

OKAPI:Orbits
General Terms and Conditions (“GTC“)
for the use of OKAPI Services

Version 1.0, applicable as of 3 November 2020

1. Purpose and Scope

- (1) OKAPI:Orbits GmbH, Hermann-Blenk-Str. 23, 38108 Braunschweig, Germany ("OKAPI") offers an innovative space situational awareness service for satellites ("Service"). The Service consist of two basic elements:
 - a. Estimation of potential risk of in-orbit collision ("**Risk Monitoring Service**");
 - b. Solution for potential avoidance manoeuvres ("**Collision Avoidance Service**")

Both elements are conclusively described in the applicable service description ("**Service Description**"). The Collision Avoidance Service builds upon the Risk Monitoring Service and cannot be purchased alone. Additional technical information is available on the OKAPI website <https://okapiorbits.space/>.

- (2) OKAPI provides access to its Service via a web-based platform ("**Platform**"). The purchase and use of the Service offered on the Platform is governed by these GTC.
- (3) These GTC are available at any time at <https://okapiorbits.space/>.
- (4) In case of conflict, the following documents supersede each other in accordance with the following respective hierarchy: individual contract, individual offer by OKAPI, these GTC, Service Description, additional applicable technical documentation.
- (5) Contractual declarations and notifications to be given by the User in relation to these GTC and any individual contract (such as setting of deadlines, notification of defects, and declaration of termination) must be provided at least in text form (e.g. email, fax, letter) in order to be effective.

2. Service

- (1) The Service is provided via the Platform. The Service is offered as a subscription model under the provisions of these GTC. The subscription to the Service may begin with a free test period, the duration of which is specified during the registration and account opening process. The free test period is only intended to allow the User to trial the Service.
- (2) The Service is provided as a service and not as work. No results are due by OKAPI.
- (3) OKAPI ensures an availability of the Service according to the Service Description and Section 10 of these GTC.
- (4) The Service is provided at the point of connection to the internet at the datacentre(s) used by OKAPI for the operation of the Service. The User is solely responsible for providing the access devices for the use of the Service. The Service Description may stipulate minimum requirements for such access devices. If such minimum requirements are not met, corresponding degradations or interruptions in availability or limitations in usability are not under the responsibility of OKAPI.

3. Registration on the Platform

- (1) Access and use of the Service offered on the Platform will be provided only to registered users (“**Users**”). For the registration on the Platform, the User must provide certain information and data required by OKAPI to open an account (“**Registration**”). During the Registration process, the User has to agree to OKAPI’s privacy policy as published on the Platform.
- (2) The information and data requested by OKAPI for the Registration must be stated completely and correctly, e.g., name, company/entity/institution name, current address, and a valid business email address (“**Registration Data**”). Additionally, during service procurement, VAT identification number, telephone number, and the legal representative’s name must be provided.
- (3) All notices by OKAPI will be sent in electronic form to the email address associated with the User’s account.
- (4) The User is liable for all activities performed under its account, unless it can prove that a third party has used its account without the User’s fault.

4. Third party data and User data provision

- (1) OKAPI relies on the provision of third-party data sources for its Service. Third party data is namely provided by the Department of Defense of the United States of America (“**US DoD**”) through the 18th Space Control Squadron (18th SPCS) of the United States Space Force or any of its successor institutions with identical tasks, with which OKAPI holds a SSA Data Sharing Agreement.
- (2) The User has to register its satellite(s) with the 18th SPCS to create a Space-Track user account and submit an Orbital Data Request (“**ODR**”) to request redistribution of conjunction warning data to OKAPI. This request has to be renewed annually. The Service will only start once the ODR has been accepted and notification has been provided to OKAPI.
- (3) Provision of the Service requires the User to provide own data (“**User Data**”) on its satellite(s) and its in-orbit operations. In the minimum configuration, data required by the User includes:
 - a. Satellite characteristics: satellite designation, NORAD ID, satellite mass, and satellite cross section;
 - b. For the Risk Monitoring Service (referenced in Sec. 1 Par. 1 a): Accepted risk levels: accepted collision probability levels, accepted minimum distances;
 - c. For the Collision Avoidance Service: For Service (referenced in Sec. 1 Par. 1 b): applicable collision avoidance strategy, propulsion type (continuous or impulsive), thrust output, thrust output uncertainty (1-sigma), thrust pointing uncertainty.

OKAPI will inform the User on the individual data needed; further data are subject to individual agreement. Start of Service provision may require the availability of the User data and their integration into the Platform by OKAPI.

- (4) OKAPI may be obliged to share User Data with the 18th SPCS in order to obtain data under its SSA Data Sharing Agreement. To this end, OKAPI has to submit one or more Orbital Data Request (ODR) to USSPACECOM. OKAPI will provide the User with detailed information on the data needed and will share all relevant information and documentation to this end. The User has to provide all relevant data to OKAPI and has to provide its explicit consent that OKAPI is allowed to share the agreed data with the 18th SPCS and that the 18th SPCS is authorized to use such data under the applicable

terms and conditions of the SSA Data Sharing Agreement, the ODR, and any other applicable forms, regulations or laws.

- (5) Additional Service elements, features and support services are subject to individual agreement between the parties. The User may have to provide additional User Data for the provision of such additional elements, features and support services (e.g. GPS positions of the own satellite to improve orbital position accuracy, attitude information to increase propagation and collision probability computation, operational constraints of the propulsion system, and more detailed avoidance manoeuvre strategies). Any individually agreed terms and conditions precede these GTC.

5. Purchase of Service

- (1) The User purchases the Service via the Platform through the Registration and order process.
- (2) The applicable service fees and payment options for the Service are based on the respective price list and payment information displayed on the Platform or provided during the Registration and order process or in an individual offer on an individual agreement between the parties. Unless otherwise stated, the prices are always net prices, not including value added tax (VAT/Umsatzsteuer) or any other taxes. VAT and other taxes will be charged as applicable.
- (3) The fees for the provision of the Service are payable in advance for the respective accounting period. Unless a different period has been expressly agreed, the month shall be deemed to be the accounting period.
- (4) Fees for additional Service elements, features and/or support services may be invoiced separately, subject to individual agreement.
- (5) In order to use the Service, the User must accept one of the payment methods offered by OKAPI. The User remains solely responsible for payment of any outstanding amounts. If a payment cannot be successfully processed because the payment method has expired, has insufficient funds, or fails for any other reason, access to the Service may be suspended until OKAPI has received full payment.
- (6) If OKAPI offers third-party payment options (such as PayPal), these will be provided in accordance with the applicable terms and conditions. Such terms and conditions must be expressly accepted by the User when selecting the corresponding payment option on the Platform during the registration and order process. The User is aware that OKAPI has no influence on the terms of payment offered by third parties and that the corresponding usage option depends on whether it is enabled by the respective provider; a separate agreement between the User and the respective provider of payment options may be required. Unless expressly otherwise agreed, OKAPI is not obliged to offer any specific payment option on the Platform.

6. Remuneration and Price adjustment

- (1) The agreed remuneration covers the use of the basic elements of the Service as well as any explicitly agreed additional Service elements, features and support services. Updates, new patches, features or other enhancements of the Platform and/or the Service during the agreed service term are covered by the remuneration, as far as not otherwise explicitly agreed.
- (2) The subscription period is 12 months, as far as not otherwise agreed between the parties.

7. User Obligations

- (1) The User is obliged to provide in due time any reasonable cooperation required for the provision of the Service. The User is namely, without limitation, obliged to:
 - a. immediately change all initial passwords assigned to it during the registration process into passwords known only to the User. The User is required to carefully store the User's access credentials and to protect them from unauthorized access. If the User becomes aware that an unauthorized person or third party has used the User's access credentials, the User is required to notify OKAPI immediately;
 - b. correct or update the information in the User's account in case of changes after initial Registration;
 - c. ensure that the Service meets the User's specific needs and requirements;
 - d. provide all required or agreed User data and to ensure that the User disposes of all necessary rights to provide the data to OKAPI according to Section 4 (3).
 - e. Provide its consent on the data sharing with and data use by the 18th SPCS according to Section 4 (4) and comply with any specific obligations under a SSA Data Sharing Agreement concluded by the User, if any.
- (2) The User shall not
 - a. use any automated or non-automated data collection or extraction tools, program, algorithm or methodology to search, access, acquire, copy or monitor any portion of the Platform and/or the Service other than via the API endpoints provided by OKAPI within the Platform or Service;
 - b. post or transmit any file which contains viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform and/or the Service;
 - c. attempt to decipher, decompile, disassemble, or reverse-engineer or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used, comprising or in any way making up a part of the Platform and/or the Service;
 - d. attempt to probe, scan, or test the vulnerability of the Platform and/or the Service or to breach or impair or circumvent any security or authentication measures protecting the Platform and/or the Service;
 - e. frame or mirror the Platform and/or the Service; or
 - f. use any device, service, or routine that interferes with any application, function, or use of the Platform and/or the Service, or is intended to damage, create undue load, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication stored or transmitted therewith.

8. Use of the Platform and Service; Rights of use regarding data

- (1) OKAPI hereby grants to the User the right to access the Platform and to use the Service in accordance with these GTC during the term of this agreement as provided in Section 13 below.
- (2) Regarding data provided to the User during the provision of Service, the User shall have no rights which are not explicitly granted to the User under these GTC and under the Service Description. or under any individual agreement. The User shall not be entitled to use the Platform, Service and the data provided to the User during the provision of

Service beyond the scope and rights of use expressly granted. The User shall not be entitled to make the Platform, Service or data provided to the User available to any third parties, as far as OKAPI has not provided its explicit consent.

- (3) If the User violates any of the provisions of this Section, OKAPI shall be entitled to immediately suspend the User's access to the Platform and the Service, provided that such suspension remedies the violation. The User shall be informed prior to such suspension. In case of repeated or severe violations by the User, OKAPI shall be entitled to terminate the User account for cause without the need for a reasonable cure period, unless the User is not responsible for the violation. In addition to the suspension or termination of the User's account OKAPI is also entitled to suspend the provision of the Service or to terminate the contract for important reason.

9. Intellectual Property of OKAPI

- (1) If data provided to the User during the provision of Service includes notices of confidentiality, copyrights, trademark rights, patent rights and other intellectual property rights, the User shall not remove such notices.
- (2) The User's right to access the Platform and to use the Service in accordance with these GTC does not grant the User a license to the software, software tools or other intellectual property rights of OKAPI and its contractors.
- (3) Any User Data shall remain owned and proprietary by its owner (which can be either the User or a third party providing the data to the User). User Data shall not become the property of OKAPI or used by OKAPI except as necessary to provide the Services.

10. Availability of the Platform and Service

- (1) Availability refers to the User's ability to successfully log in to the Platform and to use the Service.
- (2) OKAPI endeavours to offer access to the Platform and provision of Service without degradations and interruptions. Even with all due care, downtimes can however not be excluded. During maintenance or upgrades or in case of malfunctions, the possibilities of use may be restricted or temporarily interrupted. Regular maintenance and upgrades will be notified to registered users with reasonable advance notice via email.
- (3) The Service Description contains a detailed description on the functionalities, availabilities, performance levels and applicable limitations regarding the provision and use of the Services. The User has at all times to take due notice and observe the limitations in the use of the Service as described in the Service Description.

11. Limitation of Liability

- (1) OKAPI is liable without limitation for damages resulting from culpable injury to life, body, or health in accordance with applicable laws.
- (2) For other forms of damages OKAPI is only liable if the damage is based on a wilful act or gross negligence on the part of its legal representatives, employees, or vicarious agents. In addition, OKAPI is liable if material contractual obligations („material obligations”) are violated. Material obligations are those duties whose fulfilment only make the proper execution of the contract possible and on whose fulfilment the user may regularly rely. Except in case of wilful act, the liability for damages under this paragraph shall in any case be limited to the foreseeable damage typically occurring in such contracts.

- (3) Mandatory laws and regulations remain unaffected by the limitations of liability of the preceding paragraphs.

12. Confidentiality

- (1) The parties are obliged to treat all confidential information, business and trade secrets obtained in the scope of the contractual relationship confidentially, in particular they are obliged not to transfer it to third parties or to use it in any way other than for the contractual purposes. This does not apply to information that Okapi is required to disclose to the US DoD under the SSA Sharing Agreement concluded by OKAPI.
- (2) Confidential Information means information which a circumspect third party would regard as worthy of protection or which is marked as confidential; this can also be any information that becomes known during a verbal presentation or discussion. Confidential Information may only be used for the purpose of fulfilling the obligations under these GTC. This confidentiality obligation does not apply to information which the parties were already lawfully aware of or which they become aware of outside of the agreement other than by breaching any confidentiality obligation that the parties are subject to.
- (3) The obligations and requirements in relation to confidentiality as arising from these GTC shall continue to apply as between the parties for a period of three (3) years after termination of these GTC, irrespective of the grounds leading to the termination.
- (4) Okapi is entitled, following prior consent by the User in text form in accordance with Sec. 126b BGB, to use the User's name and logo as a reference in its own physical and/or digital sales and promotion materials, including its own online presence.

13. Term and Termination

- (1) The User's account – subject to these GTC – starts with the date of confirmation of the Registration and will remain in effect until the end of the subscription period or any individually agreed contract period or until terminated by OKAPI or by the User.
- (2) The User is entitled, if the satellite mission that is the subject of OKAPI's Service ends (planned or unplanned) before the term of the contract as stipulated in paragraph 1 above, to terminate the contract with effect to the end of the satellite mission; however, at least one month's notice to the end of a calendar month must be given. The notice of termination must be made at least in text form in order to be valid.
- (3) The right to terminate for important reasons remains unaffected.
- (4) The User shall retain access and the possibility of using the Service until the effective date of termination.
- (5) Upon the effective date of termination
 - a. the Service will no longer be accessible to the User;
 - b. the User remains responsible for all fees which have incurred until the effective date of termination;
 - c. all authorizations of the User according to these GTC end.

14. Applicable law and place of jurisdiction

- (1) The contractual relationships between OKAPI and the User with regard to the access to the Platform and the use of the Service shall be governed by the laws of the Federal

Republic of Germany, with the exclusion of its conflict of laws rules and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

- (2) The exclusive place of jurisdiction for any legal disputes arising from or in connection with these GTC and any special terms and conditions shall be the registered place of establishment of OKAPI, currently Braunschweig, Germany. OKAPI is however entitled to call the courts responsible for the place of business of the User.

15. Changes to these GTC

OKAPI reserves the right to modify the present GTC, as far as the essential characteristics of the GTC are retained. The User shall be notified of changes by e-mail no later than seven (7) weeks before the planned effective date of the changes. If the User does not object within six (6) weeks of receipt of the notification and continues to use the purchased Service after expiry of the period for objection, the changes shall be deemed to have been effectively agreed.

16. Miscellaneous

- (1) If one or more of the aforementioned clauses of these GTC are or become invalid over time, the remaining clauses shall remain unaffected.
- (2) The User can only set off against claims of OKAPI with undisputed or legally established own claims against OKAPI.
