100457-X01	PCB, SAR-XL L-BAND FEED, LEFT-HAND - MID
					5	100457-X02	PCB, SAR-XL L-BAND FEED, LEFT-HAND - COVER COMP FAB
					5	100457-X03	PCB, SAR-XL L-BAND FEED, LEFT-HAND - COVER SOLD FAB
				4		100513	JSMA-F-S
				4		100514	JSMPPM-M-S
				4		100511	RM-100R-2%-1W5-0603W
				4		100512	RM-50R-2%-1W5-0603W
			3			100454	PWA, SAR-XL L-BAND FEED, RIGHT-HAND
				4		100513	JSMA-F-S
				4		100512	RM-50R-2%-1W5-0603W
				4		100514	JSMPPM-M-S

Indenture Level						Part Number	Name
				4		100511	RM-100R-2%-1W5-0603W
				4		100455	PCB, SAR-XL L-BAND FEED, RIGHT-HAND
					5	100455-X01	PCB, SAR-XL L-BAND FEED, RIGHT-HAND-MID
					5	100455-X02	PCB, SAR-XL L-BAND FEED, RIGHT-HAND-COVER SOLD FAB
					5	100455-X03	PCB, SAR-XL L-BAND FEED, RIGHT-HAND-COVER COMP FAB
			3			100558	EM2 - RADIATOR ASSEMBLY
				4		100557	EM2 - CENTRE SECTION POST-BRAZING PART
					5	100545	EM2 - FACE SHEET CENTRE SECTION
					5	URC-SPA-DRW-063	MINI X-BAND CAVITY - PIN HEAD
					5	URC-SPA-DRW-062	FULL SIZE X-BAND CAVITY - PIN HEAD
					5	100537	EM2 - CORE CENTRE SECTION
				4		100548	EM2 - END SECTION POST-BRAZING PART
					5	100547	EM2 - FACE SHEET END SECTION
					5	100538	EM2 - CORE END SECTION
				4		100515	ISO10642 M3x0.5x12 A4-70
				4		100516	DIN7984 M4x0.7x20 A4-70
				4		100433	DIN934 M4x0.7 A4-70
				4		URC-SPA-DRW-060	EM - CONNECTION STRIP
				4		100432	DIN125, M4, A4
				4		100379	LOCTITE EA9394 50 ML AERO DUAL CARTRIDGE
			3			100559	PWA, SAR-XL X-BAND FEED, INNER 1:12
				4		100506	PCB, SAR-XL X-BAND FEED, INNER 1:12
				4		100526	JSMP-M-S
				4		100553	JSMA-F-S
			3			100742	SMP FEMALE TO FEMALE ADAPTER - X-Band Bullet
			3			100743	SMP SB MALE CONNECTOR
			3			100412	DIN912, M2x0.4x8, A4-70
			3			100431	DIN125, M2, A4
			3			100565	PWA, SAR-XL X-BAND FEED, INNER 1:8
				4		100526	JSMP-M-S
				4		100553	JSMA-F-S
				4		100507	PCB, SAR-XL X-BAND FEED, INNER 1:8
			3			100573	PWA, SAR-XL X-BAND FEED, OUTER 1:8 A
				4		100526	JSMP-M-S
				4		100553	JSMA-F-S
				4		100508	PCB, SAR-XL X-BAND FEED, OUTER 1:8 A

Indenture Level					Part Number	Name
			3		100574	PWA, SAR-XL X-BAND FEED, OUTER 1:8 B
				4	100526	JSMP-M-S
				4	100553	JSMA-F-S
				4	100509	PCB, SAR-XL X-BAND FEED, OUTER 1:8 B
			3		100570	EM2 - CENTRE SECTION L-BAND CFA INSERT
			3		100569	EM2 - END SECTION L-BAND CFA EDGE INSERT
		2			100552	EM2 DOUBLER ASSEMBLY - RIGHT
			3		100551	EM2 DOUBLER - RIGHT
			3		100745	F-M3-2, M3x0.5, SS300
		2			100267	DIN125, M3, A4
		2			100429	DIN912, M4x0.7x10, A4-80
		2			100560	ISO10642 M4x0.7x8 A4-70
		2			100416	DIN912, M3x0.5x8, A4-70
		2			100744	ISO10642 M3x0.5x8 A4-70
	1				100556	EM - CENTER FLEXURE
	1				100554	EM - CORNER FLEXURE 1
	1				100555	EM - MIDDLE FLEXURE
	1				100568	EM - CORNER FLEXURE 2
	1				100704	EM2 CONNECTOR SUPPORT
	1				100705	EM2 BULKHEAD 1 BRACKET
	1				100706	EM2 BULKHEAD 2 BRACKET
	1				URC-SPA-ASM-089	DRFU DIGITAL RADIO FREQUENCY UNIT - DRFU ASSEMBLY
		2			100432	DIN125, M4, A4
		2			100267	DIN125, M3, A4
		2			100416	DIN912, M3x0.5x8, A4-70
		2			100429	DIN912, M4x0.7x10, A4-80
		2			URC-SPA-PRT-076	DRFU LID
		2			URC-SPA-PRT-078	BASE PLATE
		2			100415	DIN912, M3x0.5x6, A4-70
		2			100581	SKT HD CAPSCREW, M4 X 20 LG
		2			100583	DIN912, M4x0.7x8, A4-80
		2			100589	ANSIB18.6.3, 4-40, A4
		2			100594	DIN912, M3x0.5x14, A4-70
		2			URC-SPA-PRT-077	BACK PLANE CONNECTOR PLATE
		2			100426	DIN912, M3x0.5x30, A4-70
		2			100423	DIN912, M3x0.5x20, A4-70

Indenture Level						Part Number	Name
		2				100592	DIN912, M3x0.5x18, A4-70
		2				100738	D-SUB CONNECTOR PLATE
		2				100737	BACKPLANE SUPPORT FRAME
		2				100588	CONN ADAPT JACK-JACK SMPM 50 OHM
		2				100587	JACKSCREW, #4-40
		2				100586	DRFU PCA 2.0
			3			UR11-000001-2.0	DRFU PCB 2.0
			3			100143	CT-470U-20%-6V3-45MM-CAPD
			3			100145	CT-680U-10%-6V3-23MM-CAPE
			3			100603	CX-1N-C0G-5%-50V-0402
			3			100690	CX-1U-X5R-10%-25V-0402
			3			100158	CX-1U-X7R-10%-25V-0603
			3			100605	CX-1P2-C0G-10%-25V-0201
			3			100606	CX-3N9-C0G-5%-50V-0603
			3			100164	CX-4N7-C0G-5%-50V-0603
			3			100607	CX-4N7-X7R-10%-50V-0402
			3			100165	CX-4U7-X5R-10%-10V-0603
			3			100608	CX-6N8-C0G-5%-25V-0603
			3			100609	CX-10N-X7R-10%-10V-0201
			3			100610	CX-10N-X7R-10%-50V-0402
			3			100611	CX-10P-C0G-1%-25V-0201
			3			100153	CX-10U-X5R-20%-16V-0603
			3			100155	CX-10U-X7R-10%-16V-1206
			3			100160	CX-22N-X7R-10%-50V-0603
			3			100612	CX-22U-X5R-10%-10V-0805
			3			100161	CX-22U-X5R-10%-25V-1206
			3			100613	CX-27P-C0G-5%-50V-0402
			3			100614	CX-33P-C0G-5%-50V-0402
			3			100615	CX-47N-C0G-5%-25V-0805
			3			100616	CX-47U-X5R-20%-10V-1206
			3			100163	CX-47U-X7R-20%-10V-1210
			3			100617	CX-56P-C0G-1%-50V-0603
			3			100618	CX-100N-X5R-10%-16V-0201
			3			100146	CX-100N-X7R-10%-25V-0402
			3			100619	CX-100P-C0G-5%-25V-0201
			3			100620	CX-100P-C0G-5%-50V-0402
			3			100621	CX-100U-X5R-20%-16V-1210

Indenture Level					Part Number	Name
			3		100156	CX-150P-C0G-5%-50V-0603
			3		100622	CX-220N-C0G-5%-25V-1210
			3		100623	CX-220P-C0G-5%-50V-0201
			3		100624	CX-560P-C0G-5%-50V-0402
			3		100625	DL-LX0603GW-GRN-0603
			3		100169	D-BAS16-SOT23-3
			3		100168	D-BAS21-SOT-23
			3		100170	DS-1N5819HW-SOD-123
			3		100248	DZ-BZT52C5V1-SOD-123
			3		100626	DZ-BZT52C15-SOD123
			3		100627	FL-HPF-50-7900-FV1206-1
			3		100628	FL-LPF-50-1000-FV1206
			3		100629	FL-LPF-50-2250-FV1206
			3		100630	JDBS-F-S-9
			3		100632	JDBS-F-S-37
			3		100631	JDBS-M-S-9
			3		100633	JDBS-M-S-15
			3		100634	JHD-2M54-M-S-2x5
			3		100736	JHD-4M2-M-R-2X3
			3		100635	JSMA-F-S
			3		100636	JSMP-M-S
			3		100637	JSMPM-M-S
			3		100127	722-12
			3		100638	LFB-0A3-0R25-0603
			3		100639	LFB-0A5-0R17-0603
			3		100640	LFB-3A-120R-0603
			3		100187	LFB-2A-220R-0603
			3		100188	LFB-500M-600R-0603
			3		100641	LB-50R-100R-0805
			3		100642	LB-50R-200R-1008
			3		100643	LP-1U-24A-Nonstandard
			3		100174	IRF9310TRPBF
			3		100175	IRL6283MTRPBF
			3		100176	IRLML6401TRPBF
			3		100244	MMBT2222A
			3		100644	RM-0R5-1%-W8-0603
			3		100215	RM-1K-%1-W10-0603

Indenture Level					Part Number	Name
			3		100645	RM-1K-1%-W16-0402
			3		100217	RM-1K5-1%-W16-0402
			3		100216	RM-1K21-1%-W16-0402
			3		100646	RM-1K69-%1-W16-0402
			3		100647	RM-1K91-1%-W10-0402
			3		100648	RM-2K8-%1-W16-0402
			3		100649	RM-2K87-%1-W16-0402
			3		100650	RM-3K57-%1-W16-0402
			3		100651	RM-4K7-1%-W10-0402
			3		100652	RM-4K99-%1-W16-0402
			3		100653	RM-8K25-%1-W10-0603
			3		100206	RM-10K-%1-W10-0603
			3		100654	RM-10K-1%-W10-0402
			3		100655	RM-10K5-%1-W10-0603
			3		100656	RM-12R-1%-W10-0402
			3		100657	RM-13K3-%1-W10-0603
			3		100658	RM-16K2-%1-W5-0603
			3		100222	RM-22R-1%-W16-0402
			3		100659	RM-24K-%1-W10-0603
			3		100660	RM-24R9-1%-W20-0201
			3		100661	RM-25R-2%-1W5
			3		100225	RM-27K-1%-W10-0603
			3		100662	RM-30K1-%1-W10-0603
			3		100663	RM-37K9-%1-W8-0603
			3		100664	RM-40K2-%1-W10-0603
			3		100665	RM-47K-1%-W16-0402
			3		100232	RM-49R9-1%-W10-0402
			3		100666	RM-49R9-1%-W20-0201
			3		100667	RM-59K7-%1-W10-0603
			3		100668	RM-60K4-%1-W10-0603
			3		100669	RM-71K5-%1-W10-0603
			3		100670	RM-100K-1%-W10-0402
			3		100205	RM-100R-1%-W16-0402
			3		100671	RM-100R-1%-W20-0201
			3		100672	RM-120K-%1-W10-0603
			3		100211	RM-121K-%1-W10-0603
			3		100673	RM-127R-1%-W10-0402

Indenture Level					Part Number	Name
			3		100214	RM-150R-1%-W10-0402
			3		100220	RM-200R-1W-W16-0402
			3		100223	RM-240R-1%-W10-0402
			3		100228	RM-330R-1%-W10-0603
			3		100230	RM-470R-1%-W16-0402
			3		100234	RM-560R-1%-W10-0402
			3		100674	RM-619R-%1-W16-0402
			3		100675	RM-698R-1%-W10-0402
			3		100676	RM-R002-1%-1W-1206
			3		100677	RM-R02-1%-1W-1632
			3		100239	RN-22R-5%-W16-1X4-1206
			3		100200	RK-R02-1%-5W-SMD
			3		100678	RK-R005-1%-3W-3637
			3		100129	74AHCT1G08GW,125
			3		100130	74ALVC164245DGG:11
			3		100133	74LVCH245APW,118
			3		100135	AD7927BRUZ
			3		100679	AD9234BCPZ-1000
			3		100136	ADCLK948BCPZ
			3		100680	AMMP-6220-BLK
			3		100681	DAC38J84IAAV
			3		100171	DS18S20Z+
			3		100190	LM397MF/NOPB
			3		100191	LMK04828BISQE/NOPB
			3		100682	LMX2592RHAT
			3		100683	LTC2449IUHF#PBF
			3		100193	LTM4620AIY#PBF
			3		100194	M2S090T-1FGG484I
			3		100195	MAX1510ETB+T
			3		100196	MAX4376FAUK+T
			3		100251	MAX6034AEXR25+T
			3		100684	MAX6034AEXR41+T
			3		100197	MAX6627MKA#TG16
			3		100685	MGA-725M4-BLK
			3		100198	MT29F256G08AUCABH3-10ITZ:A
			3		100199	MT41K256M16HA-125 IT:E
			3		100686	MTFC32GAKAENA-4M IT

Indenture Level					Part Number	Name
			3		100687	SN65MLVD047APW
			3		100240	SN65MLVD204AD
			3		100241	TJA1051T/3,112
			3		100242	TPS7A4700RGWT
			3		100688	TPS74401RGWT
			3		100689	XCVU7P-FLVB2104-1-I
			3		100249	100M-SMD4
			3		100126	29M4912-SMT4
			3		100121	100M-SMT4
			3		100124	156M25-SMT6
		2			100585	DRFU Backplane PCA 1.0
			3		100690	CX-1U-X5R-10%-25V-0402
			3		100637	JSMPPM-M-S
			3		100205	RM-100R-1%-W16-0402
			3		100645	RM-1K-1%-W16-0402
			3		100691	JDIFF-4M-M-S-2X8
			3		100692	JSMA-F-S
			3		100208	RM-10K-1%-W16-0402
			3		100693	TQP4M0008
			3		UR11-000012-1.0	DRFU Backplane PCB 1.0
		2			URC-SPA-PRT-187	DRFU BACKPLANE PEEL-AWAY SHIM
	1				100453	DIN912, M4x0.7x16, A4-80
	1				100741	DIN912, M3x0.5x5, A4-70
	1				100746	DIN912, M4x0.7x14, A4-80
	1				100430	DIN912, M4x0.7x12, A4-80
	1				100752	DIN912, M3x0.5x14, A4-70
	1				100749	IFCU CONTROLLER TIM FOOT PAD
	1				100750	IFCU CHANNEL TIM FOOT PAD
	1				100751	TRM TIM PADS
	1				100748	DRFU TIM RIGHT HAND (PRIME)
	1				100747	DRFU TIM LEFT HAND (REDUNDANT)
	1				100754	DIN912, M4x0.7x40, A4-80
	1				URC-SPA-PRT-183	EM TRM
	1				URC-SPA-PRT-185	EM - IFCU CHANNEL UNIT
	1				URC-SPA-PRT-186	EM - IFCU CONTROLLER/DISTRIBUTION UNIT

The Table below shows the BOM for the EM-SAR left panel of a panel pair.

Indenture Level						Part Number	Name
0						URC-SPA-ASM-026	EM-SAR PANEL LEFT
	1					100432	DIN125, M4, A4
	1					100267	DIN125, M3, A4
	1					100415	DIN912, M3x0.5x6, A4-70
	1					URC-SPA-ASM-020	EM RADIATOR WITH DOUBLER ASSEMBLY
		2				100432	DIN125, M4, A4
		2				URC-SPA-ASM-037	EM Radiator with Corporate feed assembly
			3			URC-SPA-ASM-048	CROSS L-BAND ASSEMBLY
				4		UR11-000028	CROSS L-BAND PCB
				4		100523	SMPPM SB MALE PCB MOUNT
			3			100524	L-BAND SMPPM BULLET
			3			100755	X-BAND BULLET
			3			URC-SPA-ASM-014	LH CFA L
				4		100523	SMPPM SB MALE PCB MOUNT
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00021	LH CF PCB
			3			URC-SPA-ASM-016	RH CFA L
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		100523	SMPPM SB MALE PCB MOUNT
				4		UR11-00022	RH CF PCB
			3			URC-SPA-ASM-013	LH CFA X/L
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00021	LH CF PCB
				4		100523	SMPPM SB MALE PCB MOUNT
				4		100771	SMP SB MALE PCB MOUNT
			3			URC-SPA-ASM-015	RH CFA X_L
				4		100771	SMP SB MALE PCB MOUNT
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00022	RH CF PCB
				4		100523	SMPPM SB MALE PCB MOUNT
			3			URC-SPA-ASM-023	LH CFA lower X/L
				4		100771	SMP SB MALE PCB MOUNT
				4		100772	CONN SMA JACK STR 50 OHM SMD
				4		UR11-00021	LH CF PCB
				4		100523	SMPPM SB MALE PCB MOUNT

Indenture Level					Part Number	Name
			3		URC-SPA-ASM-025	RH CFA lower X/L
				4	100771	SMP SB MALE PCB MOUNT
				4	100772	CONN SMA JACK STR 50 OHM SMD
				4	UR11-00022	RH CF PCB
				4	100523	SMPM SB MALE PCB MOUNT
			3		URC-SPA-ASM-022	LH CFA upper X/L
				4	100771	SMP SB MALE PCB MOUNT
				4	100772	CONN SMA JACK STR 50 OHM SMD
				4	UR11-00021	LH CF PCB
				4	100523	SMPM SB MALE PCB MOUNT
			3		URC-SPA-ASM-024	RH CFA upper X/L
				4	100771	SMP SB MALE PCB MOUNT
				4	100772	CONN SMA JACK STR 50 OHM SMD
				4	UR11-00022	RH CF PCB
				4	100523	SMPM SB MALE PCB MOUNT
			3		URC-SPA-ASM-012	EM - RADIATOR ASSEMBLY
				4	URC-SPA-ASM-010	EM - CENTRE SECTION BRAZED ASSEMBLY
				5	URC-SPA-DRW-058	EM - FACE SHEET CENTRE SECTION
				5	URC-SPA-DRW-063	MINI X-BAND CAVITY - PIN HEAD
				5	URC-SPA-DRW-062	FULL SIZE X-BAND CAVITY - PIN HEAD
				5	URC-SPA-DRW-056	EM - CORE CENTRE SECTION
				4	URC-SPA-ASM-011	EM - END SECTION BRAZED ASSEMBLY
				5	URC-SPA-DRW-057	EM - CORE END SECTION
				5	URC-SPA-DRW-059	EM - FACE SHEET END SECTION
				4	100515	ISO10642 M3x0.5x12 A4-70
				4	100516	DIN7984 M4x0.7x20 A4-70
				4	100433	DIN934 M4x0.7 A4-70
				4	URC-SPA-DRW-060	EM - CONNECTION STRIP
				4	100432	DIN125, M4, A4
			3		100756	Spring Finger Gasket
			3		100431	DIN125, M2, A4
			3		100412	DIN912, M2x0.4x8, A4-70
			3		URC-SPA-DRW-081	Corporate Feed Rubber Gasket
		2			URC-SPA-ASM-053	EM Panel Doubler Assembly - Left
			3		URC-SPA-PRT-074	EM Zenith Facesheet Doubler, Left
			3		100817	FHS-M4-8, M4x0.7x8, SS300
			3		100818	FHS-M3-8, M3x0.5x8, SS300

Indenture Level						Part Number	Name
		2				100429	DIN912, M4x0.7x10, A4-80
		2				100267	DIN125, M3, A4
		2				100416	DIN912, M3x0.5x8, A4-70
		2				100744	ISO10642 M3x0.5x8 A4-70
		2				100560	ISO10642 M4x0.7x8 A4-70
	1					100556	EM - CENTER FLEXURE
	1					100554	EM - CORNER FLEXURE 1
	1					100555	EM - MIDDLE FLEXURE
	1					100568	EM - CORNER FLEXURE 2
	1					URC-SPA-PRT-183	EM TRM
	1					URC-SPA-PRT-186	EM - IFCU CONTROLLER/DISTRIBUTION UNIT
	1					100704	EM2 CONNECTOR SUPPORT
	1					URC-SPA-PRT-177	EM BULKHEAD 1 BRACKET
	1					URC-SPA-PRT-178	EM BULKHEAD 2 BRACKET
	1					URC-SPA-PRT-185	EM - IFCU CHANNEL UNIT
	1					URC-SPA-ASM-089	DRFU DIGITAL RADIO FREQUENCY UNIT - DRFU ASSEMBLY
		2				100432	DIN125, M4, A4
		2				100267	DIN125, M3, A4
		2				100416	DIN912, M3x0.5x8, A4-70
		2				100429	DIN912, M4x0.7x10, A4-80
		2				URC-SPA-PRT-076	DRFU LID
		2				URC-SPA-PRT-078	BASE PLATE
		2				100415	DIN912, M3x0.5x6, A4-70
		2				100581	SKT HD CAPSCREW, M4 X 20 LG
		2				100583	DIN912, M4x0.7x8, A4-80
		2				100589	ANSIB18.6.3, 4-40, A4
		2				100594	DIN912, M3x0.5x14, A4-70
		2				URC-SPA-PRT-077	BACK PLANE CONNECTOR PLATE
		2				100426	DIN912, M3x0.5x30, A4-70
		2				100423	DIN912, M3x0.5x20, A4-70
		2				100592	DIN912, M3x0.5x18, A4-70
		2				100738	D-SUB CONNECTOR PLATE
		2				100737	BACKPLANE SUPPORT FRAME
		2				100588	CONN ADAPT JACK-JACK SMPM 50 OHM
		2				100587	JACKSCREW, #4-40
		2				100586	DRFU PCA 2.0

Indenture Level					Part Number	Name
			3		UR11-000001-2.0	DRFU PCB 2.0
			3		100143	CT-470U-20%-6V3-45MM-CAPD
			3		100145	CT-680U-10%-6V3-23MM-CAPE
			3		100603	CX-1N-C0G-5%-50V-0402
			3		100690	CX-1U-X5R-10%-25V-0402
			3		100158	CX-1U-X7R-10%-25V-0603
			3		100605	CX-1P2-C0G-10%-25V-0201
			3		100606	CX-3N9-C0G-5%-50V-0603
			3		100164	CX-4N7-C0G-5%-50V-0603
			3		100607	CX-4N7-X7R-10%-50V-0402
			3		100165	CX-4U7-X5R-10%-10V-0603
			3		100608	CX-6N8-C0G-5%-25V-0603
			3		100609	CX-10N-X7R-10%-10V-0201
			3		100610	CX-10N-X7R-10%-50V-0402
			3		100611	CX-10P-C0G-1%-25V-0201
			3		100153	CX-10U-X5R-20%-16V-0603
			3		100155	CX-10U-X7R-10%-16V-1206
			3		100160	CX-22N-X7R-10%-50V-0603
			3		100612	CX-22U-X5R-10%-10V-0805
			3		100161	CX-22U-X5R-10%-25V-1206
			3		100613	CX-27P-C0G-5%-50V-0402
			3		100614	CX-33P-C0G-5%-50V-0402
			3		100615	CX-47N-C0G-5%-25V-0805
			3		100616	CX-47U-X5R-20%-10V-1206
			3		100163	CX-47U-X7R-20%-10V-1210
			3		100617	CX-56P-C0G-1%-50V-0603
			3		100618	CX-100N-X5R-10%-16V-0201
			3		100146	CX-100N-X7R-10%-25V-0402
			3		100619	CX-100P-C0G-5%-25V-0201
			3		100620	CX-100P-C0G-5%-50V-0402
			3		100621	CX-100U-X5R-20%-16V-1210
			3		100156	CX-150P-C0G-5%-50V-0603
			3		100622	CX-220N-C0G-5%-25V-1210
			3		100623	CX-220P-C0G-5%-50V-0201
			3		100624	CX-560P-C0G-5%-50V-0402
			3		100625	DL-LX0603GW-GRN-0603
			3		100169	D-BAS16-SOT23-3

Indenture Level						Part Number	Name
			3			100168	D-BAS21-SOT-23
			3			100170	DS-1N5819HW-SOD-123
			3			100248	DZ-BZT52C5V1-SOD-123
			3			100626	DZ-BZT52C15-SOD123
			3			100627	FL-HPF-50-7900-FV1206-1
			3			100628	FL-LPF-50-1000-FV1206
			3			100629	FL-LPF-50-2250-FV1206
			3			100630	JDBS-F-S-9
			3			100632	JDBS-F-S-37
			3			100631	JDBS-M-S-9
			3			100633	JDBS-M-S-15
			3			100634	JHD-2M54-M-S-2x5
			3			100736	JHD-4M2-M-R-2X3
			3			100635	JSMA-F-S
			3			100636	JSMP-M-S
			3			100637	JSMPM-M-S
			3			100127	722-12
			3			100638	LFB-0A3-0R25-0603
			3			100639	LFB-0A5-0R17-0603
			3			100640	LFB-3A-120R-0603
			3			100187	LFB-2A-220R-0603
			3			100188	LFB-500M-600R-0603
			3			100641	LB-50R-100R-0805
			3			100642	LB-50R-200R-1008
			3			100643	LP-1U-24A-Nonstandard
			3			100174	IRF9310TRPBF
			3			100175	IRL6283MTRPBF
			3			100176	IRLML6401TRPBF
			3			100244	MMBT2222A
			3			100644	RM-0R5-1%-W8-0603
			3			100215	RM-1K-%1-W10-0603
			3			100645	RM-1K-1%-W16-0402
			3			100217	RM-1K5-1%-W16-0402
			3			100216	RM-1K21-1%-W16-0402
			3			100646	RM-1K69-%1-W16-0402
			3			100647	RM-1K91-1%-W10-0402
			3			100648	RM-2K8-%1-W16-0402

Indenture Level						Part Number	Name
			3			100649	RM-2K87-%1-W16-0402
			3			100650	RM-3K57-%1-W16-0402
			3			100651	RM-4K7-1%-W10-0402
			3			100652	RM-4K99-%1-W16-0402
			3			100653	RM-8K25-%1-W10-0603
			3			100206	RM-10K-%1-W10-0603
			3			100654	RM-10K-1%-W10-0402
			3			100655	RM-10K5-%1-W10-0603
			3			100656	RM-12R-1%-W10-0402
			3			100657	RM-13K3-%1-W10-0603
			3			100658	RM-16K2-%1-W5-0603
			3			100222	RM-22R-1%-W16-0402
			3			100659	RM-24K-%1-W10-0603
			3			100660	RM-24R9-1%-W20-0201
			3			100661	RM-25R-2%-1W5
			3			100225	RM-27K-1%-W10-0603
			3			100662	RM-30K1-%1-W10-0603
			3			100663	RM-37K9-%1-W8-0603
			3			100664	RM-40K2-%1-W10-0603
			3			100665	RM-47K-1%-W16-0402
			3			100232	RM-49R9-1%-W10-0402
			3			100666	RM-49R9-1%-W20-0201
			3			100667	RM-59K7-%1-W10-0603
			3			100668	RM-60K4-%1-W10-0603
			3			100669	RM-71K5-%1-W10-0603
			3			100670	RM-100K-1%-W10-0402
			3			100205	RM-100R-1%-W16-0402
			3			100671	RM-100R-1%-W20-0201
			3			100672	RM-120K-%1-W10-0603
			3			100211	RM-121K-%1-W10-0603
			3			100673	RM-127R-1%-W10-0402
			3			100214	RM-150R-1%-W10-0402
			3			100220	RM-200R-1W-W16-0402
			3			100223	RM-240R-1%-W10-0402
			3			100228	RM-330R-1%-W10-0603
			3			100230	RM-470R-1%-W16-0402
			3			100234	RM-560R-1%-W10-0402

Indenture Level					Part Number	Name
			3		100674	RM-619R-%1-W16-0402
			3		100675	RM-698R-1%-W10-0402
			3		100676	RM-R002-1%-1W-1206
			3		100677	RM-R02-1%-1W-1632
			3		100239	RN-22R-5%-W16-1X4-1206
			3		100200	RK-R02-1%-5W-SMD
			3		100678	RK-R005-1%-3W-3637
			3		100129	74AHCT1G08GW,125
			3		100130	74ALVC164245DGG:11
			3		100133	74LVCH245APW,118
			3		100135	AD7927BRUZ
			3		100679	AD9234BCPZ-1000
			3		100136	ADCLK948BCPZ
			3		100680	AMMP-6220-BLK
			3		100681	DAC38J84IAAV
			3		100171	DS18S20Z+
			3		100190	LM397MF/NOPB
			3		100191	LMK04828BISQE/NOPB
			3		100682	LMX2592RHAT
			3		100683	LTC2449IUHF#PBF
			3		100193	LTM4620AIY#PBF
			3		100194	M2S090T-1FGG484I
			3		100195	MAX1510ETB+T
			3		100196	MAX4376FAUK+T
			3		100251	MAX6034AEXR25+T
			3		100684	MAX6034AEXR41+T
			3		100197	MAX6627MKA#TG16
			3		100685	MGA-725M4-BLK
			3		100198	MT29F256G08AUCABH3-10ITZ:A
			3		100199	MT41K256M16HA-125 IT:E
			3		100686	MTFC32GAKAENA-4M IT
			3		100687	SN65MLVD047APW
			3		100240	SN65MLVD204AD
			3		100241	TJA1051T/3,112
			3		100242	TPS7A4700RGWT
			3		100688	TPS74401RGWT
			3		100689	XCVU7P-FLVB2104-1-I

Indenture Level						Part Number	Name
			3			100249	100M-SMD4
			3			100126	29M4912-SMT4
			3			100121	100M-SMT4
			3			100124	156M25-SMT6
		2				100585	DRFU Backplane PCA 1.0
			3			100690	CX-1U-X5R-10%-25V-0402
			3			100637	JSMPM-M-S
			3			100205	RM-100R-1%-W16-0402
			3			100645	RM-1K-1%-W16-0402
			3			100691	JDIFF-4M-M-S-2X8
			3			100692	JSMA-F-S
			3			100208	RM-10K-1%-W16-0402
			3			100693	TQP4M0008
			3			UR11-000012-1.0	DRFU Backplane PCB 1.0
		2				URC-SPA-PRT-187	DRFU BACKPLANE PEEL-AWAY SHIM
	1					100453	DIN912, M4x0.7x16, A4-80
	1					100382	DIN934 M3x0.5 A4
	1					100741	DIN912, M3x0.5x5, A4-70
	1					100746	DIN912, M4x0.7x14, A4-80
	1					100430	DIN912, M4x0.7x12, A4-80
	1					100433	DIN934 M4x0.7 A4-70
	1					100752	DIN912, M3x0.5x14, A4-70
	1					100754	DIN912, M4x0.7x40, A4-80
	1					100749	IFCU CONTROLLER TIM FOOT PAD
	1					100750	IFCU CHANNEL TIM FOOT PAD
	1					100751	TRM TIM PADS
	1					100748	DRFU TIM RIGHT HAND (PRIME)
	1					100747	DRFU TIM LEFT HAND (REDUNDANT)

In addition to the Aras PLM, earlier prototyping and development was done using SolidWorks and SolidWorks EPDM. That server will also be delivered as part of the overall delivery. EPDM server contains other prototypes and early iterations of the SAR-XL unit designs that are not detailed here.

Below is the BOM of the MGSE stand used to hold the panels. The manufacturing documents associated with this assembly are in SolidWorks EPDM.

BOM LEVEL	PART NUMBER	DESCRIPTION	QTY.
0	URC-SPA-ASM-060	AAA PANEL TURNOVER FIXTURE	1

BOM LEVEL		PART NUMBER	DESCRIPTION	QTY.
	1	ISO 7380-2	FLANGED SOCKET BUTTON SCREW M8 X 25 (A4)	4
	1	6359K38	BEARING BLOCK	2
	1	13025_m	TEE NUT, M8	40
	1	URC-SPA-PRT-092	INDEX BLOCK	4
	1	DIN-912	CAPSCREW, M8 X 22LG	8
	1	URC-SPA-PRT-087	TEE BRACKET	4
	1	3107T41		4
	1	URC-SPA-PRT-084	INDEXING PIVOT FITTING	2
	1	ISO 7380-2	FLANGED SOCKET BUTTON SCREW M8 X 16 (A4)	25
	1	ISO 7380-2	FLANGED SOCKET BUTTON SCREW M8 X 20 (A4)	8
	1	URC-SPA-PRT-088	SLIDE SUPPORT BEAM	1
	1	URC-SPA-PRT-089	SLIDE PLATE	2
	1	DIN_7991_M8x16	COUNTERSUNK SCREW	4
	1	End cap_12260_m		2
	1	URC-SPA-PRT-090		2
	1	URC-SPA-PRT-091	RUBBER SUPPORT PAD	2
	1	URC-SPA-PRT-083	INDEXING PIVOT PLATE	2
	1	URC-SPA-PRT-093	SHIM	2
	1	4384K62	KNOB	2
	1	91210A520	SET SCREW	4

APPENDIX 4
TO SCHEDULE A – DEVELOPMENT TOOLS AND MODELS

SAR Beams and Modes Tool (Python)

RF model (SystemVue)

Antenna models (CST)

CFA models (HFSS)

Multipaction analysis (Python)

Solder Fatigue analysis code (Python)

APPENDIX 5
TO SCHEDULE A – DESIGN DOCUMENTATION

#	Document Number	Filename	Type	Program
1	UC-PM-PLN-001	Configuration Control Practice.pdf	PA Plan	OptiSAR
2	URC-SPA-RPT-080	SAR XL EM Non-Conformance Summary Report.pdf	Report	OptiSAR
3	URC-SYS-ICD-001	Beams&Modes ICD V1.0.docx	Interface Control Document	OptiSAR
4	URC-SYS-PRS-003	SAR-XL Beams and Modes - Meeting 19Oct2016.pptx	Presentation	OptiSAR
5	URC-SYS-PRS-004	SAR-XL Beams and Modes - GP Update July2016.pptx	Presentation	OptiSAR
6	URC-SYS-REQ-005	SAR-XL Beams&Modes Input Worksheet Rev 1.0.0.xlsx	Requirement Specification	OptiSAR
7	URC-SYS-RLN-001	SAR-XL Beams&Modes Release Manifest Rev 1.0.0.docx	Release Note	OptiSAR
8	URC-SYS-RPT-011	SAR-XL Beams&Modes Power Summary.xlsx	Report	OptiSAR
9	URC-SYS-RPT-014	TRM Power Consumption 10312016-1.xlsx	Report	OptiSAR
10	URC-SPA-TN-086	Automated Design Tool for a Small Dual-Band SAR.pdf	Technote	OptiSAR
11	URC-SPA-TN-157	Beams and Modes Tool Handbook.docx	Technote	OptiSAR
12	URC-SPA-RPT-009	ECO ECR Status.pdf	Report	OptiSAR
13	URC-SPA-PLN-001	SAR-XL Model Philosophy and Verification Approach.pdf	Verification	OptiSAR
14	URC-SPA-TN-148	SAR-XL TRM ICD 2.3 to 2.4 Differences Summary.pdf	Technote	OptiSAR
15	SG-SPA-REQ-015	TRM Specifications.pdf	Requirement Specification	OptiSAR
16	SG-SPA-TN-009	Multipaction Analysis in Slotted Antenna and TRM Interfaces Technote.docx	Technote	OptiSAR
17	SG-SPA-TN-009	Multipaction Analysis in Slotted Antenna and TRM Interfaces Technote.pdf	Technote	OptiSAR
18	URC-SPA-TN-137	TRM PSS CCL TN.pdf	Technote	OptiSAR
19	URC-SPA-TN-137	TRM PSS CCL Technote.docx	Technote	OptiSAR
20	URC-SPA-TN-142	TRM Power Supply Interlock Relay.docx	Technote	OptiSAR

#	Document Number	Filename	Type	Program
21	URC-SPA-TN-165	TRM LISN Replication Tech Note.pdf	Technote	OptiSAR
22	UCM-SPA-DRW-001	- Face Sheet 4x3 SAR Prototype.PDF	Drawing	OptiSAR
23	UCM-SPA-DRW-002	- L-Band Cover Sheet SAR Prototype.PDF	Drawing	OptiSAR
24	UCM-SPA-DRW-003	- Subarray Core 4x3 SAR Prototype.PDF	Drawing	OptiSAR
25	UCM-SPA-DRW-004	- X-Band Dielectric Insert Type 1.PDF	Drawing	OptiSAR
26	UCM-SPA-DRW-005	- X-Band Exciter Pin Head Type 1.PDF	Drawing	OptiSAR
27	UCM-SPA-DRW-006	- X-Band Exciter Pin Assembly Type 1.PDF	Drawing	OptiSAR
28	UCM-SPA-DRW-007	- Face Sheet 4x3 SAR Prototype (Dip Braze).PDF	Drawing	OptiSAR
29	UCM-SPA-DRW-008	- Subarray Core 4x3 SAR Prototype (Dip Braze).PDF	Drawing	OptiSAR
30	UCM-SPA-DRW-009	- X-Band Dielectric Insert Type 2.PDF	Drawing	OptiSAR
31	UCM-SPA-DRW-010	- X-Band Exciter Pin Head Type 2.PDF	Drawing	OptiSAR
32	UCM-SPA-DRW-011	-X-Band Exciter Pin Assembly Type 2.PDF	Drawing	OptiSAR
33	UCM-SPA-DRW-012	- Subarray Core 4x3 SAR Prototype (Dip Braze) ALTERED.PDF	Drawing	OptiSAR
34	UCM-SPA-DRW-013	- Face Sheet 4x3 SAR Prototype (Dip Braze) (Corrected) - Assemble with UCM-SPA-DRW-008.PDF	Drawing	OptiSAR
35	UCM-SPA-DRW-014	- SAR Antenna Prototype Assembly Fixture - Bottom Plate.PDF	Drawing	OptiSAR
36	UCM-SPA-DRW-015	- SAR Antenna Prototype Assembly Fixture - Brick Element.PDF	Drawing	OptiSAR
37	UCM-SPA-DRW-016	- SAR Antenna Prototype Assembly Fixture - Top Plate.PDF	Drawing	OptiSAR
38	UCM-SPA-DRW-017	- SAR Antenna Prototype Adhesive Test Fixture - Test Cavity.PDF	Drawing	OptiSAR
39	UCM-SPA-DRW-018	- SAR Antenna Prototype Adhesive Test Fixture - Test Brick_PCB.PDF	Drawing	OptiSAR
40	UR-SXL-OT-001	TRM EBB and EM Verification Matrix.xlsx	Verification	OptiSAR
41	URC-SXL-TER-001	EBB and EM TRM Test Results.xlsx	Test Report	OptiSAR
42	URC-SPA-TPR-004	TRM EBB Functional Test.docx	Test Procedures	OptiSAR

#	Document Number	Filename	Type	Program
43	URC-SPA-TPR-009	TRM EM Functional Tests-tbd.docx	Test Procedures	OptiSAR
44	URC-SPA-PRS-150	TRM EBB1&2 TER Presentation.pptx	Presentation	OptiSAR
45	URC-SPA-RPT-083	TRM EBB and EM Test Results Matrix.xlsx	Test Report	OptiSAR
46	URC-SPA-TER-004	TRM EBB1,2 Test Results.docx	Test Report	OptiSAR
47	URC-SPA-TER-013	TRM EBB3,4 Test Results -tbd.docx	Test Report	OptiSAR
48	URC-SPA-PRC-004	TRM SARCAN Protocol Test Cases.pdf	Test Plan	OptiSAR
49	URC-SPA-RPT-033	TRM SARCAN Protocol Test Report.pdf	Test Report	OptiSAR
50	URC-SPA-ICD-022	TRM ICD for Quotation Only.pdf	Interface Control Document	OptiSAR
51	URC-SPA-REQ-025	TRM Requirements Specification for Quotation Only.pdf	Requirement Specification	OptiSAR
52	SG-SPA-SOW-005	TRM SOW.pdf	Statement of Work	OptiSAR
53	SG-SPA-SOW-006	IFCU SOW.pdf	Statement of Work	OptiSAR
54	SG-SPA-REQ-022	IFCU Specifications.pdf	Requirement Specification	OptiSAR
55	URC-SPA-ICD-001	IFCU ICD.pdf	Interface Control Document	OptiSAR
56	URC-SPA-ICD-020	Inter-IFCU ICD.docx	Interface Control Document	OptiSAR
57	URC-SPA-ICD-023	FlatSat IFCU ICD.pdf	Interface Control Document	OptiSAR
58	XLS-SPA-TN-004	Intra IFCU Power Cable Technote.pptx	Technote	OptiSAR
59	URC-SPA-DRW-090	IFCU POWER DISTRIBUTION CABLES DRAWING.pdf	Drawing	OptiSAR
60	URC-SPA-TPR-010	IFCU EBB Functional Verification.DOCX	Test Procedures	OptiSAR
61	URC-SPA-TPR-011	IFCU EM Unit Verification-tbd.docx	Test Procedures	OptiSAR
62	URC-SPA-PRS-165	IFCU EBB Test Results Presentation.pptx	Presentation	OptiSAR
63	URC-SPA-RPT-096	IFCU Test Matrix and Data.xlsx	Test Report	OptiSAR

#	Document Number	Filename	Type	Program
64	URC-SPA-RPT-098	IFCU EBB Gain Measurements.xlsx	Report	OptiSAR
65	URC-SPA-TER-011	IFCU EBB Functional Results.docx	Test Report	OptiSAR
66	XLS-SPA-TN-003	IFCU BB Lab Findings.pdf	Technote	OptiSAR
67	URC-SPA-DD-002	DRFU Firmware Design Document.pdf	Design Description	OptiSAR
68	URC-SPA-DD-003	DRFU Design Description.pdf	Design Description	OptiSAR
69	URC-SPA-DD-006	DRFU Software Design Document.pdf	Design Description	OptiSAR
70	SG-SPA-REQ-017	DRFU Specifications.pdf	Requirement Specification	OptiSAR
71	URC-SPA-RPT-062	DRFU to Payload Requirement Trace.xlsx	Report	OptiSAR
72	URC-SPA-ICD-002	DRFU ICD.pdf	Interface Control Document	OptiSAR
73	SG-SPA-TN-011	SAR-XL Coherent Data Sampling.pdf	Technote	OptiSAR
74	URC-SPA-TN-099	SAR-XL DRFU Phase and Amplitude Calibration.pdf	Technote	OptiSAR
75	URC-SPA-TN-101	DRFU FPGA Virtex-7 vs Ultrascale+ Tech Note.pdf	Technote	OptiSAR
76	URC-SPA-TN-107	DRFU FMECA.XLSX	Technote	OptiSAR
77	URC-SPA-TN-149	16nm FinFET Latchups (Working Copy).docx	Technote	OptiSAR
78	URC-SPA-TN-149	16nm FinFET Latchups.docx	Technote	OptiSAR
79	URC-SPA-TN-161	Steering Coefficient Calculation Time.pdf	Technote	OptiSAR
80	URC-SPA-RPT-122	DRFU assembly Procedure (URC-SPA-ASM-089).docx	Report	OptiSAR
81	URC-SPA-OT-050	DRFU Manufacturing Models.zip	CAD	OptiSAR
82	URC-SPA-TPR-013	DRFU2.0 Functional Tests.docx	Test Procedures	OptiSAR
83	URC-SPA-TPR-016	DRFU Interface Inspection Test Procedure -tbd.docx	Test Procedures	OptiSAR
84	URC-SPA-TER-014	DRFU2.0 Test Results -tbd.docx	Test Report	OptiSAR
85	SG-SPA-PRC-002	DRFU Prototype Test Report - Asset Tracking.xlsx	Test Report	OptiSAR

#	Document Number	Filename	Type	Program
86	SG-SPA-RPT-004	DRFU Prototype Test Plan.pdf	Test Report	OptiSAR
87	URC-SPA-PLN-019	DRFU Verification.pdf	Verification	OptiSAR
88	URC-SPA-RPT-045	SAR-XL DRFU ADC Phase and Amplitude Error Test Report.pdf	Test Report	OptiSAR
89	URC-SPA-RPT-068	DRFU Part Radiation Testing.pdf	Test Report	OptiSAR
90	URC-SPA-DD-041	LTC2449 SPI Sensors.docx	Design Description	OptiSAR
91	URC-SPA-RPT-027	SAR-XL DRFU Parts Radiation Testing.pdf	Test Report	OptiSAR
92	SG-SPA-DD-003	AICU Software Design Description.pdf	Design Description	OptiSAR
93	URC-SPA-DD-004	AICU Design Description.pdf	Design Description	OptiSAR
94	URC-SPA-DD-012	AICU Firmware Design Description.pdf	Design Description	OptiSAR
95	URC-SPA-DD-043	Synchronizer Design Description.docx	Design Description	OptiSAR
96	URC-SPA-DD-044	Timekeeping Firmware Design Description.docx	Design Description	OptiSAR
97	SG-SPA-REQ-019	AICU Specifications.pdf	Requirement Specification	OptiSAR
98	URC-SPA-RPT-063	AICU to Payload Requirement Trace.xlsx	Report	OptiSAR
99	URC-SPA-ICD-004	AICU ICD.pdf	Interface Control Document	OptiSAR
100	URC-SPA-TN-104	AICU Power Supply Conducted Emissions.pdf	Technote	OptiSAR
101	URC-SPA-TN-106	AICU FMECA.xlsx	Technote	OptiSAR
102	URC-SPA-TN-151	EM Payload Thermal Control.pdf	Technote	OptiSAR
103	URC-SPA-TN-162	SAR-DB File Structure Design.docx	Technote	OptiSAR
104	URC-SPA-TN-164	SmartFusion2 Sensors Software Model Design.docx	Technote	OptiSAR
105	URC-SPA-TN-167	File System Design, Deployment and Maintenance.docx	Technote	OptiSAR
106	URC-SPA-TN-170	Rules for Telemetry Conversions from Raw to Human-Readable Format.docx	Technote	OptiSAR
107	URC-SPA-TN-171	Telemetry Packetizer Blob Processing.docx	Technote	OptiSAR

#	Document Number	Filename	Type	Program
108	URC-SPA-TN-175	Telemetry Blob Filesystem Item Processing.docx	Technote	OptiSAR
109	URC-SPA-DRW-064	- EM - AICU MIDDLE PLATE.PDF	Drawing	OptiSAR
110	URC-SPA-DRW-065	- EM - AICU BACKPLANE PLATE.PDF	Drawing	OptiSAR
111	URC-SPA-DRW-066	- EM - AICU REAR WALL.PDF	Drawing	OptiSAR
112	URC-SPA-DRW-067	- EM - AICU BACKPLANE WALL.PDF	Drawing	OptiSAR
113	URC-SPA-DRW-068	- EM - AICU SIDEWALL.PDF	Drawing	OptiSAR
114	URC-SPA-DRW-069	- EM - AICU BASEPLATE.PDF	Drawing	OptiSAR
115	URC-SPA-DRW-070	- EM - AICU LID.PDF	Drawing	OptiSAR
116	URC-SPA-RPT-099	AICU thermal hardware assembly instruction.pdf	Report	OptiSAR
117	URC-SPA-AYS-001	EM AICU Thermal Model	Analysis	OptiSAR
118	URC-SPA-TPR-006	EM1.2 Release Test Procedure.pdf	Test Procedures	OptiSAR
119	URC-SPA-TPR-014	EM2.0 Release Test Procedures.docx	Test Procedures	OptiSAR
120	URC-SPA-TPR-014	OptiSAR AICU EM2 Release Test procedure	Test Procedures	OptiSAR
121	URC-SPA-TPR-015	AICU Interface Inspection Test Procedure -tbd.docx	Test Procedures	OptiSAR
122	URC-SPA-TPR-017	AICU Design and Analysis Verification -tbd.docx	Test Procedures	OptiSAR
123	URC-SPA-TPR-019	EM3.0 Release Test Procedures -tbd.docx	Test Procedures	OptiSAR
124	URC-SPA-TPR-020	EM3.1 Release Test Procedures tbd.docx	Test Procedures	OptiSAR
125	URC-SPA-TPR-031	EM4.0 Release Test Procedures -tbd.docx	Test Procedures	OptiSAR
126	URC-SPA-TPR-032	EM4.1 Release Test Procedures-tbd.docx	Test Procedures	OptiSAR
127	URC-SPA-PRS-151	TER-006 EM2.0 Release Test Summary (TPR-014).pptx	Presentation	OptiSAR
128	URC-SPA-TER-005	EM1.2 Release Test Results.pdf	Test Report	OptiSAR
129	URC-SPA-TER-006	OptiSAR AICU EM2 Release Test Results.pdf	Test Report	OptiSAR

#	Document Number	Filename	Type	Program
130	URC-SPA-PLN-017	AICU Verification.pdf	Verification	OptiSAR
131	URC-SPA-PRC-007	AICU EM Virtex7 Go-NoGo Test Run.xlsx	Test Report	OptiSAR
132	SG-SPA-TN-013	FPGA Firmware Update Recommendations.docx	Technote	OptiSAR
133	URC-SPA-DD-028	SAR-XL Inter-FPGA Link (IFPGA) Design Description.pdf	Design Description	OptiSAR
134	URC-SPA-DD-029	APB One-Wire Bus Master Peripheral.pdf	Design Description	OptiSAR
135	URC-SPA-OT-004	AICU Budgets.xlsx	Analysis	OptiSAR
136	URC-SPA-PRC-002	AICU Compliance Status.pdf	Verification	OptiSAR
137	URC-SPA-DD-020	Harness Design Description.pdf	Design Description	OptiSAR
138	URC-SPA-REQ-022	Harness Requirement Specification.pdf	Requirement Specification	OptiSAR
139	URC-SYS-TN-015	MLVDS _Test Analysis .docx	Technote	OptiSAR
140	URC-SPA-RPT-124	X-band Cables.pptx	Report	OptiSAR
141	XLS-SXL-TN-004	Cable phase variation.docx	Technote	OptiSAR
142	URC-SPA-TPR-012	Cable Harness Verification-tbd.docx	Test Procedures	OptiSAR
143	URC-SPA-TER-017	Cable Harness Test Results - tbd.docx	Test Report	OptiSAR
144	UR-SPA-SOW-003	SOW for power and digital harness manufacturing.docx	Statement of Work	OptiSAR
145	URC-SPA-RPT-047	Harness connection.xlsx	Report	OptiSAR
146	URC-SPA-TN-102	Grounding Scheme Technote.pdf	Technote	OptiSAR
147	URC-SPA-TN-103	SAR-XL Power Cable Trade Off Budget.xlsx	Technote	OptiSAR
148	XLS-SPA-ASM-001	Harness Assembly Instruction.docx	AIT Instructions	OptiSAR
149	SG-SPA-DD-002	SAR-XL Antenna Preliminary Design.pdf	Design Description	OptiSAR
150	URC-SPA-DD-007	Antenna Design Description and Analysis.pdf	Design Description	OptiSAR
151	URC-SPA-DD-011	AAA Corporate Feed Design Description and Analysis.pdf	Design Description	OptiSAR

#	Document Number	Filename	Type	Program
152	URC-SPA-DD-031	CFA Divider Network Design.xlsx	Design Description	OptiSAR
153	URC-SPA-DD-035	SAR-XL Antenna Array Assembly DD.pdf	Design Description	OptiSAR
154	URC-SPA-OT-047	SAR XL AAA Cable length Mismatch.xlsx	Analysis	OptiSAR
155	URC-SPA-PRS-127	AAA X-Band EM Panel Modeling Beam Steering.pptx	Presentation	OptiSAR
156	URC-SPA-PRS-131	L-Band Element Active Matching Design.pptx	Presentation	OptiSAR
157	URC-SPA-PRS-132	XL Mutual Coupling Modeling.pptx	Presentation	OptiSAR
158	URC-SPA-PRS-133	X-Band Dual Panel Array.pptx	Presentation	OptiSAR
159	URC-SPA-PRS-134	XL Radiators Summary Active Passive Matching.pptx	Presentation	OptiSAR
160	URC-SPA-PRS-136	SAR XL Phased Array Antenna Modeling Beam Steering.pptx	Presentation	OptiSAR
161	URC-SPA-TN-129	SAR XL AAA Multipaction Analysis.docx	Technote	OptiSAR
162	SG-SPA-REQ-018	AAA Requirement Specifications.pdf	Requirement Specification	OptiSAR
163	URC-SPA-RPT-064	AAA to Payload Requirement Trace.xlsx	Report	OptiSAR
164	SG-SPA-TN-003	Small Antenna Quad Polarization.pdf	Technote	OptiSAR
165	UCC-SPA-TN-001	SAR XL AAA Sim_Summary_XL-Band_Straight.docx	Technote	OptiSAR
166	UCC-SPA-TN-002	SAR XL AAA Sim_Summary_X-Band_CoaxFeed.docx	Technote	OptiSAR
167	UCC-SPA-TN-003	SAR XL AAA Sim_Summary_X-Band Tech Note.docx	Technote	OptiSAR
168	UCC-SPA-TN-004	SAR XL AAA Sim_Summary_X-Band_Feed Tech Note.docx	Technote	OptiSAR
169	UCC-SPA-TN-005	SAR XL AAA Sim_Summary_L_Band Tech Note.docx	Technote	OptiSAR
170	UCC-SPA-TN-006	SAR XL AAA Sim_Summary_XL_Band Tech Note.docx	Technote	OptiSAR
171	URC-SPA-TN-002	Mechanical Prototype Development of the SAR-XL Antenna Prototypes.pdf	Technote	OptiSAR
172	URC-SPA-TN-007	SAR-XL Antenna Feed Prototype Development.pdf	Technote	OptiSAR
173	URC-SPA-TN-025	Mechanical Prototype Development - Phase B.pdf	Technote	OptiSAR

#	Document Number	Filename	Type	Program
174	URC-SPA-TN-026	Adhesive Bonding of Brazed Aluminium Tiles.pdf	Technote	OptiSAR
175	URC-SPA-TN-038	X-Band Array Configuration Tradeoff Study.pdf	Technote	OptiSAR
176	URC-SPA-ASM-010	EM Centre Section Brazed Assembly Rev 1.PDF	Drawing	OptiSAR
177	URC-SPA-ASM-011	EM End Section Brazed Assembly Rev 1.PDF	Drawing	OptiSAR
178	URC-SPA-ASM-012	EM Radiator Assembly Rev 1.PDF	Drawing	OptiSAR
179	URC-SPA-ASM-087	L-Band Cavity Test Jig.PDF	Drawing	OptiSAR
180	URC-SPA-DRW-056	Centre Section Rev 1.PDF	Drawing	OptiSAR
181	URC-SPA-DRW-057	End Section Rev 1.PDF	Drawing	OptiSAR
182	URC-SPA-DRW-058	Face Sheet - Centre Section Rev 1.PDF	Drawing	OptiSAR
183	URC-SPA-DRW-059	Face Sheet - End Section Rev 1.PDF	Drawing	OptiSAR
184	URC-SPA-DRW-060	Connection Strip Rev 1.PDF	Drawing	OptiSAR
185	URC-SPA-DRW-062	Full Size X-Band Cavity - Pin Head Rev 1.PDF	Drawing	OptiSAR
186	URC-SPA-DRW-063	Mini X-Band Cavity - Pin Head Rev 1.PDF	Drawing	OptiSAR
187	URC-SPA-PRT-155	Plate.PDF	Model	OptiSAR
188	URC-SPA-SOW-009	Rantec Antennas statement of work EM radiator assembly.pdf	Statement of Work	OptiSAR
189	URC-SPA-PRT-067	Full Size X-Band Cavity - Pin Head Rev 1.X_T	Model	OptiSAR
190	URC-SPA-PRT-068	Mini X-Band Cavity - Pin Head Rev 1.X_T	Model	OptiSAR
191	URC-SPA-PRT-069	Centre Section Rev 1.x_t	Model	OptiSAR
192	URC-SPA-PRT-070	End Section Rev 1.x_t	Model	OptiSAR
193	URC-SPA-PRT-071	Face Sheet - Centre Section Rev 1.x_t	Model	OptiSAR
194	URC-SPA-PRT-072	Face Sheet - End Section Rev 1.X_T	Model	OptiSAR
195	URC-SPA-PRT-073	Connection Strip Rev 1.X_T	Model	OptiSAR

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196	URC-SPA-TPR-002	AAA Preliminary Tests in BCIT (WIP).docx	Test Procedures	OptiSAR
197	URC-SPA-TPR-003	AAA Radiation Tests (in CIARS-UW) WIP Oct 11.docx	Test Procedures	OptiSAR
198	URC-SPA-TPR-005	AAA Panel Phase Validation Test Procedure.docx	Test Procedures	OptiSAR
199	URC-SPA-TPR-007	Phase Shifters Test Procedures.docx	Test Procedures	OptiSAR
200	URC-SPA-TPR-008	AAA Design and Analysis Verification -tbd.docx	Test Procedures	OptiSAR
201	URC-SPA-TPR-022	AAA Mechanical and Electrical Inspection.docx	Test Procedures	OptiSAR
202	URC-SPA-TER-001	L-Band Single Element RF Bench Test.docx	Test Report	OptiSAR
203	URC-SPA-TER-007	Phase Shifter Test Results.docx	Test Report	OptiSAR
204	URC-SPA-TER-008	AAA L-Band Impedance Test Results (WIP).docx	Test Report	OptiSAR
205	URC-SPA-TER-009	AAA X-Band Impedance Test Results -tbd.docx	Test Report	OptiSAR
206	URC-SPA-TER-015	AAA M&E Interface Inspection Test Results-tbd.docx	Test Report	OptiSAR
207	URC-SPA-TER-016	AAA PPVT Results (in BCIT) Test Results - tbd.docx	Test Report	OptiSAR
208	URC-SPA-TER-018	AAA AAA Radiation Tests (in CIARS-UoW)-tbd.docx	Test Report	OptiSAR
209	SG-SPA-PLN-003	Sub Array Test Plan for P0.pdf	Test Plan	OptiSAR
210	TR-02018-R0	Urthecast Coupon Test Report - Jan 2019.pdf	Test Report	OptiSAR
211	URC-SPA-PLN-004	Sub Array Test Plan (P2).pdf	Test Plan	OptiSAR
212	URC-SPA-PLN-008	Antenna P2 Test Plan.docx	Test Plan	OptiSAR
213	URC-SPA-PLN-012	Antenna P2 Test Plan.docx	Test Plan	OptiSAR
214	URC-SPA-PLN-015	SAR XL Antenna EM Test Plan.docx	Test Plan	OptiSAR
215	URC-SPA-PLN-020	AAA Verification.pdf	Verification	OptiSAR
216	URC-SPA-PLN-028	Rev 1.0 Thermal Development Test Plan.docx	Test Plan	OptiSAR
217	URC-SPA-PLN-029	Contact Pressure Test Plan.pdf	Test Plan	OptiSAR

#	Document Number	Filename	Type	Program
218	URC-SPA-PLN-035	Contact Thermal Conductance Tes Plan.docx	Test Plan	OptiSAR
219	URC-SPA-PRC-003	Antenna P2 Parts Qual.docx	Qualification Plan	OptiSAR
220	URC-SPA-PRS-076	SAR-XL Antenna P2 - UoW Test.pptx	Presentation	OptiSAR
221	URC-SPA-PRS-084	SAR-XL Antenna P2 - UoW Test.pptx	Presentation	OptiSAR
222	URC-SPA-PRS-126	SAR XL EM AAA Phased Array Antenna Test Plan.pptx	Presentation	OptiSAR
223	URC-SPA-REQ-023	AAA External Splitter Requirements.pdf	Requirement Specification	OptiSAR
224	URC-SPA-RPT-006	SFU Array Test.pdf	Test Report	OptiSAR
225	URC-SPA-RPT-072	SAR XL EM AAA Phased Array Antenna Test Plan.xlsx	Test Report	OptiSAR
226	URC-SPA-SOW-003	University of Waterloo Phased Array Antenna Testing.pdf	Statement of Work	OptiSAR
227	URC-SPA-SOW-013	AAA External Splitter Provision Statement of Work A-3.pdf	Statement of Work	OptiSAR
228	URC-SPA-SOW-015	SOW for Near-Field Range Tests at the University of Waterloo.pdf	Statement of Work	OptiSAR
229	URC-SPA-TN-144	Issue1. Heaters Check.docx	Technote	OptiSAR
230	URC-SPA-TN-145	Issue 1 Terminations Thermal Test.docx	Technote	OptiSAR
231	URC-SPA-TPR-035	SAR-XL Doubler-to-Core Contact Pressure Determination.pdf	Test Procedures	OptiSAR
232	URC-SPA-TPR-036	SAR-XL Contact Thermal Conductance TVAC Development Test.pdf	Test Procedures	OptiSAR
233	URC-SPA-TPR-037	Bergquist 3500LV Filler Conductance TVAC Test.docx	Test Procedures	OptiSAR
234	URC-SPA-TPR-041	Nusil CV-2942 Filler Conductance TVAC Test.docx	Test Procedures	OptiSAR
235	URC-SPA-TPR-042	1-Wire Sensors Familiarization v.1.0- 05-29-2018.docx	Test Procedures	OptiSAR
236	XLS-SPA-PLN-001	Issue1. EM Thermal Contingency Plan.docx	Plan	OptiSAR
237	LTR-SMM-2016-0178	Spot Welding Pins in Antennas - Final (Urthecast).pdf	Report	OptiSAR
238	URC-SPA-RPT-013	Metaplast Visit Report - March 17th 2016.docx	Report	OptiSAR
239	URC-SPA-RPT-001	Rantec Visit Report Nov 3rd 2015.docx	Report	OptiSAR

#	Document Number	Filename	Type	Program
240	URC-SPA-RPT-020	Rantec Visit Report June 29th and 30th 2016.pdf	Report	OptiSAR
241	URC-SPA-RPT-022	Corporate Feed Soldering Jig Report.pdf	Report	OptiSAR
242	URC-SPA-ASM-002	Antenna Prototype Assembly Instruction X-band feed pin fitting.pdf	AIT Instructions	OptiSAR
243	URC-SPA-ASM-003	Antenna Prototype Assembly Instruction L-Band cavity PCB fitting with conductive epoxy v1.0.pdf	AIT Instructions	OptiSAR
244	URC-SPA-ASM-004	Antenna Prototype Assembly Instruction L-Band cavity PCB fitting with tape.pdf	AIT Instructions	OptiSAR
245	URC-SPA-ASM-005	Antenna Prototype Assembly Instruction L-Band cover sheet fitting.pdf	AIT Instructions	OptiSAR
246	URC-SPA-ASM-006	Antenna Prototype Assembly Instruction L-Band feed network PCB fitting.pdf	AIT Instructions	OptiSAR
247	URC-SPA-ASM-007	Antenna Prototype Assembly Instruction X-Band feed network PCB fitting.pdf	AIT Instructions	OptiSAR
248	URC-SPA-MIN-009	Technical Discussion on Corporate Feed PCBs with Teledyne UK - Meeting Minutes.docx	Minutes	OptiSAR
249	URC-SPA-PLN-005	Manufacturing Plan for P2.pdf	AIT Plan	OptiSAR
250	URC-SPA-RPT-014	Laser Welding Trials for X-Band Pin Attachment.pdf	Report	OptiSAR
251	URC-SPA-RPT-015	Radial Riveting Trials for X-Band Pin Attachment.pdf	Report	OptiSAR
252	URC-SPA-RPT-017	Crimping of X-Band Pin Heads.pdf	Report	OptiSAR
253	URC-SPA-RPT-019	Assembly of the P2 prototype antenna.pdf	Report	OptiSAR
254	URC-SPA-RPT-035	Corporate feed assembly procedure.pdf	Report	OptiSAR
255	URC-SPA-RPT-114	EM-01 AAA Assembly Instruction.pdf	Report	OptiSAR
256	URC-SPA-RPT-121	EM-02 AAA Assembly Instruction.docx	Report	OptiSAR
257	URC-SPA-TN-018	Dip Brazing Trials.pdf	Technote	OptiSAR
258	URC-SPA-REQ-029	Test Requirement Document for AAA Corporate Feed.pdf	Requirement Specification	OptiSAR
259	URC-SPA-RPT-052	EM Corporate Feed Assembly Supplementary Assembly Metaplast.pdf	Report	OptiSAR
260	URC-SPA-RPT-052	EM Corporate feed assembly supplementary assembly document Metaplast.docx	Report	OptiSAR
261	URC-SPA-RPT-054	Embedded Resistor and Surface Mount Connector Coordinates for Corporate Feed Assemblies URC-SPA-ASM-029 to URC-SPA-ASM-036.xlsx	Report	OptiSAR

#	Document Number	Filename	Type	Program
262	URC-SPA-SOW-012	Statement of Work for the Provision of EM Corporate Feed Assembly PCBs.pdf	Statement of Work	OptiSAR
263	URC-SPA-MIN-007	UrtheCast Meeting Minutes Teledyne.pdf	Minutes	OptiSAR
264	URC-SPA-REQ-019	Test Requirement Document for AAA Corporate Feed.pdf	Requirement Specification	OptiSAR
265	URC-SPA-ICD-016	AAA Corporate Feed PCB ICD.xlsx	Interface Control Document	OptiSAR
266	URC-SPA-RPT-084	CFA re-work Procedure.pdf	Report	OptiSAR
267	URC-SPA-RPT-108	CFA selection rationale.pdf	Report	OptiSAR
268	URC-SPA-RPT-109	X-band CFA selector tool.xlsm	Report	OptiSAR
269	URC-SPA-PLN-030	AAA Corporate Feed PCB Test Procedure	Test Plan	OptiSAR
270	URC-SPA-TPR-001	AAA Corporate Feed Assembly (CFA) Test Procedures.pdf	Test Procedures	OptiSAR
271	URC-SPA-PRS-146	CFA 1st Batch Test Results Presentation.pptx	Presentation	OptiSAR
272	URC-SPA-RPT-081	CFA 1st Batch Output Averages L-Band.xlsm	Report	OptiSAR
273	URC-SPA-RPT-082	CFA 1st Batch Output Averages X-Band.xlsm	Report	OptiSAR
274	URC-SPA-TER-003	CFA 1st Batch Test Report.pdf	Test Report	OptiSAR
275	URC-SPA-PRS-154	CFA 2nd Batch Test Results Presentation.pptx	Presentation	OptiSAR
276	URC-SPA-RPT-085	CFA 2nd Batch Output Averages L-Band.xlsm	Report	OptiSAR
277	URC-SPA-RPT-086	CFA 2nd Batch Output Averages X-Band.xlsm	Report	OptiSAR
278	URC-SPA-TER-010	CFA 2nd Batch Test Report.pdf	Test Report	OptiSAR
279	URC-SPA-PRS-160	CFA 3rd Batch Test Results Presentation.pptx	Presentation	OptiSAR
280	URC-SPA-RPT-090	CFA 3rd Batch Output Averages L-Band.xlsm	Report	OptiSAR
281	URC-SPA-RPT-091	CFA 3rd Batch Output Averages X-Band.xlsm	Report	OptiSAR
282	URC-SPA-PRS-161	CFA 4th Batch Test Results Presentation.pptx	Presentation	OptiSAR
283	URC-SPA-RPT-092	CFA 4th Batch Output Averages L-Band.xlsm	Report	OptiSAR

#	Document Number	Filename	Type	Program
284	URC-SPA-RPT-093	CFA 4th Batch Output Averages X-Band.xlsm	Report	OptiSAR
285	URC-SPA-RPT-111	CFA_Output_Averages_LBand_V2.xlsm	Report	OptiSAR
286	URC-SPA-RPT-112	CFA_Output_Averages_XBand_V2.xlsm	Report	OptiSAR
287	URC-SPA-RPT-113	CFA Mechanical Inspection.xlsx	Report	OptiSAR
288	URC-SPA-TER-024	CFA Overall Test Report.docx	Test Report	OptiSAR
289	URC-SPA-PRS-162	CFA Teledyne Resonance Fixed Boards Test Results Presentation.pptx	Presentation	OptiSAR
290	URC-SPA-RPT-094	CFA Resonance Fixed Boards Output Averages X-Band.xlsm	Report	OptiSAR
291	URC-SPA-RPT-095	CFA Resonance Fixed Boards Output Averages L-Band.xlsm	Report	OptiSAR
292	URC-SPA-PRS-155	Five Reworked CFA Results Presentation.pptx	Presentation	OptiSAR
293	URC-SPA-RPT-087	Five Reworked CFA Output Averages L-Band.xlsm	Report	OptiSAR
294	URC-SPA-TER-019	CFA Test Report of 5 Re-worked boards.pdf	Test Report	OptiSAR
295	URC-SPA-PLN-008	Antenna P2 Test Plan.docx	Test Plan	OptiSAR
296	URC-SPA-PRS-086	URC-SPA-PRS-086Edge & Inter-Panel Gap Effect on the L-band Array.pptx	Presentation	OptiSAR
297	URC-SPA-RPT-002	SAR Antenna Thermal Analysis.pdf	Report	OptiSAR
298	URC-SPA-RPT-003	Antenna Core Structural Report.pdf	Report	OptiSAR
299	URC-SPA-RPT-004	ATA Report SAR Finite Element Modeling and Analysis.pdf	Report	OptiSAR
300	URC-SPA-DD-008	Payload Design Description.pdf	Design Description	OptiSAR
301	UR-SPA-ICD-001	SAR-XL Satellite to Bus ICD.docx	Interface Control Document	OptiSAR
302	URC-SPA-ICD-008	Bus to Payload ICD.pdf	Interface Control Document	OptiSAR
303	SG-SPA-REQ-009	Payload Requirements Specification.pdf	Requirement Specification	OptiSAR
304	URC-SPA-REQ-006	Beams and Modes Specifications.pdf	Requirement Specification	OptiSAR
305	URC-SPA-RPT-061	Payload Requirement Traceability Matrix.xlsx	Report	OptiSAR

#	Document Number	Filename	Type	Program
306	URC-SPA-RPT-066	Payload Requirements EM Statement of Intended Compliance.xls	Report	OptiSAR
307	URC-SYS-TN-024	SAR-XL Payload Design Implementation Report - ABS.pdf	Technote	OptiSAR
308	URC-SYS-TN-025	SAR-XL Image Quality Analysis Report - ABS.pdf	Technote	OptiSAR
309	URC-SYS-TN-026	SAR-XL ABS Pointing Budget	Technote	OptiSAR
310	SG-SPA-TN-001	Image Quality.pdf	Technote	OptiSAR
311	SG-SPA-TN-007	CAN Bus Technote.docx	Technote	OptiSAR
312	SG-SPA-TN-008	Block Adaptive Quantization Technote.pdf	Technote	OptiSAR
313	SG-SPA-TN-012	SAR-XL IBSNR and ANR Technote.pdf	Technote	OptiSAR
314	SG-SPA-TN-012	IBSNR and ANR Technote.docx	Technote	OptiSAR
315	URC-SPA-TN-159	Image Quality Analysis of FlatSat.docx	Technote	OptiSAR
316	URC-SPA-TN-160	Processing and Beam Pattern Losses.docx	Technote	OptiSAR
317	URC-SPA-TN-163	SAR-XL Image Quality Budgets.docx	Technote	OptiSAR
318	URC-SPA-TN-166	Elevation Beam Pattern Nulling.docx	Technote	OptiSAR
319	URC-SPA-TN-177	Multi-aperture Beam Pattern Optimization.docx	Technote	OptiSAR
320	URC-SXL-OT-002	NESZ budget analysis.xlsx	Analysis	OptiSAR
321	XLS-SXL-TN-002	Antenna Grating Lobe Impacts on RAR.docx	Technote	OptiSAR
322	XLS-SXL-TN-005	Azimuth Ambiguity Suppression via Multi-Aperture Processing.docx	Technote	OptiSAR
323	XLS-SXL-TN-006	MultiAperture StripMap Performance Analysis.docx	Technote	OptiSAR
324	XLS-SXL-TN-007	MultiAperture Spotlight Performance Analysis.docx	Technote	OptiSAR
325	XLS-SXL-TN-008	ScanSAR Performance Analysis.docx	Technote	OptiSAR
326	XLS-SXL-TN-010	SAR-XL Multi-Aperture Azimuth Ambiguity Performance	Technote	OptiSAR
327	URC-SPA-TN-003	Phase Noise Technote.pdf	Technote	OptiSAR

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328	URC-SPA-TN-017	MultiAperture Processing.pdf	Technote	OptiSAR
329	URC-SPA-TN-022	Thermoelastic Distortion Analysis.pdf	Technote	OptiSAR
330	URC-SPA-TN-028	EMC Analysis - Conducted Emissions.pdf	Technote	OptiSAR
331	URC-SPA-TN-029	EMC Analysis - Radiated Compatibility.pdf	Technote	OptiSAR
332	URC-SPA-TN-030	Performance of Spot SAR with Multi-Aperture Antenna.pdf	Technote	OptiSAR
333	URC-SPA-TN-033	IPEA Definition.pdf	Technote	OptiSAR
334	URC-SPA-TN-034	Mechanical Layout and Deployment Mechanism.pdf	Technote	OptiSAR
335	URC-SPA-TN-036	Payload Finite Element Modeling & Analysis.pdf	Technote	OptiSAR
336	URC-SPA-TN-048	SAR-XL Redundancy Technote.pdf	Technote	OptiSAR
337	URC-SPA-TN-122	EMC Analysis - Radiated Compatibility pfox.docx	Technote	OptiSAR
338	URC-SPA-TN-123	Radiation Reliability.xlsx	Technote	OptiSAR
339	URC-SPA-TN-132	Heater Circuit Description for Thermal Control.pdf	Technote	OptiSAR
340	URC-SPA-TN-138	SAR-XL MIO Survival Heaters Power.pdf	Technote	OptiSAR
341	XLS-SXL-TN-001	Operational heater control.docx	Technote	OptiSAR
342	XLS-SXL-TN-003	Thermo Elastic Distortion Impacts on SAR Performance.pdf	Technote	OptiSAR
343	URC-SPA-OT-006	SAR Panel Total dissipated power Rev 2.10.10-1.xlsx	Analysis	OptiSAR
344	URC-SPA-OT-040	EM SAR Panel Convection Calculator.xlsx	Analysis	OptiSAR
345	URC-SPA-AYS-002	6_flex_C_shell_freq_20.inp	Analysis	OptiSAR
346	URC-SPA-PRS-113	- Core Conductance Sensitivity Analysis.pptx	Presentation	OptiSAR
347	URC-SPA-PLN-006	FlatSat AIT Plan.pdf	AIT Plan	OptiSAR
348	URC-SYS-PLN-007	EMC Control Plan.docx	PA Plan	OptiSAR
349	URC-SPA-PRD-001	SAR-XL Interface Conductance Thermal Vacuum Test Coupons Assembly Procedure.pdf	Test Procedures	OptiSAR

#	Document Number	Filename	Type	Program
350	URC-SPA-TPR-021	AICU PDHU data test.pdf	Test Procedures	OptiSAR
351	URC-SPA-TPR-030	FlatSat Configuration 3&4 Test Procedures.docx	Test Procedures	OptiSAR
352	URC-SPA-TPR-045	SAR-XL Interface Conductance Thermal Vacuum Tests.pdf	Test Procedures	OptiSAR
353	URC-SPA-PRS-163	TDR Meeting AICU-PDHU Test Results.pdf	Presentation	OptiSAR
354	URC-SPA-PRS-164	IFCU EBB Findings Presentation.pptx	Presentation	OptiSAR
355	URC-SPA-TER-022	AICU PDHU Test Results.pdf	Test Report	OptiSAR
356	URC-SPA-TER-054	Interface Conductance Thermal Vacuum Test Results.pdf	Test Report	OptiSAR
357	URC-SPA-TPR-040	SAR-XL Payload Test Procedures.docx	Test Procedures	OptiSAR
358	URC-SPA-RPT-100	All_CFA_Outputs_To_AAA.xlsm	Report	OptiSAR
359	URC-SPA-CoOP-001	Payload Concept of Operations.pdf	Concept of Operations	OptiSAR
360	URC-SPA-RPT-005	Traceability Report - Bidirectional Relationships Draft.pdf	Report	OptiSAR
361	URC-SPA-RPT-069	SAR-XL Payload FlatSat Testing Report.pdf	Test Report	OptiSAR
362	URC-SPA-TN-136	FlatSat De-risking the EM.pdf	Technote	OptiSAR
363	URC-SPA-TN-168	OptiSAR Payload Configuration Tech Note.pdf	Technote	OptiSAR
364	SG-SPA-PRS-005	SAR-XL Beams and Modes.pdf	Presentation	OptiSAR
365	SG-SPA-PRS-014	SAR-XL Antenna Feed Design.pdf	Presentation	OptiSAR
366	SG-SPA-PRS-015	Antenna Assembly Module.pdf	Presentation	OptiSAR
367	SG-SPA-PRS-018	SAR-XL Requirements Traceability.pdf	Presentation	OptiSAR
368	URC-PM-PRS-001	SAR-XL EM Development - Project Charter.pdf	Presentation	OptiSAR
369	URC-PM-PRS-002	SAR-XL EM Program - Programmatic.pdf	Presentation	OptiSAR
370	URC-PM-PRS-003	Configuration Management and Documentation Approach.pdf	Presentation	OptiSAR
371	URC-SPA-LST-001	Delta SRR and IDR Deliverables List.xlsx	List	OptiSAR

#	Document Number	Filename	Type	Program
372	URC-SPA-PRS-001	SAR-XL DRFU Delta SRR and IDR Status.pdf	Presentation	OptiSAR
373	URC-SPA-PRS-002	SAR-XL AICU Delta SRR and IDR Status.pdf	Presentation	OptiSAR
374	URC-SPA-PRS-003	SAR-XL Antenna Prototype 0 Test Plan.pdf	Presentation	OptiSAR
375	URC-SPA-PRS-004	SAR-XL Payload Layout.pdf	Presentation	OptiSAR
376	URC-SPA-PRS-005	SAR-XL Manufacture and Assembly.pdf	Presentation	OptiSAR
377	URC-SPA-PRS-006	SAR-XL Antenna Prototypes - Mechanical Design.pdf	Presentation	OptiSAR
378	URC-SPA-PRS-007	SAR-XL Delta-SRR and IDR Payload Structural.pdf	Presentation	OptiSAR
379	URC-SPA-PRS-008	SAR-XL Image Quality Modeling in SystemVue.pdf	Presentation	OptiSAR
380	URC-SPA-PRS-009	SAR-XL Power System.pdf	Presentation	OptiSAR
381	URC-SPA-PRS-010	SAR-XL CDHS.pdf	Presentation	OptiSAR
382	URC-SPA-PRS-011	SAR-XL TRM Delta SRR and IDR Status.pdf	Presentation	OptiSAR
383	URC-SPA-PRS-012	IFCU Delta SRR and IDR Status.pdf	Presentation	OptiSAR
384	URC-SPA-PRS-013	SAR-XL Payload Design Description.pdf	Presentation	OptiSAR
385	URC-SPA-PRS-015	SAR-XL Requirements Changes.pdf	Presentation	OptiSAR
386	URC-SPA-PRS-016	SAR-XL TRM Delta-SRR and IDR Status.pdf	Presentation	OptiSAR
387	URC-SPA-PRS-017	SAR-XL Antenna Assembly Module - Phased Array Test.pdf	Presentation	OptiSAR
388	URC-SPA-PRS-018	SAR-XL Risk Analysis and Model Philosophy Payload Development Plan.pdf	Presentation	OptiSAR
389	URC-SPA-PRS-042	SAR-XL IFCU Delta-SRR and IDR.pdf	Presentation	OptiSAR
390	URC-SPA-RPT-007	SAR-XL Satellite Operational Scenario - Power Budget Analysis.pdf	Report	OptiSAR
391	URC-SPA-RPT-008	SAR-XL Antenna Thermal Analysis.pdf	Report	OptiSAR
392	URC-SPA-PRS-042	SAR-XL IFCU Delta-SRR and IDR.pptx	Presentation	OptiSAR
393	URC-SPA-LST-003	PDR Deliverables List.xlsx	List	OptiSAR

#	Document Number	Filename	Type	Program
394	URC-SPA-PRC-025	SAR-XL PDR-QSR Kick-Off - Description Document.pdf	PMO	OptiSAR
395	URC-SPA-PRS-036	PDR_Book_01_Intro - Description Document.pdf	Presentation	OptiSAR
396	URC-SPA-PRS-037	PDR_Book_02_Payload - Description Document.pdf	Presentation	OptiSAR
397	URC-SPA-PRS-038	PDR_Book_03_Antenna - Description Document.pdf	Presentation	OptiSAR
398	URC-SPA-PRS-039	PDR_Book_04_Electronics - Description Document.pdf	Presentation	OptiSAR
399	URC-SPA-PRS-040	PDR_Book_05_Implementation - Description Document.pdf	Presentation	OptiSAR
400	URC-SPA-TN-039	PDR Organization Note.pdf	Technote	OptiSAR
401	URC-SPA-PRS-090	Mechanical and Thermal Design and Analysis.pdf	Presentation	OptiSAR
402	URC-SPA-PRS-100	Payload Operation.pdf	Presentation	OptiSAR
403	URC-SPA-PRS-101	AAA EM Panel Qualification - TO DELETE.pptx	Presentation	OptiSAR
404	URC-SPA-PRS-104	Payload Performance Analysis.pdf	Presentation	OptiSAR
405	URC-SPA-PRS-105	Electrical Design and Analysis Presentation.pdf	Presentation	OptiSAR
406	URC-SPA-PRS-107	Assembly Integration and Testing.pdf	Presentation	OptiSAR
407	URC-SPA-PRS-108	Introduction and Development Plan.pdf	Presentation	OptiSAR
408	URC-SPA-PRS-109	Payload Overview.pdf	Presentation	OptiSAR
409	URC-SPA-PRS-179	Introduction and Development Plan.pdf	Presentation	OptiSAR
410	SG-SPA-OT-001	Payload Technical Budgets.xlsx	Analysis	OptiSAR
411	URC-SPA-PLN-023	Engineering Model AIT Plan	AIT Plan	OptiSAR
412	URC-SPA-PLN-023	Engineering Model AIT Plan.pdf	AIT Plan	OptiSAR
413	URC-SPA-PLN-024	EM Payload Verification Matrix.xlsx	Verification	OptiSAR
414	URC-SPA-RPT-046	TELECAN SPACE SAR-XL Antenna Analysis Progress Report.pdf	Report	OptiSAR
415	URC-SPA-RPT-065	SAR XL Mass Budget.xlsx	Report	OptiSAR

#	Document Number	Filename	Type	Program
416	URC-SPA-RPT-074	SAR-XL Hardware Testing Plan Update and Status Report.pdf	Test Report	OptiSAR
417	URC-SPA-TN-091	Solder Fatigue of Surface Mount Components by Thermal Cycling.pdf	Technote	OptiSAR
418	URC-SPA-TN-105	FEA Activities.pdf	Technote	OptiSAR
419	URC-SPA-TN-117	Thermal Cycling Equations for Life Testing.xlsx	Technote	OptiSAR
420	URC-SPA-TN-118	Component Radiation Validation.pdf	Technote	OptiSAR
421	URC-SYS-TN-017	SAR XL Units Shock Levels.xlsx	Technote	OptiSAR
422	URC-SPA-AYS-004	SAR-XL SpotSAR EM CDR Analysis.zip	Analysis	OptiSAR
423	URC-SPA-LST-008	SAR-XL EM CDR Deliverables (Unit Level Release).xlsx	List	OptiSAR
424	URC-SPA-MEM-014	SAR-XL EM CDR Close Out Note (Working Copy).docx	PMO	OptiSAR
425	URC-SPA-MEM-014	SAR-XL EM CDR Close Out Note .pdf	PMO	OptiSAR
426	URC-SPA-TN-097	SAR-XL EM CDR Organization Note.pdf	Technote	OptiSAR
427	URC-SPA-ASM-020	AAA assembly, left	Drawing	OptiSAR
428	URC-SPA-DD-019	SAR XL Antenna Design Description and Analysis.pdf	Design Description	OptiSAR
429	URC-SPA-PLN-016	EM AAA manufacturing and assembly plan.pdf	AIT Plan	OptiSAR
430	URC-SPA-PRC-006	AAA EM SOC.xls	Verification	OptiSAR
431	URC-SPA-RPT-043	EM Corporate Feed Assembly Supplementary Assembly Document.pdf	Report	OptiSAR
432	URC-SPA-RPT-048	Coupon testing summary in support of the EM AAA.pdf	Test Report	OptiSAR
433	URC-SPA-SOW-009	Rantec Antennas statement of work EM radiator assembly.docx	Statement of Work	OptiSAR
434	URC-SPA-SOW-010	Statement of Work for the Provision of EM Corporate Feed Assembly PCBs.pdf	Statement of Work	OptiSAR
435	URC-SPA-TN-100	Mechanical Development - EM Antenna Array Assembly (AAA).pdf	Technote	OptiSAR
436	URC-SPA-TN-110	AAA FMECA.xlsx	Technote	OptiSAR
437	URC-SPA-RPT-049	SAR-XL AICU EM Statement of Compliance (SoC).xlsx	Report	OptiSAR

#	Document Number	Filename	Type	Program
438	URC-SPA-RPT-055	AICU EM Mechanical Design & Thermal Analysis Report.pdf	Report	OptiSAR
439	URC-SPA-RPT-057	DRFU Unit Mechanical Design.pdf	Report	OptiSAR
440	URC-SPA-RPT-058	DRFU Unit Structural Analysis.docx	Report	OptiSAR
441	URC-SPA-RPT-059	DRFU Unit Thermal Design and Analysis_v2.pdf	Report	OptiSAR
442	URC-SPA-RPT-060	DRFU Unit Structural Analysis.pdf	Report	OptiSAR
443	UR-SPA-TN-004	Compliance Status.xlsx	Technote	OptiSAR
444	URC-SPA-PRS-092	SAR-XL AICU EM CDR Presentation.pptx	Presentation	OptiSAR
445	URC-SPA-PRS-096	SAR-XL DRFU EM CDR Presentation.pptx	Presentation	OptiSAR
446	URC-SPA-PRS-098	AAA Units CDR Charts - May 02 2017.pptx	Presentation	OptiSAR
447	0268284	Urthecast SAR Components Radiation Test Report.pdf	Report	OptiSAR
448	SG-SPA-RPT-001	Radiation SAR Test Results.pdf	Test Report	OptiSAR
449	SG-SPA-RPT-018	Parts Radiation Test Report.pdf	Test Report	OptiSAR
450	URC-SPA-PLN-009	SAR-XL Qualification Plan.xlsx	Qualification Plan	OptiSAR
451	URC-SPA-PLN-010	SAR-XL Payload QSR Organizational Note.pdf	Qualification Plan	OptiSAR
452	URC-SPA-PLN-011	SAR-XL Qualification Plan.pptx	Qualification Plan	OptiSAR
453	URC-SPA-PRS-066	QSR SAR-XL payload.pptx	Presentation	OptiSAR
454	URC-SPA-PRS-067	DRFU_parts_radiation-test.pptx	Presentation	OptiSAR
455	URC-SPA-RPT-026	SAR-XL DRFU Parts Radiation Testing.pdf	Test Report	OptiSAR
456	URC-SPA-RPT-027	SAR-XL DRFU Parts Radiation Testing.pdf	Test Report	OptiSAR
457	URC-SPA-RPT-028	AAA PBS QSR.xlsx	Report	OptiSAR
458	URC-SPA-RPT-029	AICU PBS QSR.XLSX	Report	OptiSAR
459	URC-SPA-RPT-030	DRFU PBS QSR.XLSX	Report	OptiSAR
460	URC-SPA-RPT-031	Payload PBS QSR.xlsx	Report	OptiSAR

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461	URC-SPA-TN-095	Atomic Oxygen Effects on Spacecraft Materials.pdf	Technote	OptiSAR
462	URC-SPA-PLN-036	AAA Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
463	URC-SPA-PLN-037	AICU Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
464	URC-SPA-PLN-038	DRFU Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
465	URC-SPA-PLN-039	IFCU Verification Cross Reference Matrix .xlsx	Verification	OptiSAR
466	URC-SPA-PLN-040	List Test Procedures (TPRs) and Contents.xlsx	Test Plan	OptiSAR
467	URC-SPA-PLN-041	TRM Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
468	URC-SPA-PLN-042	SAR-XL Payload Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
469	URC-SPA-PLN-044	SAR-XL Payload Verification Plan.docx	Verification	OptiSAR
470	URC-SPA-PLN-046	Cable Harness Verification Cross Reference Matrix.xlsx	Verification	OptiSAR
471	URC-SPA-PRS-147	Verification Progress Meeting #1.pdf	Presentation	OptiSAR
472	URC-SPA-PRS-148	Verification Progress Meeting #2.pdf	Presentation	OptiSAR
473	URC-SPA-PRS-149	Verification Progress Meeting #3.pdf	Presentation	OptiSAR
474	URC-SPA-PRS-166	Verification Progress Meeting #4.pdf	Presentation	OptiSAR
475	URC-SPA-RPT-123	Payload Unit Assembly Instruction for EM-02 AAA (100562).docx	Report	OptiSAR
476	URC-SPA-TN-141	OptiSAR Near-Earth Thermal Environment Parameters.pdf	Technote	OptiSAR
477	URC-SPA-PLN-027	Radiation Testing at TRIUMF.pdf	Test Plan	OptiSAR
478	URC-SPA-PRS-081	Backprojection Algorithm for SOAP.pptx	Presentation	OptiSAR
479	URC-SPA-REQ-003	SAR-XL Satellite Requirements Specification.pdf	Requirement Specification	OptiSAR
480	URC-SYS-TN-023	Active Beam Steering Technical Note.pdf	Technote	OptiSAR
481	URC-SPA-OT-046	SC PDR Milestone Acceptance Certificate.pdf	List	OptiSAR
482	URC-SPA-TN-011	RF Link Budgets.xlsx	Technote	OptiSAR

#	Document Number	Filename	Type	Program
483	SG-SYS-OT-001	2nd Gen Acronyms and Glossary.pdf	Analysis	OptiSAR
484	URC-SPA-PRS-079	OptiSAR Technical Overview Feb 2 2017 v0.pptx	Presentation	OptiSAR
485	URC-SPA-PRS-080	OptiSAR Technical Overview Feb 2 2017 v0.2.pptx	Presentation	OptiSAR
486	URC-SPA-DD-017	SPU FW EM Design Document.pdf	Design Description	OptiSAR
487	URC-SPA-OT-035	SPU FW EM PDR Deliverables.xlsx	Analysis	OptiSAR
488	URC-SPA-PRC-005	SPU FW EM Test Plan .pdf	Test Plan	OptiSAR
489	URC-SPA-TN-073	SOAP ScanSAR Algorithm Technote.pdf	Technote	OptiSAR
490	URC-SPA-TN-082	SPU EM PDR Organization Note.pdf	Technote	OptiSAR
491	URC-SPA-TN-083	SPU EM Technical Power Budgets.pdf	Technote	OptiSAR
492	URC-SPA-PM-001	SPU FW EM Project Charter.pptx	PMO	OptiSAR
493	URC-SYS-PRS-006	SPU FW EM PDR.pptx	Presentation	OptiSAR
494	URC-SPA-AYS-003	R03 SOAP Benchmark Resource Analysis Model.xlsx	Analysis	OptiSAR
495	URC-SPA-DD-032	SOAP Prototype HDD GBPU.zip	Design Description	OptiSAR
496	URC-SPA-DD-033	SOAP Prototype HDD RML.zip	Design Description	OptiSAR
497	URC-SPA-DD-034	SOAP Prototype HDD RMVU.zip	Design Description	OptiSAR
498	URC-SPA-PRC-011	Release 03 SOAP Test Plan.pdf	Test Plan	OptiSAR
499	URC-SPA-PRS-152	SOAP R03 Presentation.pptx	Presentation	OptiSAR
500	URC-SPA-TN-121	R03 SOAP Algorithm Definition TN_16June2018.pdf	Technote	OptiSAR
501	URC-SPA-TN-150	SOAP R03 Range Compression HDD.zip	Technote	OptiSAR
502	URC-SPA-TN-152	SOAP FPGA Resource, Power and SEU Analysis Report.pdf	Technote	OptiSAR
503	URC-SPA-PRS-115	URC-SPA-PRS-114_R02_SOAP_Review_25July2017.pdf	Presentation	OptiSAR
504		DND Stream one Deimos Space Invoice 77.pdf	Contract	DGSpace
505		DND Study_CTR DMS-URTHECAST_Signed bp.pdf	Contract	DGSpace

#	Document Number	Filename	Type	Program
506		DND Study_CTR DMS-UTHECAST.pdf	Contract	DGSpace
507		MUTUAL NON.DISCLOSURE AG_001.pdf	Contract	DGSpace
508		MUTUAL NON.DISCLOSURE AG_001_Signed bp.pdf	Contract	DGSpace
509		W6369-200196.002 Stream 1 Contract.pdf	Contract	DGSpace
510		letter from DND Jan 23.pdf	Contract	DGSpace
511		DND DG Space Stream 1 Req .pdf	Requirement Specification	DGSpace
512		2020-03-25_PSCD-Urthecast_W6369-200196.002 Stream 1 Final Report.docx	Report	DGSpace
513		UrtheCast_DND Stream 1 Final Condensed Summary Presentation 2Apr2020.pdf	Presentation	DGSpace
514		UrtheCast_DND Stream 1 Final Condensed Summary Presentation 30Mar2020.pptx	Presentation	DGSpace
515	URC-SPA-TN-172	[RD2]TerraSAR-X Analysis (by P. Vachon).pdf	Technote	DGSpace
516	URC-SPA-TN-173	UCM-SPA-TN-001 Ship Detection Design and Analysis Technote.pdf	Technote	DGSpace
517	URC-SPA-TN-174	[RD1]Vachon-GMES Sentinel-1 Analysis.pdf	Technote	DGSpace
518		W6369-200196-005 Stream 2 UrtheCast.pdf	Contract	DGSpace
519		Stream 2 SBS Requirements _V2.0.pdf	Requirement Specification	DGSpace
520		2020-03-25_PSCD-Urthecast_W6369-200196.005 Stream 2 Final Report.docx	Report	DGSpace
521		DIRP_Dec2017_01.pptx	Presentation	DIRP_2016
522		Correction and Characterization of Radio Frequency Interference Signatures in L-Band Synthetic Aperture Radar Data.pdf	Technote	DIRP_2016
523		DIRP Adv Radar FINAL PRES_04am.pptx	Presentation	DIRP_2016
524		DIRP Adv Radar FINAL PRES_04pm.pptx	Presentation	DIRP_2016
525		Wade SAR-XL Technology Overview v3 - 28Mar2019.pptx	Presentation	DIRP_2016
526	URC-SPA-DD-042	DIRP-Radar CFA Design Description.pdf	Design Description	DIRP_2016
527	URC-SPA-PLN-050	DIRP-RADAR Antenna EM001 NFR Test Plan.pdf	Test Plan	DIRP_2016
528	URC-SPA-PRS-174	DIRP Adv Radar FINAL Review 19-03-28.pdf	Presentation	DIRP_2016
529	URC-SPA-PRS-174	DIRP Adv Radar FINAL Review 19-03-28.pptx	Presentation	DIRP_2016
530	URC-SPA-RPT-116	DIRP-Advanced Radar Quad Chart 04.04.19 .pdf	Report	DIRP_2016
531	URC-SPA-TER-048	DIRP-Radar RFSoc Radiation Test Report and Outage Analysis.pdf	Test Report	DIRP_2016

#	Document Number	Filename	Type	Program
532	URC-SPA-TER-049	DIRP-RADAR Antenna EM001 NFR Test Report.pdf	Test Report	DIRP_2016
533	URC-SPA-TER-051	DIRP-Radar SAR-XL Payload FlatSat Test Report.pdf	Test Report	DIRP_2016
534	URC-SPA-TN-153	DIRP- Advanced Radar RFSoc Radiation Risks .pdf	Technote	DIRP_2016
535	URC-SPA-TN-155	DIRP-Radar SAR-XL Advanced Mode Technote.pdf	Technote	DIRP_2016
536	XLS-SXL-TN-010	DIRP-Radar SAR-XL In-Theatre Tasking Mode.docx	Technote	DIRP_2016
537	UR-SPA-DD-001	DIRP-Advanced Radar AICU Design Description.pdf	Design Description	DIRP_2016
538	UR-SPA-OT-004	DIRP- Advanced Radar_Thermoelastic Distortion Analysis.pdf	Analysis	DIRP_2016
539	UR-SPA-OT-005	DIRP-Advanced Radar_DRFU Design Description.pdf	Design Description	DIRP_2016
540	UR-SPA-OT-006	DIRP-Advanced Radar_ FEA Activities.pdf	Analysis	DIRP_2016
541	UR-SPA-OT-007	DIRP-Advanced Radar_ Payload Design Description.pdf	Design Description	DIRP_2016
542	UR-SPA-OT-008	DIRP-Advanced Radar _SAR-XL Payload Req Spec.pdf	Requirement Specification	DIRP_2016
543	UR-SPA-OT-009	DIRP-Advanced Radar_Performance of Spot SAR with Multi-Aperture Antenna.pdf	Technote	DIRP_2016
544	UR-SPA-OT-012	DIRP- Advanced Radar_AICU Design Description.pdf	Design Description	DIRP_2016
545	UR-SPA-OT-013	DIRP- Advanced Radar_DRFU ADC Phase and Amplitude Error Test Report.pdf	Test Report	DIRP_2016
546	UR-SPA-OT-014	DIRP- Advanced Radar_X-Band Array Configuration Tradeoff Study.pdf	Technote	DIRP_2016
547	UR-SPA-OT-015	DIRP-Advanced Radar_SAR-XL DRFU Phase and Amplitude Calibration.pdf	Technote	DIRP_2016
548	UR-SPA-TN-006	DIRP-Radar AIT Summary.pdf	Technote	DIRP_2016
549	URC-SPA-DD-040	DIRP Radar SAR-XL Antenna Array Assembly DD.pdf	Design Description	DIRP_2016
550	URC-SPA-PRS-125	DIRP-RADAR_SAR-XL Multi-Aperture Performance Analysis.pdf	Presentation	DIRP_2016
551	URC-SPA-PRS-125	DIRP-RADAR_SAR-XL Multi-Aperture Performance Analysis.pptx	Presentation	DIRP_2016
552	URC-SPA-TER-044	DIRP-Radar AICU EM2.0 Release Test Results.pdf	Test Report	DIRP_2016
553	URC-SPA-TPR-043	DIRP-Radar AICU EM2.0 Release Test Procedures.pdf	Test Procedures	DIRP_2016

#	Document Number	Filename	Type	Program
554		DIRP_2016_NextGenSAR_Technical_Final (Working Copy).docx	Report	DIRP_2016
555	URC-PM-PM-003	DIRP02_COVER LETTER_Larson_2016-08-05.docx	Contract	DIRP_2016
556	URC-SPA-PM-002	DIRP_Radar_WBS.xlsx	Contract	DIRP_2016
557	URC-SPA-PM-003	DRDC Cost Breakdown_DIRP_Radar_05.xls	Contract	DIRP_2016
558	URC-SPA-PM-004	DIRP_2016_Radar_Presentation to DRDC.pptx	Presentation	DIRP_2016
559	URC-SPA-PM-005	DIRP_2016_NextGenSAR_Technical (7a).pdf	Report	DIRP_2016
560	URC-SPA-SOW-007	DIRP_Radar SoW.docm	Statement of Work	DIRP_2016
561		W7714-176304 Contract amendment 001.pdf	Contract	DIRP_2016
562		W7714-176304 Contract award.pdf	Contract	DIRP_2016
563		DIRP-RADAR Actions (June 20, 2018).xlsx	PMO	DIRP_2016
564		01 UrtheCast_DRDC_DIRP Adv Radar FINAL_Integrated_2019-03-28.pptx	Presentation	DIRP_2016
565		DIRP Adv Radar FINAL PRES_04am.pptx	Presentation	DIRP_2016
566		DIRP Adv Radar FINAL PRES_04pm.pptx	Presentation	DIRP_2016
567	UR-SPA-RPT-024	October 17 2018 DIRP-Radar Quad Chart.pdf	Report	DIRP_2016
568	URC-PM-PRS-008	DIRP-Progress Meeting 2.pptx	Presentation	DIRP_2016
569	URC-SPA-MIN-011	DIRP-Advanced Radar- Prog.Meeting 2, meeting minutes.pdf	Minutes	DIRP_2016
570	URC-SPA-MIN-012	DIRP Radar Interim Review Meeting Minutes.docx	Minutes	DIRP_2016
571	URC-SPA-MIN-012	DIRP Radar Interim Review.pdf	Minutes	DIRP_2016
572	URC-SPA-PRS-159	Interim #2 DIRP Advanced Radar Presentation.pdf	Presentation	DIRP_2016
573	URC-SPA-PRS-159	Interim #2 DIRP Advanced Radar Presentation.pptx	Presentation	DIRP_2016
574	URC-SPA-PRS-171	DIRP Radar Advanced Modes Input to main presentation (Feb 2019).pptx	Presentation	DIRP_2016
575	URC-SPA-PRS-172	DIRP_Radar_ProgrReview2019q1_01.pptx	Presentation	DIRP_2016
576	URC-SPA-RPT-044	UR DIRP Status Report – Advanced Radar (February 2017).pdf	Report	DIRP_2016
577	URC-SPA-RPT-067	DIRP-Radar Status Report July 5th 2017.docx	Report	DIRP_2016

#	Document Number	Filename	Type	Program
578	URC-SPA-RPT-070	DIRP September Status Report.pdf	Report	DIRP_2016
579	XLS-SXL-PRS-009	In-Theatre Tasking.pptx	Presentation	DIRP_2016
580	URC-PM-PRS-006	DIRP Kick-Off to DRDC.pdf	Presentation	DIRP_2016
581	URC-PM-PRS-006	DIRP Kick-Off to DRDC.pptx	Presentation	DIRP_2016
582	URC-SPA-MEM-031	Project Summary brochure.pdf	PMO	DIRP_2016
583	URC-SPA-PM-010	DIRP Radar (Internal) Charter.pptx	PMO	DIRP_2016
584	URC-SPA-RPT-107	DIRP SOAP Final Technical Report.pdf	Report	DIRP_2016
585	URC-SPA-RPT-110	DIRP-SOAP Final Report.docx	Report	DIRP_2016
586	URC-SPA-PRS-102	On-Board Processing of SAR Data (DIRP).pptx	Presentation	DIRP_2016
587	URC-SPA-PRS-122	DIRP_Onboard_Processing_System_Engineering_TDR.pptx	Presentation	DIRP_2016
588	URC-SPA-PRS-130	DIRP-SOAP FPGA Design Review.pptx	Presentation	DIRP_2016
589	URC-SPA-PRS-156	DIRP-SOAP FPGA Resources Review.pptx	Presentation	DIRP_2016
590	URC-SPA-PRS-169	DIRP-SOAP Final Review DND.pptx	Presentation	DIRP_2016
591	URC-SPA-PRS-170	DIRP-SOAP Final Review Presentation.pptx	Presentation	DIRP_2016
592	URC-SPA-DD-021	DIRP Onboard SAR Processing SDD.pdf	Design Description	DIRP_2016
593	URC-SPA-PRC-009	DIRP Onboard SAR Processing Test Plan.pdf	Test Plan	DIRP_2016
594	URC-SPA-TER-046	r03_asd_benchmarkmdel_1Feb2019.xlsx	Test Report	DIRP_2016
595	URC-SPA-PM-007	DIRP-SOAP Charter.pptx	PMO	DIRP_2016
596	URC-SPA-PM-009	Urthecast DIRP Onboard Processing ME Report.pdf	Report	DIRP_2016
597	URC-SPA-PRS-078	DIRP-SOAP Kick-off.pptx	Presentation	DIRP_2016
598	URC-SPA-SOW-008	DIRP_SoW_Onboard_Proc.docx	Statement of Work	DIRP_2016
599		Evaluation Results Summary.pdf	Report	STDP_Self_Cue
600		STDP_AO2018_SelfCueing_09.pdf	Report	STDP_Self_Cue

APPENDIX 6
TO SCHEDULE "A" – USER MANUALS

#	Document Number	Filename	Program
1	URC-SPA-MAN-010	Beams and Modes Tool User Manual.docx	OptiSAR
2	URC-SPA-MAN-008	DRFU Firmware.docx	OptiSAR
3	URC-SPA-MAN-003	SAR-XL Data Dictionary.pdf	OptiSAR
4	URC-SPA-MAN-009	SARCAN Protocol Specification.docx	OptiSAR
5	URC-SPA-MAN-011	IntraCan Protocol Specification.docx	OptiSAR
6	SG-SPA-MAN-002	Command and Telemetry Handbook.pdf	OptiSAR
7	URC-SPA-MAN-002	SAR-XL Imaging Configuration Handbook.pdf	OptiSAR
8	URC-SPA-MAN-004	SAR-XL User Manual.pdf	OptiSAR
9	URC-SPA-MAN-007	PDHU Firmware.pdf	OptiSAR
10	UR-SPA-OT-010	DIRP-Advanced Radar_SAR-XL Imaging Configuration Handbook.pdf	DIRP_2016
11	UR-SPA-OT-011	DIRP-Advanced Radar_SAR-XL User Manual.pdf	DIRP_2016

APPENDIX 7 TO SCHEDULE "A" – PATENTS

Internal Patent Ref No.	Intl Pub No. (or App No. if not yet published) & National Phase patent No. (if awarded)	Title & Description	Status
404	WO 2016/153914 A8	"Apparatus and Methods for Synthetic Aperture Radar with Digital Beam Forming" Technique on how to efficiently implement the digital beam forming.	Priority Filing Date: 25 Mar 2015 Int'l Publication Date: 17 Nov 2016 Entered National Phase: 6 Sep 2018 Filed in Canada & U.S Patent awarded in US. Publication of patent is in process. Canada patent still in process.
405	WO 2017/044168 A3	"Efficient Planar Phased Array Antenna Assembly" SAR-XL antenna	Priority Filing Date: 16 Jun 2015 Int'l Publication Date: 16 Mar 2017 Entered National Phase: 2 Jun 2016 Filed in Canada, Europe, U.S. & China Patent Awarded in Europe. Countries selected are: UK, France and Germany, Italy, Switzerland/Lichtenstein & Finland. Publication of patent in process. Patent awarded in US. Publication of patent in process. Canada and China patents are still in process
408	WO 2017/091747 A1	"Synthetic Aperture Radar Imaging Apparatus and Methods" SAR Self Imaging Mode where the SAR antenna is used to downlink the data while also imaging (single frequency band)	Priority Filing Date: 25 Nov 2015 Int'l Publication Date: 1 Jun 2017 Entered National Phase: 22 May 2018 Filed in Canada, Europe & U.S All are still in process
40801	WO 2018/217814 A1	"Synthetic Aperture Radar Imaging Apparatus and Methods" SAR Self Imaging Mode where the SAR antenna is used to downlink the data while also imaging in both L-band and X-band (multiple frequency bands)	Priority Filing Date: 23 May 2017 Int'l Publication Date: 29 Nov 2018 Entered National Phase: 19 Dec 2019 Filed in Canada, Europe & U.S All are still in process
410	WO 2018/217815 A8	"Apparatus and Methods for a Synthetic Aperture Radar with Self-Cueing" SAR-XL with self-cueing for wide area surveillance and high res imaging of detected objects	Priority Filing Date: 23 May 2017 Int'l Publication Date: 29 Nov 2018 Entered National Phase: 3 Dec 2019 Filed in Canada, Europe & U.S All are still in process
411	WO 2018/217900 A1	"Apparatus and Methods for a Synthetic Aperture Radar with Multi-Aperture Antenna" Multi-Aperture Spotlight Mode	Priority Filing Date: 23 May 2017 Int'l Publication Date: 29 Nov 2018 Entered National Phase: 3 Dec 2019 Filed in Canada, Europe & U.S All are still in process

Internal Patent Ref No.	Intl Pub No. (or App No. if not yet published) & National Phase patent No. (if awarded)	Title & Description	Status
412	WO 2018/217902 A1	"Synthetic Aperture Radar Imaging Apparatus and Methods for Moving Targets" Multi beam SAR velocity estimate of detected targets	Priority Filing Date: 23 May 2017 Int'l Publication Date: 29 Nov 2018 Entered National Phase: 3 Dec 2019 Filed in Canada, Europe & U.S All are still in process
413	WO 2019/226194 A2	"Synthetic Aperture Radar Apparatus and Methods" Range Ambiguity Suppression Techniques for digital multi-beam SAR	Priority Filing Date: 22 Nov 2017 Int'l Patent filing Date: 21 Nov 2018 Int'l Patent published on 28 Nov 2019 Not entered National Phase yet
415	Provisional Patent filed in US	"Systems and Methods for Determining Operational Parameters of a Synthetic Aperture Radar" ScanSAR Swath Width determination using graph theory	Priority Filing Date: 5 Jul 2019 Int'l Patent filing Date: 6 July 2020 International patent not yet published

APPENDIX 8
TO SCHEDULE "A" – ON BOARD PROCESSING DEVELOPMENT ITEMS

Part Number	Description	Count
EK-U1-VCU128-G	Virtex UltraScale+ HBM VCU128 FPGA Evaluation Kit	1
EK-U1-VCU129-PP-G	Virtex UltraScale+ 56G PAM4 VCU129 FPGA Evaluation Kit	1
EK-U1-ZCU111-G	Zynq UltraScale+ RFSoc ZCU111 Evaluation Kit	1
AIT PC/Workstation	The workstation needed for building hardware	1

Note that the following software licenses would have to be made available to the team to allow development to continue (if current Urthecast software licenses are not transferable):

MATLAB Floating License	3
MS Visual Studio Professional	1
Vivado HL System Edition	3

SCHEDULE "B"
KACST RELATED ASSETS

1. SAR-XL EM Payload:
 - (a) EM antenna panel, qty 2
 - (b) EM Digital RF Unit (DRFU) (dual redundant), qty 1
 - (c) EM DRFU kit-of-parts (includes all required hardware including prime and redundant DRFU boards, the housing, connectors, etc. to assembly qty 1 DRFU)
 - (d) DC/Comms harness for a single antenna panel
 - (e) RF interconnections for both antenna panels
 - (f) AICU (dual redundant) installed in the EGSE rack (see below)_
2. SAR-XL GSE (used to enable operation and testing of the SAR-XL EM Payload)
 - (a) EGSE rack:
 - (i) the AICU
 - (ii) Payload Data Handling Unit (PDHU) emulator – this is an emulator for the SSTL bus PDHU (which is a high speed mass memory unit)
 - (iii) Daedalus payload controller PC
 - (iv) Power supplies for payload
 - (b) EGSE harness
 - (i) Cables / harness to connect EGSE to facility
 - (ii) Cables harness to connect EGSE rack to payload
 - (iii) Payload handling and lifting fixtures
 - (iv) Landscape trolley (for a single antenna panel)
 - (v) Portrait trolley (for a pair of panels side by side)
 - (vi) Lifting spreader

3. Assumed Contracts

Customer	Description	Contract amount Cdn\$	Comments	Status	Type
KACST	Technology development program		Contract signed - underway	Ongoing	Contract with various other parties

SCHEDULE "C"
EXCLUDED ASSETS

1. All Ground Segment Hardware and Software (for example, processors, UrthePipeline, Flight Operations System)
2. OptiSAR SOAP (SAR Onboard Automated Processor) Firmware development system with FPGA evaluation kit (Note: this has been superseded by the current OBP development system with FPGA Evaluation kits listed in Schedule A – Appendix 8)
3. Nanowave owned TRM and IFCU modules
4. Personal Laptops etc. of transferred staff

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SCHEDULE "D"
PERMITTED ENCUMBRANCES

None.

SCHEDULE "E"
FORM OF APPROVAL AND VESTING ORDER

No. S-208894
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF
URTHECAST CORP., URTHECAST INTERNATIONAL CORP., URTHECAST USA INC.,
1185729 B.C. LTD, AND THOSE OTHER PETITIONERS SET OUT ON THE ATTACHED
SCHEDULE "A"

PETITIONERS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE MADAME)
JUSTICE SHARMA) ●/●/●
)

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the ● day of ●, ●; **AND ON HEARING THE APPLICATION** of ●, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; **AND UPON READING** the material filed, including the ● Report of the Ernst & Young Inc. in its capacity as the Monitor of the Petitioners (in such capacity, the "**Monitor**") dated ●, 2020 (the "**Report**")

AND UPON BEING ADVISED that the secured creditors and others who are likely to be affected by the orders set out herein were given notice;

AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Rules and the inherent jurisdiction of the Court,

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the notice of application for this Order is hereby abridged and deemed good and sufficient, and this application is properly returnable today.
2. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated as of November 23, 2020 (the "**Sale Agreement**") between UrtheCast Corp. (the "**Vendor**") and 1262743 B.C. Ltd. (the "**Purchaser**"), a copy of which is attached as **Schedule "B"** hereto is hereby approved, and the Sale Agreement is declared to be commercially reasonable. The execution of the Sale Agreement by the Vendor is hereby authorized and approved, and the Vendor is hereby

authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").

3. The Transition Services Agreement (as such term is defined in the Sale Agreement) is hereby approved. The execution of the Transition Services Agreement by the Vendor is hereby authorized and approved, and the Vendor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to give effect to the terms thereof.
4. Upon delivery by the Monitor to the Purchaser of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Monitor's Certificate**"), all of the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated September 4, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act of British Columbia* or any other personal property registry system; and (iii) all claims in respect of any taxes owing by the Vendor as at the closing date (as defined in the Sale Agreement); and (iv) those Claims listed on **Schedule "D"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "E"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
6. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof.
7. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Vendor is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Vendor's past and current employees, to the extent such employees are assumed by the Purchaser pursuant to the Purchase Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendor.
8. The Vendor, with the consent of the Monitor and the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

9. Notwithstanding:
- (a) these proceedings under the CCAA;
 - (b) any applications for a bankruptcy order in respect of any Petitioner now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of any Petitioner,
- the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Petitioners, the Monitor, and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners or the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners or the Monitor and their agents in carrying out the terms of this Order.
11. The Petitioners or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of ●

☐ Party ☒ Lawyer for the Petitioners

BY THE COURT

REGISTRAR

SCHEDULE "F"
FORM OF MONITOR'S CERTIFICATE

No. S-208894
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF
URTHECAST CORP., URTHECAST INTERNATIONAL CORP., URTHECAST
USA INC., 1185729 B.C. LTD, AND THOSE OTHER PETITIONERS SET OUT
ON THE ATTACHED SCHEDULE "A"

PETITIONERS

MONITOR'S CERTIFICATE

- A. By order made September 4, 2020, this Court appointed Ernst & Young Inc. as monitor (the "**Monitor**") of each of the Petitioners pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-46 (as amended, the "**CCAA**").
- B. Pursuant to an order of the Court dated ●, 2020 (the "**Approval and Vesting Order**"), the Court approved the sale of the Purchased Assets to 1262743 B.C. Ltd. (the "**Purchaser**"), providing for the vesting of the Purchased Assets (as defined in the Sale Agreement) in the Purchaser, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; and (ii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order.

THE MONITOR HEREBY CERTIFIES the following:

- 1. The Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Purchaser and Vendor that all conditions of Closing have been satisfied or waived by the applicable Parties.
- 2. The Monitor has received the Purchase Price.

This Certificate was delivered by the Monitor at [TIME] on _____ 2020.

ERNST & YOUNG INC., in its capacity as the
Monitor of the Petitioners, and not in its
personal capacity:

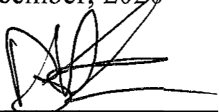
Per: _____
Name

SCHEDULE "G"
PURCHASE PRICE ALLOCATION

Asset Class	Purchase Price Allocation
SAR Assets	\$1,000,000
KACST Related Assets	\$225,000

42399320.4

This is **Exhibit "O"** of the affidavit of
Sai Chu affirmed before me at
Vancouver, British Columbia the 29th day
of December, 2020



A Commissioner for taking Affidavits in and for
the Province of British Columbia

SETTLEMENT AND RELEASE AGREEMENT

THIS AGREEMENT is made effective as of December 21, 2020 (this "**Agreement**").

BETWEEN:

UrtheCast Corporation ("**UrtheCast**"), a body corporate pursuant to the laws of Ontario, having a place of business at 33-1055 Canada Place, Vancouver B.C., and its affiliate and subsidiary entities listed on Schedule "A" hereto

(collectively, with UrtheCast, the "**UrtheCast Entities**")

AND:

HCP-FVL, LLC, a limited liability company registered with the State of Delaware, USA

("Hale")

(each, a "**Party**", and collectively the "**Parties**")

WHEREAS:

A. UrtheCast obtained relief pursuant to the *Companies' Creditors Arrangement Act* (Canada) (as amended, the "**CCAA**") pursuant to an order of the British Columbia Supreme Court (the "**CCAA Court**") dated September 4, 2020 (the "**Initial Order**"), and UrtheCast's proceedings under the CCAA were issued Court File No. S208894 (the "**CCAA Proceedings**");

B. Hale (as lender) and UrtheCast (as borrower) entered into a commitment letter agreement in respect of an interim debtor-in-possession credit facility intended to provide financing for the CCAA Proceedings (the "**Hale DIP Facility**");

C. The CCAA Court approved the Hale DIP Facility and approved a charge in favour of Hale pursuant to an order issued September 23, 2020;

D. By order issued October 16, 2020 (the "**Third Amended & Restated Initial Order**"), the CCAA Court approved: (i) a replacement interim financing facility (the "**Replacement DIP Facility**") provided by a new lender (the "**Replacement Lender**"), (ii) a charge in favour of the Replacement Lender, and (iii) authorized UrtheCast to borrow funds under the Replacement DIP Facility in accordance with its terms;

E. On November 5, 2020, Hale filed with the British Columbia Court of Appeal (the "**BCCA**") a Notice of Application for Leave to Appeal the Third Amended & Restated Initial Order, and a hearing date was set for December 22, 2020 to adjudicate Hale's leave to appeal motion (the "**Leave Application Hearing**" and Hale's appeal, the "**Hale Appeal**");

F. On December 8, 2020, Hale filed with the BCCA an appeal record in respect of the Hale Appeal;

G. On December 10, 2020, UrtheCast entered into an agreement of purchase and sale with affiliates of Antarctica Infrastructure Partners, LLC (the "**Antarctica APA**") for the purchase and sale of all assets and certain operating subsidiaries relating to UrtheCast's UrtheDaily and UrthePipeline business units;

H. The Parties have agreed to fully and finally settle all matters arising in connection with the Hale DIP Facility and the Hale Appeal on the terms and conditions set out herein;

NOW THEREFORE THIS AGREEMENT WITNESS THAT in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONDITIONS OF SETTLEMENT

1.1. The payment of the Settlement Amount (as hereinafter defined) to Hale shall be conditional upon the satisfaction of the following conditions precedent:

- (a) Within (2) business days of the execution of this Agreement, Hale shall adjourn generally the Leave Application Hearing, without costs, and shall forthwith provide reasonable evidence of such adjournment to UrtheCast;
- (b) Subject to Section 2.2(a), the transactions contemplated by the Antarctica APA (on substantially the same terms, conditions and structure) shall be completed in accordance with their terms, (the "**Antarctica Closing Condition**"); and
- (c) Hale shall have observed or performed each of the conditions set out in Section 1.2, below and shall not be in default thereof.

1.2. Hale covenants and agrees to observe or perform, as the case may be, subject to UrtheCast filing an affidavit with the Court confirming the settlement under this Agreement at its next Court attendance, each of the following, as a condition precedent to the receipt of the Settlement Amount (as hereinafter defined):

- (a) Hale shall not set the Leave Application Hearing down for hearing pending the satisfaction of the Antarctica Closing Condition unless the Antarctica Transaction is abandoned, terminated or not approved by the CCAA Court or, if applicable, the US Bankruptcy Court (an "**Antarctica Termination Event**").
- (b) Prior to the satisfaction of the Antarctica Closing Condition and provided no Antarctica Termination Event has occurred, Hale (either directly or through any affiliated corporate entity) shall not take any action, the reasonably anticipated effect of which would be to (i) obstruct, impede or otherwise

challenge the transactions contemplated by the Antarctica APA or the Replacement DIP Facility, including without limitation opposing any application for relief in any way related thereto, or (ii) delay, impede or otherwise obstruct the completion of the CCAA Proceedings related thereto.

- 1.3. To the extent not already paid, Hale covenants and agrees to pay each of the legal advisors and other professionals such person's agreed entitlement as set out in Schedule "B" hereto within five (5) business days of the receipt of the Settlement Amount in accordance with Section 2.2 herein.

2. SETTLEMENT AMOUNT AND PAYMENT

2.1. UrtheCast shall pay to Hale the amounts in respect of (i) exit fees payable pursuant to the Hale DIP Facility, and (ii) all out of pocket professional fees and disbursements, in the applicable currency, as set out in Schedule "B" hereto (the "**Settlement Amount**").

2.2. The Settlement Amount shall be paid to Hale as follows:

- (a) If Hale has provided confirmation satisfactory to UrtheCast, acting reasonably, that Hale has fully and finally terminated the Hale Appeal without costs (the "**Appeal Termination Condition**") on or prior to the closing of the transactions contemplated by the Antarctica APA, then the Settlement Amount shall be paid to Hale upon closing of the transactions contemplated by the Antarctica APA; or
- (b) If Hale has not provided confirmation of satisfaction of the Appeal Termination Condition on or prior to the satisfaction of the Antarctica Closing Condition, then on the satisfaction of the Antarctica Closing Condition, UrtheCast shall pay the Settlement Amount to Bennett Jones LLP to be held in escrow pending satisfaction of the Appeal Termination Condition. Within two (2) business days of the satisfaction of the Appeal Termination Condition, Bennett Jones LLP is hereby authorized and directed to release the Settlement Amount to Hale.

3. REPRESENTATIONS

3.1. Hale represents and warrants that the Settlement Amount allocations set out in Schedule "B" hereto in respect of the out of pocket professional fees and expenses incurred by legal and other professional advisors on behalf of Hale reflect actual out of pocket expenses incurred by such parties in connection with services provided to Hale in connection with the Hale DIP Facility or otherwise with respect to the CCAA Proceedings.

4. RELEASES

4.1. In this Agreement, the "Related Parties" of each Party include the respective Party's administrators, officers, directors, elected and appointed officials, employees, successors, assigns and agents, legal and professional advisors, as applicable.

4.2. Effective upon release of the Settlement Amount to Hale in accordance with Section 2.2 above, the Parties do hereby remise, release, and forever discharge each other and each of their respective Related Parties from and against all claims, actions, demands, manner of actions, causes of actions, suits, debts, duties, accounts, bonds, warranties, claims over, indemnities, contracts, losses, injuries, undertakings, sums of money, damages, covenants and liabilities of any nature or kind whatsoever which they now have or at any time hereafter can, shall, or may have one against the other, relating to or arising out of the terms of the Hale DIP Facility, the Hale Appeal, or otherwise in respect of the CCAA Proceedings.

4.3. Effective upon release of the Settlement Amount to Hale in accordance with Section 2.2 above, each Party covenants and agrees not to make claim or to commence or take proceedings against any other person, firm, partnership, business or corporation who or which might claim contribution from, or be indemnified by, the parties benefiting from the mutual release set out at section 4.2 above, under the provisions of any statute or otherwise in respect of those matters for which the mutual release contained herein applies.

5. MISCELLANEOUS

5.1. By the execution and performance of this Agreement, including without limitation the payment of the Settlement Amount, the Parties do not admit any liability to the other or others and expressly deny such liability.

5.2. Except as set out otherwise expressly herein, each Party shall pay its own costs and expenses of and incidental to the preparation and performance of this Agreement.

5.3. This Agreement constitutes the entire agreement between the Parties pertaining to the subject-matter hereof and there are no warranties, representations or other agreements between the Parties in connection with the subject-matter of this Agreement except as specifically set forth herein.

5.4. Time is of the essence of this Agreement.

5.5. Each of the Parties shall forthwith, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatsoever for the better performance of the terms and conditions of this Agreement.

5.6. Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

5.7. The recitals of this Agreement form a part of this Agreement.

5.8. This Agreement is governed by the laws of British Columbia and the courts of British Columbia shall have exclusive jurisdiction over this Agreement, including without limitation the enforcement of this Agreement and any disputes regarding its interpretation and application. The Parties hereby expressly agree to attorn to the jurisdiction of the

courts of British Columbia in respect of any proceeding arising from or related to this Agreement.

5.9. This Agreement shall enure to the benefit of and be binding on the respective successors and permitted assigns of each of the Parties.

5.10. Each of the Parties hereto has had the opportunity to seek and receive independent legal advice in respect of this Agreement.

5.11. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which all together shall constitute one and the same document. This Agreement may be delivered by facsimile or email and, to that extent, any Party delivering this Agreement in any of those ways will be deemed to have delivered an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized signatories as at the day first written above.

HCP-FVL, LLC


Per: _____
Print Name: Martin Hale Jr
Title Managing Member

URTHECAST CORP

Per:

Name: Sai Chu
Title: Chief Financial Officer

1185781 B.C. LTD.

Per:

Name: Sai Chu
Title: Authorized Signatory

GEOSYS HOLDING, ULC

Per:

Name: Sai Chu
Title: Authorized Signatory

URTHEDAILY CORP.

Per:

Name: Sai Chu
Title: Authorized Signatory

GEOSYS EUROPE SARL

Per:

Name: Sai Chu
Title: Authorized Signatory

GEOSYS-INT'L, INC.

Per:

Name: Sai Chu
Title: Authorized Signatory

GEOSYS S.A.S.

Per:

Name: Sai Chu
Title: Authorized Signatory

DEIMOS IMAGING S.L.U.

Per:

Name: Sai Chu
Title: Authorized Signatory

DOT IMAGING S.L.U.

Per:

Name: Sai Chu
Title: Authorized Signatory

GEOSYS AUSTRALIA PTY Ltd.

Per:

Name: Sai Chu
Title: Authorized Signatory

**GEOSYS DO BRASIL SISTEMAS DE INFORMACAO
AGRICOLAS LTDA.**

Per:

Name: Sai Chu
Title: Authorized Signatory

URTHECAST HOLDINGS (MALTA) LIMITED

Per:

Name: Sai Chu
Title: Authorized Signatory

URTHECAST IMAGING S.L.U.

Per:

Name: Sai Chu
Title: Authorized Signatory

URTHECAST INVESTMENTS (MALTA) LIMITED

Per:

Name: Sai Chu
Title: Authorized Signatory

1185729 B.C. LTD.

Per: _____

Name: Sai Chu

Title: Authorized Signatory

URTHECAST INTERNATIONAL CORP.

Per: _____

Name: Sai Chu

Title: Authorized Signatory

URTHECAST USA INC.

Per: _____

Name: Sai Chu

Title: Authorized Signatory

Schedule "A"

1. 1185781 B.C. Ltd.
2. Deimos Imaging S.L.U.
3. DOT Imaging S.L.U.
4. Geosys Australia PTY Ltd.
5. Geosys do Brasil Sistemas de Informacao Agricolas Ltda.
6. Geosys Europe Sarl
7. Geosys Holding, ULC
8. Geosys-Int'l Inc.
9. Geosys S.A.S.
10. UrtheCast Holdings (Malta) Limited
11. UrtheCast Imaging S.L.U.
12. UrtheCast Investments (Malta) Limited
13. UrtheDaily Corp.
14. 1185729 B.C. Ltd.
15. Urthecast International Corp.
16. Urthecast USA Inc.

Schedule "B"**Allocation of Settlement Amount**

Item	Amount
Hale DIP Facility Exit Fee	[REDACTED]
US Legal Counsel	[REDACTED]
French Legal Counsel	[REDACTED]
Field Examination	[REDACTED]
Canadian Legal Counsel	[REDACTED]