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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): September 25, 2023**

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**SPIRE GLOBAL, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-39493**  
(Commission File Number)

**85-1276957**  
(IRS Employer  
Identification No.)

**8000 Towers Crescent Drive  
Suite 1100  
Vienna, Virginia**  
(Address of principal executive offices)

**22182**  
(Zip code)

**Registrant's telephone number, including area code: (202) 301-5127**

**Not Applicable**

(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Securities registered pursuant to Section 12(b) of the Act:**

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Class A common stock, par value of \$0.0001 per share	SPIR	The New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01. Entry into a Material Definitive Agreement.**

On September 27, 2023, Spire Global, Inc., a Delaware corporation (the “Company”), as borrower, and Spire Global Subsidiary, Inc. and Austin Satellite Design, LLC, as guarantors, entered into the Waiver and Amendment No. 2 to Financing Agreement (the “Waiver and Amendment”) with Blue Torch Finance LLC, a Delaware limited liability company (“Blue Torch”), as administrative agent and collateral agent, and certain lenders (the “Lenders”), which amends that certain Financing Agreement, dated as of June 13, 2022, as amended by that certain Amendment No. 1 to Financing Agreement dated as of March 21, 2023 (the “Financing Agreement”), to (a) waive an event of default under the Financing Agreement arising out of the total annualized recurring revenue leverage ratio being greater than the ratio permitted by the Financing Agreement, (b) amend the financial covenants in the Financing Agreement to provide covenant relief from the leverage ratios set forth in the Financing Agreement and (c) provide for a second amendment exit fee. The second amendment exit fee is \$1,800,000 (which is an amount equal to one and a half percent (1.50%) of the aggregate outstanding principal balance of the term loans on the effective date of the Waiver and Amendment), bears interest from the date of the Waiver and Amendment at the Adjusted Term SOFR for a 3-month interest period plus the applicable margin under the Financing Agreement, and is payable by the Company in cash upon the termination of the Financing Agreement, either as a result of acceleration of the loans or at the final maturity date. The Waiver and Amendment requires a repayment by the Company of \$2,500,000 of the outstanding principal balance of the term loans on October 2, 2023, with a prepayment premium of \$50,000. The Waiver and Amendment also requires additional reporting if the Company’s liquidity level is less than \$35,000,000 at any time during a month and revises the minimum liquidity covenant to require liquidity of at least \$30,000,000 at all times, commencing on September 30, 2023. The Waiver and Amendment also provides that Blue Torch will be entitled to designate two observers on the Company’s board of directors.

The foregoing description of the Waiver and Amendment is qualified in its entirety by reference to the Waiver and Amendment, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein.

On September 27, 2023, in connection with the Waiver and Amendment, the Company and certain affiliates of Blue Torch (the “Affiliates”) amended and restated warrants issued to the Affiliates on June 13, 2022 (as amended and restated, the “2022 Warrants”). The 2022 Warrants were exercisable for an aggregate of 437,024 shares of the Company’s Class A common stock at a per share exercise price of \$16.08 immediately prior to the amendment and restatement, which reduced the per share exercise price of the 2022 Warrants to \$5.44. The Company also concurrently issued new warrants to the Affiliates that are exercisable for an additional 597,082 shares of the Company’s Class A common stock at a per share exercise price of \$5.44 (the “2023 Warrants,” and together with the 2022 Warrants, the “Warrants”). The Warrants may be exercised on a cashless basis and are exercisable for a term beginning on the date of issuance and ending on the earlier to occur of (i) June 13, 2032 in the case of the 2022 Warrants and September 27, 2033 in the case of the 2023 Warrants, or (ii) the consummation of certain acquisitions of the Company as set forth in the Warrants. The number of shares of Class A common stock for which the Warrants are exercisable and the associated exercise prices are subject to certain proportional adjustments as set forth in the Warrants.

The foregoing descriptions of the 2022 Warrants and the 2023 Warrants are qualified in their entirety by reference to the form of 2022 Warrants and the form of 2023 Warrants, which are filed as Exhibit 4.1 and Exhibit 4.2, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth above and referenced under Item 1.01 is hereby incorporated by reference into this Item 2.03.

**Item 3.02. Unregistered Sales of Equity Securities.**

The information set forth above and referenced under Item 1.01 that relates to the Warrants is hereby incorporated by reference into this Item 3.02.

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The issuance of the Warrants was made in reliance on the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended, on the basis that the issuance was to a limited number of persons who are “accredited investors” as the term is defined in Rule 501 of Regulation D promulgated by the Securities and Exchange Commission, without the use of any general solicitation or advertising to market or otherwise offer the securities for sale.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On October 1, 2023, Peter Platzer, the Company’s President and Chief Executive Officer, and Spire Global Germany GmbH (“Spire Germany”) entered into an employment agreement in the form of a Managing Director Service Agreement (the “Platzer Agreement”), effective October 1, 2023. On October 1, 2023, Theresa Condor, the Company’s Chief Operating Officer, and Spire Germany entered into an Employment Contract (the “Condor Agreement” and, with the Platzer Agreement, the “Employment Agreements”), also effective October 1, 2023. Neither Employment Agreement has a set term.

The Employment Agreements were entered into in connection with the Company-requested relocation of Mr. Platzer and Ms. Condor, who are husband and wife, from Luxembourg to Germany. Effective September 30, 2023, the previous employment agreements between Mr. Platzer and the Company’s Luxembourg subsidiary, and between Ms. Condor and the Company’s Luxembourg subsidiary, were terminated.

The Platzer Agreement provides Mr. Platzer with a current annual base salary of €441,177 and the opportunity to receive bonuses based on the achievement of such goals as are determined by the Company’s Board of Directors and the Compensation Committee. Additionally, Mr. Platzer is eligible to receive annual equity grants (with amounts determined after taking into account Mr. Platzer’s rank and seniority in relative proportion to annual equity grants to other employees) under and pursuant to the terms of the Company’s equity compensation plans. The Platzer Agreement also provides that, due to the tax burden on Mr. Platzer’s compensation under current applicable German law being an approximately 5.7% higher tax rate than under Luxembourg tax laws, Mr. Platzer will receive a grant of restricted stock units (“RSUs”) under the Company’s 2021 Equity Incentive Plan with a value of approximately \$34,715 (USD), which is the additional tax burden for the five-month period from October 1, 2023 through February 28, 2024, resulting from the different tax rates and grossed up to make Mr. Platzer whole, as a result of the Company-requested relocation to Germany. On October 2, 2023, 7,402 RSUs were granted to Mr. Platzer based on the closing stock price on such date, and such RSUs will vest in full on February 20, 2024.

Under the Platzer Agreement, Mr. Platzer’s employment may be terminated with immediate effect under certain circumstances, generally relating to his unauthorized use or disclosure of confidential information or trade secrets of the Company, which causes material harm to the Company; his material failure to comply with the Company’s written policies or rules after written notice and a reasonable cure period (if curable) of at least 30 days; his conviction of, or plea of “guilty” or “no contest” to, a felony, or his commission of any act of moral turpitude, dishonesty or fraud against, or the misappropriation of material property belonging to, the Company or its affiliates; his gross misconduct resulting in material harm to the Company; his continuing failure to perform his reasonably assigned duties after written notice and a reasonable cure period of at least 30 days; or his failure to cooperate in good faith with a governmental or internal investigation of the Company or any of its directors, officers or employees, if the Company requested his cooperation. Such termination of Mr. Platzer’s employment with immediate effect under the Platzer Agreement is referred to herein as a termination for “cause.”

Under the Platzer Agreement, Mr. Platzer may terminate his employment with immediate effect under certain circumstances, generally relating to a material reduction in his duties, position or responsibilities (except such reduction that occurs solely due to the Company being acquired and made part of a larger entity); a material reduction in his base salary, other than a reduction applicable to the management team generally or a temporary salary reduction of 10% or less in a given year; or a material change in the geographic location of his primary work location of at least 40 kilometers from his current work location, and provided that Mr. Platzer must first provide written notice of such grounds for resignation with immediate effect within 90 days of the initial existence of such grounds, followed by the expiration of a reasonable Company cure period of not less than 30 days. Such resignation

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by Mr. Platzer with immediate effect under his Platzer Agreement is referred to herein as a resignation for “good reason.”

If Mr. Platzer’s employment is terminated without cause or if he resigns for good reason, then subject to his execution and non-revocation of a release of claims in a form acceptable to Spire Germany within 60 days of such termination or resignation of employment, as applicable, he will become eligible to receive:

- a lump sum payment equal to nine months of his base salary;
- a lump sum payment equal to nine months of Company-paid COBRA premiums, not to exceed €16,000;
- full vesting acceleration of all of his then outstanding equity awards; and
- an extension of the post-termination exercisability period of his options (or any similar awards) through their full term to expiration.

The Platzer Agreement provides that during the term of the agreement, Mr. Platzer is prohibited from working in an independent or dependent capacity or in any other way for a company or other entity that is in direct or indirect competition in any part of the world. In addition, he is prohibited from establishing or acquiring such a company or acquiring a direct or indirect interest therein during the term of the Platzer Agreement, except for acquiring shares in listed companies for financial investment purposes of up to 5% of the equity or the voting rights.

The Condor Agreement provides Ms. Condor with a current annual base salary of €392,157 and the opportunity to receive bonuses based on the achievement of Company goals, as determined by the Company’s Board of Directors and the Compensation Committee, with a target incentive award of 90% of her annual base salary. Additionally, Ms. Condor is eligible to receive annual equity grants under and pursuant to the terms of the Company’s equity compensation plans. The Condor Agreement also provides that, due to the tax burden on Ms. Condor’s compensation under current applicable German law being an approximately 5.7% higher tax rate than under Luxembourg tax laws, Ms. Condor will receive a grant of RSUs under the Company’s 2021 Equity Incentive Plan with a value of approximately \$20,448 (USD), which is the additional tax burden for the five-month period from October 1, 2023 through February 28, 2024, resulting from the different tax rates and grossed up to make Ms. Condor whole, as a result of the Company-requested relocation to Germany. On October 2, 2023, 4,360 RSUs were granted to Ms. Condor based on the closing stock price on such date, and such RSUs will vest in full on February 20, 2024.

Under the Condor Agreement, Ms. Condor agrees not to enter into any business that is in direct or indirect competition with the Company’s business and agrees not to disparage the Company. In addition, during the term of the Condor Agreement, Ms. Condor is prohibited from soliciting the Company’s employees, consultants, suppliers, service providers, customers or clients.

The foregoing descriptions of the Platzer Agreement and the Condor Agreement are qualified in their entirety by reference to such agreements, which are filed as Exhibits 10.3 and Exhibit 10.4, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

#### **Item 8.01. Other Events.**

On September 25, 2023, the Company received formal notice from the New York Stock Exchange (“NYSE”) stating that a calculation of the Company’s average stock price for the 30-trading days ended September 25, 2023 indicated that the stock price of the Company’s Class A common stock was above the NYSE’s minimum requirement of \$1 based on a 30-trading day average. As a result, the Company has regained compliance with the minimum average closing price requirement set forth in Rule 802.01C of the NYSE’s Listed Company Manual.

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

- 4.1 [Form of Amended and Restated Blue Torch Warrant to Purchase Common Stock of Spire Global, Inc., dated as of September 27, 2023.](#)
  - 4.2 [Form of Blue Torch Warrant to Purchase Common Stock of Spire Global, Inc., dated as of September 27, 2023.](#)
  - 10.1 [Amendment No. 1 to Financing Agreement, dated as of March 21, 2023, among Spire Global, Inc., Spire Global Subsidiary, Inc., Austin Satellite Design, LLC, Blue Torch Finance LLC and the lenders party thereto.](#)
  - 10.2 [Waiver and Amendment No. 2 to Financing Agreement, dated as of September 27, 2023, among Spire Global, Inc., Spire Global Subsidiary, Inc., Austin Satellite Design, LLC, Blue Torch Finance LLC and the lenders party thereto.](#)
  - 10.3 [Managing Director Service Agreement, dated as of October 1, 2023, between Spire Global Germany GmbH and Peter Platzer.](#)
  - 10.4 [Employment Contract, dated as of October 1, 2023, between Spire Global Germany GmbH and Theresa Condor.](#)
  - 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).
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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SPIRE GLOBAL, INC.

Date: October 2, 2023

By: /s/ Peter Platzer  
Name: Peter Platzer  
Title: Chief Executive Officer

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THIS AMENDED AND RESTATED WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN SECTION 5.3 BELOW, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

**AMENDED AND RESTATED WARRANT  
TO PURCHASE COMMON STOCK**

**Company:** Spire Global, Inc., a Delaware corporation

**Number of Shares:** [●] subject to adjustment

**Type/Series of Stock:** Class A Common Stock, \$0.0001 par value per share

**Warrant Price:** \$5.44 per Share, subject to adjustment

**Issue Date:** September 27, 2023

**Expiration Date:** June 13, 2032 **See also Section 5.1(b).**

**Warrant Facility:** This Amended and Restated Warrant to Purchase Common Stock ("Warrant") is issued in connection with that certain Financing Agreement, dated as of June 13, 2022, between Blue Torch Finance LLC, as administrative agent and collateral agent, the Lenders from time to time party thereto and the Company (as amended and/or modified and in effect from time to time, including by Amendment No. 2 to Financing Agreement (as defined below), the "Financing Agreement").

WHEREAS, this Warrant is being amended and restated in connection with, and as partial consideration for, Amendment No. 2 to Financing Agreement, which is being executed on the Issue Date ("Amendment No. 2 to Financing Agreement");

WHEREAS, on August 31, 2023, the Company effected a reverse stock split of its outstanding Class A and Class B common stock at a reverse stock split ratio of 1-for-8, which reverse stock split is reflected in the terms of this Warrant; and

WHEREAS, this Warrant amends, restates, supersedes and replaces in its entirety the Warrant to Purchase Stock issued to the Holder (as defined below) on June 13, 2022.

THIS WARRANT CERTIFIES THAT, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, [●] (together with any successor or permitted assignee or transferee of this Warrant or of any shares issued upon exercise hereof, "Holder") is entitled to purchase up to the above-stated number of fully paid and non-assessable shares (the "Shares") of the above-stated Type/Series of Stock (the "Class") of the above-named company (the "Company") at the above-stated Warrant Price, all as set forth above and, subject to the

provisions, including the adjustment provisions of Section 2, and upon the terms and conditions set forth in this Warrant.

## SECTION 1. EXERCISE.

1.1 Method of Exercise. Holder may at any time and from time to time exercise this Warrant, in whole or in part, by delivering to the Company the original of this Warrant (or an indemnification undertaking with respect to this Warrant in the case of its loss, theft, destruction or mutilation) together with a duly executed Notice of Exercise in substantially the form attached hereto as Appendix 1 and, unless Holder is exercising this Warrant pursuant to a cashless exercise set forth in Section 1.2, a check, wire transfer of same-day funds (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased. Notwithstanding any contrary provision herein, if this Warrant was originally executed and/or delivered electronically, in no event shall Holder be required to surrender or deliver an ink-signed paper copy of this Warrant in connection with its exercise hereof or of any rights hereunder, nor shall Holder be required to surrender or deliver a paper or other physical copy of this Warrant in connection with any exercise hereof.

### 1.2 Cashless Exercise.

On any exercise of this Warrant, in lieu of payment of the aggregate Warrant Price in the manner as specified in Section 1.1 above, but otherwise in accordance with the requirements of Section 1.1, Holder may elect to receive Shares equal to the value of this Warrant, or portion hereof as to which this Warrant is being exercised. Thereupon, the Company shall issue to the Holder such number of fully paid and non-assessable Shares as are computed using the following formula:

$$X = Y(A-B)/A$$

where:

X = the number of Shares to be issued to the Holder;

Y = the number of Shares with respect to which this Warrant is being exercised (inclusive of the Shares surrendered to the Company in payment of the aggregate Warrant Price);

A = the fair market value (as determined pursuant to Section 1.3 below) of one Share; and

B = the Warrant Price.

1.3 Fair Market Value. If shares of the Class are then traded or quoted on a nationally recognized securities exchange, inter-dealer quotation system or over-the-counter market (a "**Trading Market**"), the fair market value of a Share shall be the closing price or last sale price of a share of the Class reported for the Business Day immediately before the date on which Holder delivers this Warrant (to the extent required) together with its Notice of Exercise to the Company. If shares of the Class are not then traded in a Trading Market, the Board of Directors of the Company shall

determine the fair market value of a Share in good faith and in reliance on the advice of a nationally recognized independent valuation firm or investment banking firm retained by the Company for this purpose.

1.4 Delivery of Certificate and New Warrant. Within a reasonable time, and in any event not exceeding five (5) Business Days, after the Holder exercises this Warrant in the manner set forth in Section 1.1 or 1.2 above, the Company shall deliver to Holder a certificate representing the Shares issued to Holder upon such exercise and, if this Warrant has not been fully exercised and has not expired, a new warrant of like tenor representing the Shares not so acquired. Notwithstanding the foregoing, Holder shall be deemed to have purchased, and shall be deemed to be the record holder of, such Shares as of the date of exercise.

1.5 Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form, substance and amount to the Company or, in the case of mutilation, on surrender of this Warrant to the Company for cancellation, the Company shall, within a reasonable time, execute and deliver to Holder, in lieu of this Warrant, a new warrant of like tenor and amount.

1.6 Treatment of Warrant Upon Acquisition of Company.

(a) Acquisition. For the purpose of this Warrant, "Acquisition" means any transaction or series of related transactions involving: (i) the sale, lease, exclusive license, or other disposition of all or substantially all of the assets of the Company; (ii) any merger or consolidation of the Company into or with another person or entity (other than a merger or consolidation effected exclusively to change the Company's domicile), or any other corporate reorganization, in which the stockholders of the Company in their capacity as such immediately prior to such merger, consolidation or reorganization, own less than a majority of the Company's (or the parent, surviving or successor entity's) outstanding voting power immediately after such merger, consolidation or reorganization; or (iii) the acquisition by any person or group of related persons (as defined in Rule 13d-5(b)(1) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of beneficial ownership (as defined in Rule 13d-3 of the Exchange Act) of shares representing a majority of the Company's then-total outstanding combined voting power.

(b) Treatment of Warrant at Acquisition.

(i) In the event of an Acquisition in which the consideration to be received by the Company's stockholders consists solely of cash, solely of Marketable Securities or a combination of cash and Marketable Securities (a "Cash/Public Acquisition"), and the fair market value of one Share as determined in accordance with Section 1.3 above (assuming for such purposes that this Warrant and the Notice of Exercise were delivered to the Company on the date of the closing of such Cash/Public Acquisition) would be greater than the Warrant Price in effect on such date immediately prior to such Cash/Public Acquisition, and Holder has not exercised this Warrant pursuant to Section 1.1 above as to all Shares, then this Warrant shall automatically be deemed to be a Cashless Exercise pursuant to Section 1.2 above as to all Shares effective immediately prior

to and contingent upon the consummation of a Cash/Public Acquisition. In connection with such Cashless Exercise, Holder shall be deemed to have restated each of the representations and warranties in Section 4 of the Warrant as of the date thereof and the Company shall promptly notify the Holder of the number of Shares (or such other securities) issued upon exercise. In the event of a Cash/Public Acquisition where the fair market value of one Share as determined in accordance with the Section 1.3 above would be less than the Warrant Price in effect immediately prior to such Cash/Public Acquisition, then this Warrant will expire immediately prior to the consummation of such Cash/Public Acquisition.

(ii) Upon the closing of any Acquisition other than a Cash/Public Acquisition, the acquiring, surviving or successor entity shall assume the obligations of this Warrant, and this Warrant shall thereafter be exercisable for the same securities and/or other property as would have been paid for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on and as of the closing of such Acquisition, subject to further adjustment from time to time in accordance with the provisions of this Warrant.

(c) As used in this Warrant, “**Marketable Securities**” means securities meeting all of the following requirements: (i) the issuer thereof is then subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act, and is then current in its filing of all required reports and other information under the Act and the Exchange Act; (ii) the class and series of shares or other security of the issuer that would be received by Holder in connection with the Acquisition were Holder to exercise this Warrant on or prior to the closing thereof is then traded in a Trading Market, and (iii) following the closing of such Acquisition, Holder would not be restricted from publicly re-selling all of the issuer’s shares and/or other securities that would be received by Holder in such Acquisition were Holder to exercise this Warrant in full on or prior to the closing of such Acquisition, except to the extent that any such restriction (x) arises solely under federal or state securities laws, rules or regulations, and (y) does not extend beyond six (6) months from the closing of such Acquisition.

## SECTION 2. ADJUSTMENTS TO THE SHARES AND WARRANT PRICE.

### 2.1 Stock Dividends, Splits, Etc.

(a) If the Company declares or pays a dividend or distribution on the outstanding shares of the Class payable in additional shares of the Class or cash, other securities or property, then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without additional cost to Holder, the total amount of cash or number and kind of securities and property, as applicable, which Holder would have received had Holder owned the Shares of record as of the date the dividend or distribution occurred.

(b) If the Company subdivides the outstanding shares of the Class by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares of the Class are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2 Reclassification, Exchange, Combinations or Substitution. Upon any event whereby all of the outstanding shares of the Class are reclassified, exchanged, combined, substituted, or replaced for, into, with or by Company securities of a different class and/or series, then from and after the consummation of such event, this Warrant will be exercisable for the number, class and series of Company securities that Holder would have received had the Shares been outstanding on and as of the consummation of such event, and subject to further adjustment thereafter from time to time in accordance with the provisions of this Warrant. The provisions of this Section 2.2 shall similarly apply to successive reclassifications, exchanges, combinations, substitutions, replacements or other similar events.

2.3 No Fractional Share. No fractional Share shall be issuable upon exercise of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional Share interest arises upon any exercise of the Warrant, the Company shall eliminate such fractional Share interest by paying Holder in cash the amount computed by multiplying the fractional interest by (i) the fair market value (as determined in accordance with Section 1.3 above) of a full Share, less (ii) the then-effective Warrant Price.

2.4 Certain Repurchases of Common Stock.

(a) In case the Company effects a Pro Rata Repurchase of shares of the Class, then:

(i) the Warrant Price shall be adjusted to the price determined by multiplying the Warrant Price in effect immediately prior to the effective date of such Pro Rata Repurchase by a fraction of which the numerator shall be (x) the product of (1) the number of shares of the Class outstanding immediately before such Pro Rata Repurchase and (2) the Fair Market Value of a share of the Class, as determined in accordance with Section 1.3 above (assuming for such purposes that this Warrant and the Notice of Exercise were delivered on the date of the first public announcement by the Company or any of its affiliates of the intent to effect such Pro Rata Repurchase), minus (y) the aggregate purchase price of the Pro Rata Repurchase, and of which the denominator shall be the product of (1) the number of shares of the Class outstanding immediately prior to such Pro Rata Repurchase minus the number of shares of the Class so repurchased and (2) the Fair Market Value per share of the Class, as determined in accordance with Section 1.3 above (assuming for such purposes that this Warrant and the Notice of Exercise were delivered on the date of the first public announcement by the Company or any of its affiliates of the intent to effect such Pro Rata Repurchase); provided, that if the Warrant Price as adjusted by the foregoing would result in a Warrant Price that is greater after the Pro Rata Repurchase than it was immediately before such Pro Rata Repurchase, then such Warrant Price will remain the same as the Warrant Price immediately before such Pro Rata Repurchase; and

(ii) the number of Shares issuable upon the exercise of the Warrant shall be adjusted to the number obtained by dividing (x) the product of (1) the number of Shares issuable upon the exercise of the Warrant before such adjustment, and (2) the Warrant Price in effect immediately prior to the Pro Rata Repurchase giving rise to this adjustment by (y) the new Warrant Price determined in accordance with clause (d)(i).

(b) “Pro Rata Repurchase” means any purchase of shares of the Class by the Company or any affiliate thereof pursuant to (i) any tender offer or exchange offer subject to Section 13(e) or 14(e) of the Exchange Act or Regulation 14E promulgated thereunder or (ii) any other offer available to substantially all holders of shares of the Class, in the case of both of the foregoing clauses (i) or (ii), whether for cash, shares of the Class of the Company, other securities of the Company, evidences of indebtedness of the Company or any other Person or any other property (including, without limitation, shares of the Class, other securities or evidences of indebtedness of a subsidiary), or any combination thereof, effected while this Warrant is outstanding. The “effective date” of a Pro Rata Repurchase shall mean the date of acceptance of shares for purchase or exchange by the Company under any tender or exchange offer that is a Pro Rata Repurchase or the date of purchase with respect to any Pro Rata Repurchase that is not a tender or exchange offer.

2.5 Notice/Certificate as to Adjustments. Upon each adjustment of the Warrant Price, Class and/or number of Shares, the Company, at the Company’s expense, shall notify Holder in writing within a reasonable time setting forth the adjustments to the Warrant Price, Class and/or number of Shares and facts upon which such adjustment is based. The Company shall, upon written request from Holder, furnish Holder with a certificate of its Chief Financial Officer, including computations of such adjustment and the Warrant Price, Class and number of Shares in effect upon the date of such adjustment.

### SECTION 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

3.1 Representations and Warranties. The Company represents and warrants to, covenants that, and agrees with, the Holder as follows:

(a) All Shares which may be issued upon the exercise of this Warrant shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, and free and clear of any taxes, liens, charges and encumbrances, and issued without violation of any preemptive or similar rights of any stockholder of the Company except for restrictions on transfer provided for herein or under applicable federal and state securities laws.

(b) The Company covenants that it shall at all times cause to be reserved and kept available out of its authorized and unissued capital stock such number of shares of the Class and other securities as will be sufficient to permit the exercise in full of this Warrant.

(c) This Warrant is, and any Warrant issued in substitution for or replacement of this Warrant shall be, upon issuance, duly authorized and validly issued.

(d) The Company shall take all reasonable actions as may be necessary to ensure that all of the Shares are issued without violation by the Company of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of the Class or other securities constituting Shares may be listed at the time of such exercise (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance).

(e) The Company shall use its reasonable best efforts to cause the Shares, immediately upon such exercise, to be listed on any domestic securities exchange upon which shares of the Class or other securities constituting the Shares are listed at the time of such exercise.

(f) As of September 26, 2023, there were 20,847,750 issued and outstanding shares of the Class, not including shares of the Class or other equity interests that would be issued and outstanding on a fully-diluted basis, such as the conversion of any convertible securities into shares of the Class or the exercise of options, warrants or other rights entitling any holder to purchase shares of the Class.

3.2 Notice of Certain Events. If the Company proposes at any time to:

(a) declare any dividend or distribution upon the outstanding shares of the Class, whether in cash, property, stock, or other securities and whether or not a regular cash dividend;

(b) offer for subscription or sale pro rata to the holders of the outstanding shares of the Class any additional shares of any class or series of the Company's stock (other than pursuant to contractual pre-emptive rights);

(c) effect any reclassification, exchange, combination, substitution, reorganization or recapitalization of the outstanding shares of the Class; or

(d) effect an Acquisition or to liquidate, dissolve or wind up;

then, in connection with each such event, the Company shall give Holder notice thereof at the same time and in the same manner as it gives notice thereof to holders of the outstanding shares of the Class.

The Company will also provide information requested by Holder from time to time, within a reasonable time following each such request, that is reasonably necessary to enable Holder to comply with Holder's accounting or reporting requirements.

#### SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE HOLDER.

The Holder represents and warrants to, covenants that, and agrees with, the Company as follows:

4.1 Purchase for Own Account. This Warrant and the Shares to be acquired upon exercise of this Warrant by Holder are being acquired for investment for Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that it has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 Disclosure of Information. Holder is aware of the Company's business affairs and financial condition and has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of this

Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.

4.3 Investment Experience. Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder's investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities.

4.4 Accredited Investor Status. Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Act.

4.5 The Act. Holder understands that this Warrant and the Shares issuable upon exercise hereof have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. Holder understands that this Warrant and the Shares issued upon any exercise hereof must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. Holder is aware of the provisions of Rule 144 promulgated under the Act.

4.6 No Voting Rights. Holder, as a Holder of this Warrant, will not have any voting rights until the exercise of this Warrant.

4.7 Taxes. Holder shall pay all taxes and other governmental charges that may be imposed with respect to the issuance or delivery of the Shares upon exercise of this Warrant.

#### SECTION 5. MISCELLANEOUS.

5.1 Term; Automatic Cashless Exercise Upon Expiration.

(a) Term. Subject to the provisions of Section 1.6 above, this Warrant is exercisable in whole or in part at any time and from time to time on or before 6:00 PM, Pacific time, on the Expiration Date and shall be void thereafter.

(b) Automatic Cashless Exercise upon Expiration. In the event that, upon the Expiration Date, the fair market value of one Share as determined in accordance with Section 1.3 above (assuming for such purposes that this Warrant and the Notice of Exercise are delivered on the Expiration Date) is greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 1.2 above as to all Shares for which it shall not previously have been exercised, and the Company shall, within a reasonable time, deliver a certificate representing the Shares issued upon such exercise to Holder.



5.2 Legends. If deemed advisable by legal counsel to the Company, each certificate evidencing Shares shall be imprinted with a legend in substantially the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN THAT CERTAIN AMENDED AND RESTATED WARRANT TO PURCHASE COMMON STOCK ISSUED BY THE ISSUER TO [●] DATED SEPTEMBER 27, 2023, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

5.3 Compliance with Securities Laws on Transfer. This Warrant and the Shares issuable upon exercise of this Warrant may be transferred or assigned in whole or in part by the Holder provided that such transfer is in compliance with applicable federal and state securities laws by the transferor. Any transferee of this Warrant or any portion hereof, by their acceptance of this Warrant, is deemed to agree to be bound by the terms and conditions of this Warrant, including, without limitation, the representations and warranties of the Holder in Section 4 hereto. The Company shall not require Holder to provide an opinion of counsel if the transfer is to an affiliate of Holder, provided that any such transferee is an “accredited investor” as defined in Regulation D promulgated under the Act. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of Rule 144 promulgated under the Act.

5.4 Notices. All notices and other communications hereunder from the Company to the Holder, or vice versa, shall be deemed delivered and effective (i) when given personally, (ii) on the third (3<sup>rd</sup>) Business Day after being mailed by first-class registered or certified mail, postage prepaid, (iii) upon actual receipt if given by facsimile or electronic mail and such receipt is confirmed in writing by the recipient, or (iv) on the first Business Day following delivery to a reliable overnight courier service, courier fee prepaid, in any case at such address as may have been furnished to the Company or Holder, as the case may be, in writing by the Company or such Holder from time to time in accordance with the provisions of this Section 5.4. All notices to Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

Notice to the Holder shall be addressed as follows until the Company receives notice of a change in address:

Michael Sell  
150 E 58th St | 18th Floor | New York, NY 10155  
212.503.5857  
msell@bluetorchcapital.com and  
operations@bluetorchcapital.com

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

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Eliot L. Relles  
Telephone: (212) 310-8190  
Email: eliot.relles@weil.com

Notice to the Company shall be addressed as follows until Holder receives notice of a change in address:

Spire Global, Inc.  
Attn: Chief Financial Officer  
8000 Towers Crescent Drive  
Suite 1100  
Vienna, Virginia  
Telephone: (202) 301-5127

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

Faegre Drinker Biddle & Reath LLP  
Attn: Jonathan R. Zimmerman  
2200 Wells Fargo Center, 90 S. 7th Street  
Minneapolis, Minnesota 55402  
Telephone: (612) 766-8419  
Email: jon.zimmerman@faegredrinker.com

5.5 Waiver. This Warrant and any term hereof may be changed, waived, discharged or terminated (either generally or in a particular instance and either retroactively or prospectively) only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.6 Attorneys' Fees. In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

5.7 Counterparts; Facsimile/Electronic Signatures. This Warrant may be executed by one or more of the parties hereto in any number of separate counterparts, all of which together shall constitute one and the same instrument. The Company, Holder and any other party hereto may execute this Warrant by electronic means and each party hereto recognizes and accepts the use of electronic signatures and the keeping of records in electronic form by any other party hereto in connection with the execution and storage hereof. To the extent that this Warrant or any agreement subject to the terms hereof or any amendment hereto is executed, recorded or delivered electronically, it shall be binding to the same extent as though it had been executed on paper with an original ink

signature, as provided under applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

5.8 Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

5.9 Business Days. “**Business Day**” is any day that is not a Saturday, Sunday or a Federal holiday.

5.10 Tax Treatment of Warrants. Each of the parties hereto shall cooperate in good faith to determine the treatment of the Warrants and, to the extent such Warrants are issued as part of an “investment unit” for purposes of Section 1273(c)(2) of the Internal Revenue Code of 1986, as amended, regarding the allocation of the issue price between the components of such investment unit, and agrees that it will file all tax returns in a manner consistent with the agreed treatment and allocation, as applicable.

#### SECTION 6. GOVERNING LAW, VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE.

6.1 Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles regarding conflicts of law.

6.2 Jurisdiction and Venue. The Company and Holder each submit to the exclusive jurisdiction of the State and Federal courts in the State of New York; provided, however, that nothing in this Warrant shall be deemed to operate to preclude Holder from bringing suit or taking other legal action in any other jurisdiction to enforce a judgment or other court order in favor of Holder. The Company expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and the Company hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. The Company hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made in accordance with Section 5.4 of this Warrant.

6.3 Jury Trial Waiver. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND HOLDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS WARRANT, THE FINANCING AGREEMENT OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES’ AGREEMENT TO THIS WARRANT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

6.4 Survival. This Section 6 shall survive the termination of this Warrant.

[Remainder of page left blank intentionally]

[Signature page follows]

US.359834928.02

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Warrant to Purchase Common Stock to be executed by their duly authorized representatives effective as of the Issue Date written above.

“COMPANY”

SPIRE GLOBAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

“HOLDER”

[•]

By: \_\_\_\_\_  
Name:  
Title:

APPENDIX 1

NOTICE OF EXERCISE

1. The undersigned Holder hereby exercises its right to purchase \_\_\_\_\_ shares of the Class A Common Stock of Spire Global, Inc. (the "**Company**") in accordance with the attached Warrant to Purchase Stock, and tenders payment of the aggregate Warrant Price for such shares as follows:

- check in the amount of \$\_\_\_\_\_ payable to order of the Company enclosed herewith
- Wire transfer of immediately available funds to the Company's account
- Cashless Exercise pursuant to Section 1.2 of the Warrant
- Other [Describe] \_\_\_\_\_

2. Please issue a certificate or certificates representing the Shares in the name specified below:

\_\_\_\_\_  
Holder's Name

\_\_\_\_\_  
(Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Section 4 of the Warrant to Purchase Stock as of the date hereof.

HOLDER:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Date): \_\_\_\_\_



THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN SECTION 5.3 BELOW, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

**WARRANT  
TO PURCHASE COMMON STOCK**

**Company:** Spire Global, Inc., a Delaware corporation

**Number of Shares:** [●] subject to adjustment

**Type/Series of Stock:** Class A Common Stock, \$0.0001 par value per share

**Warrant Price:** \$5.44 per Share, subject to adjustment

**Issue Date:** September 27, 2023

**Expiration Date:** September 27, 2033 **See also Section 5.1(b).**

**Facility:** This Warrant to Purchase Common Stock (“**Warrant**”) is issued in connection with that certain Financing Agreement, dated as of June 13, 2022, between Blue Torch Finance LLC, as administrative agent and collateral agent, the Lenders from time to time party thereto and the Company (as amended and/or modified and in effect from time to time, including by Amendment No. 2 to Financing Agreement (as defined below), the “**Financing Agreement**”).

WHEREAS, this Warrant is being issued in connection with, and as partial consideration for, Amendment No. 2 to Financing Agreement, which is being executed on the Issue Date (“**Amendment No. 2 to Financing Agreement**”).

THIS WARRANT CERTIFIES THAT, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, [●] (together with any successor or permitted assignee or transferee of this Warrant or of any shares issued upon exercise hereof, “**Holder**”) is entitled to purchase up to the above-stated number of fully paid and non-assessable shares (the “**Shares**”) of the above-stated Type/Series of Stock (the “**Class**”) of the above-named company (the “**Company**”) at the above-stated Warrant Price, all as set forth above and, subject to the provisions, including the adjustment provisions of Section 2, and upon the terms and conditions set forth in this Warrant.

SECTION 1. EXERCISE.

1.1 Method of Exercise. Holder may at any time and from time to time exercise this Warrant, in whole or in part, by delivering to the Company the original of this Warrant (or an indemnification undertaking with respect to this Warrant in the case of its loss, theft, destruction or mutilation) together with a duly executed Notice of Exercise in substantially the form attached hereto as



Appendix 1 and, unless Holder is exercising this Warrant pursuant to a cashless exercise set forth in Section 1.2, a check, wire transfer of same-day funds (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased. Notwithstanding any contrary provision herein, if this Warrant was originally executed and/or delivered electronically, in no event shall Holder be required to surrender or deliver an ink-signed paper copy of this Warrant in connection with its exercise hereof or of any rights hereunder, nor shall Holder be required to surrender or deliver a paper or other physical copy of this Warrant in connection with any exercise hereof.

#### 1.2 Cashless Exercise.

On any exercise of this Warrant, in lieu of payment of the aggregate Warrant Price in the manner as specified in Section 1.1 above, but otherwise in accordance with the requirements of Section 1.1, Holder may elect to receive Shares equal to the value of this Warrant, or portion hereof as to which this Warrant is being exercised. Thereupon, the Company shall issue to the Holder such number of fully paid and non-assessable Shares as are computed using the following formula:

$$X = Y(A-B)/A$$

where:

X = the number of Shares to be issued to the Holder;

Y = the number of Shares with respect to which this Warrant is being exercised (inclusive of the Shares surrendered to the Company in payment of the aggregate Warrant Price);

A = the fair market value (as determined pursuant to Section 1.3 below) of one Share; and

B = the Warrant Price.

1.3 Fair Market Value. If shares of the Class are then traded or quoted on a nationally recognized securities exchange, inter-dealer quotation system or over-the-counter market (a "**Trading Market**"), the fair market value of a Share shall be the closing price or last sale price of a share of the Class reported for the Business Day immediately before the date on which Holder delivers this Warrant (to the extent required) together with its Notice of Exercise to the Company. If shares of the Class are not then traded in a Trading Market, the Board of Directors of the Company shall determine the fair market value of a Share in good faith and in reliance on the advice of a nationally recognized independent valuation firm or investment banking firm retained by the Company for this purpose.

1.4 Delivery of Certificate and New Warrant. Within a reasonable time, and in any event not exceeding five (5) Business Days, after the Holder exercises this Warrant in the manner set forth in Section 1.1 or 1.2 above, the Company shall deliver to Holder a certificate representing the Shares issued to Holder upon such exercise and, if this Warrant has not been fully exercised and has not expired, a new warrant of like tenor representing the Shares not so acquired.

Notwithstanding the foregoing, Holder shall be deemed to have purchased, and shall be deemed to be the record holder of, such Shares as of the date of exercise.

1.5 Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form, substance and amount to the Company or, in the case of mutilation, on surrender of this Warrant to the Company for cancellation, the Company shall, within a reasonable time, execute and deliver to Holder, in lieu of this Warrant, a new warrant of like tenor and amount.

1.6 Treatment of Warrant Upon Acquisition of Company.

(a) Acquisition. For the purpose of this Warrant, “**Acquisition**” means any transaction or series of related transactions involving: (i) the sale, lease, exclusive license, or other disposition of all or substantially all of the assets of the Company; (ii) any merger or consolidation of the Company into or with another person or entity (other than a merger or consolidation effected exclusively to change the Company’s domicile), or any other corporate reorganization, in which the stockholders of the Company in their capacity as such immediately prior to such merger, consolidation or reorganization, own less than a majority of the Company’s (or the parent, surviving or successor entity’s) outstanding voting power immediately after such merger, consolidation or reorganization; or (iii) the acquisition by any person or group of related persons (as defined in Rule 13d-5(b)(1) promulgated under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) of beneficial ownership (as defined in Rule 13d-3 of the Exchange Act) of shares representing a majority of the Company’s then-total outstanding combined voting power.

(b) Treatment of Warrant at Acquisition.

(i) In the event of an Acquisition in which the consideration to be received by the Company’s stockholders consists solely of cash, solely of Marketable Securities or a combination of cash and Marketable Securities (a “**Cash/Public Acquisition**”), and the fair market value of one Share as determined in accordance with Section 1.3 above (assuming for such purposes that this Warrant and the Notice of Exercise were delivered to the Company on the date of the closing of such Cash/Public Acquisition) would be greater than the Warrant Price in effect on such date immediately prior to such Cash/Public Acquisition, and Holder has not exercised this Warrant pursuant to Section 1.1 above as to all Shares, then this Warrant shall automatically be deemed to be a Cashless Exercise pursuant to Section 1.2 above as to all Shares effective immediately prior to and contingent upon the consummation of a Cash/Public Acquisition. In connection with such Cashless Exercise, Holder shall be deemed to have restated each of the representations and warranties in Section 4 of the Warrant as of the date thereof and the Company shall promptly notify the Holder of the number of Shares (or such other securities) issued upon exercise. In the event of a Cash/Public Acquisition where the fair market value of one Share as determined in accordance with the Section 1.3 above would be less than the Warrant Price in effect immediately prior to such Cash/Public Acquisition, then this Warrant will expire immediately prior to the consummation of such Cash/Public Acquisition.

(ii) Upon the closing of any Acquisition other than a Cash/Public Acquisition, the acquiring, surviving or successor entity shall assume the obligations of this Warrant, and this Warrant shall thereafter be exercisable for the same securities and/or other property as would have been paid for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on and as of the closing of such Acquisition, subject to further adjustment from time to time in accordance with the provisions of this Warrant.

(c) As used in this Warrant, “**Marketable Securities**” means securities meeting all of the following requirements: (i) the issuer thereof is then subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act, and is then current in its filing of all required reports and other information under the Act and the Exchange Act; (ii) the class and series of shares or other security of the issuer that would be received by Holder in connection with the Acquisition were Holder to exercise this Warrant on or prior to the closing thereof is then traded in a Trading Market, and (iii) following the closing of such Acquisition, Holder would not be restricted from publicly re-selling all of the issuer’s shares and/or other securities that would be received by Holder in such Acquisition were Holder to exercise this Warrant in full on or prior to the closing of such Acquisition, except to the extent that any such restriction (x) arises solely under federal or state securities laws, rules or regulations, and (y) does not extend beyond six (6) months from the closing of such Acquisition.

## SECTION 2. ADJUSTMENTS TO THE SHARES AND WARRANT PRICE.

### 2.1 Stock Dividends, Splits, Etc.

(a) If the Company declares or pays a dividend or distribution on the outstanding shares of the Class payable in additional shares of the Class or cash, other securities or property, then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without additional cost to Holder, the total amount of cash or number and kind of securities and property, as applicable, which Holder would have received had Holder owned the Shares of record as of the date the dividend or distribution occurred.

(b) If the Company subdivides the outstanding shares of the Class by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares of the Class are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2 Reclassification, Exchange, Combinations or Substitution. Upon any event whereby all of the outstanding shares of the Class are reclassified, exchanged, combined, substituted, or replaced for, into, with or by Company securities of a different class and/or series, then from and after the consummation of such event, this Warrant will be exercisable for the number, class and series of Company securities that Holder would have received had the Shares been outstanding on and as of the consummation of such event, and subject to further adjustment thereafter from time to time in accordance with the provisions of this Warrant. The provisions of this Section 2.2 shall similarly apply to successive reclassifications, exchanges, combinations, substitutions, replacements or other similar events.

2.3 No Fractional Share. No fractional Share shall be issuable upon exercise of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional Share interest arises upon any exercise of the Warrant, the Company shall eliminate such fractional Share interest by paying Holder in cash the amount computed by multiplying the fractional interest by (i) the fair market value (as determined in accordance with Section 1.3 above) of a full Share, less (ii) the then-effective Warrant Price.

2.4 Certain Repurchases of Common Stock.

(a) In case the Company effects a Pro Rata Repurchase of shares of the Class, then:

(i) the Warrant Price shall be adjusted to the price determined by multiplying the Warrant Price in effect immediately prior to the effective date of such Pro Rata Repurchase by a fraction of which the numerator shall be (x) the product of (1) the number of shares of the Class outstanding immediately before such Pro Rata Repurchase and (2) the Fair Market Value of a share of the Class, as determined in accordance with Section 1.3 above (assuming for such purposes that this Warrant and the Notice of Exercise were delivered on the date of the first public announcement by the Company or any of its affiliates of the intent to effect such Pro Rata Repurchase), minus (y) the aggregate purchase price of the Pro Rata Repurchase, and of which the denominator shall be the product of (1) the number of shares of the Class outstanding immediately prior to such Pro Rata Repurchase minus the number of shares of the Class so repurchased and (2) the Fair Market Value per share of the Class, as determined in accordance with Section 1.3 above (assuming for such purposes that this Warrant and the Notice of Exercise were delivered on the date of the first public announcement by the Company or any of its affiliates of the intent to effect such Pro Rata Repurchase); provided, that if the Warrant Price as adjusted by the foregoing would result in a Warrant Price that is greater after the Pro Rata Repurchase than it was immediately before such Pro Rata Repurchase, then such Warrant Price will remain the same as the Warrant Price immediately before such Pro Rata Repurchase; and

(ii) the number of Shares issuable upon the exercise of the Warrant shall be adjusted to the number obtained by dividing (x) the product of (1) the number of Shares issuable upon the exercise of the Warrant before such adjustment, and (2) the Warrant Price in effect immediately prior to the Pro Rata Repurchase giving rise to this adjustment by (y) the new Warrant Price determined in accordance with clause (d)(i).

(b) “Pro Rata Repurchase” means any purchase of shares of the Class by the Company or any affiliate thereof pursuant to (i) any tender offer or exchange offer subject to Section 13(e) or 14(e) of the Exchange Act or Regulation 14E promulgated thereunder or (ii) any other offer available to substantially all holders of shares of the Class, in the case of both of the foregoing clauses (i) or (ii), whether for cash, shares of the Class of the Company, other securities of the Company, evidences of indebtedness of the Company or any other Person or any other property (including, without limitation, shares of the Class, other securities or evidences of indebtedness of a subsidiary), or any combination thereof, effected while this Warrant is outstanding. The “effective date” of a Pro Rata Repurchase shall mean the date of acceptance of shares for purchase or

exchange by the Company under any tender or exchange offer that is a Pro Rata Repurchase or the date of purchase with respect to any Pro Rata Repurchase that is not a tender or exchange offer.

2.5 Notice/Certificate as to Adjustments. Upon each adjustment of the Warrant Price, Class and/or number of Shares, the Company, at the Company's expense, shall notify Holder in writing within a reasonable time setting forth the adjustments to the Warrant Price, Class and/or number of Shares and facts upon which such adjustment is based. The Company shall, upon written request from Holder, furnish Holder with a certificate of its Chief Financial Officer, including computations of such adjustment and the Warrant Price, Class and number of Shares in effect upon the date of such adjustment.

### SECTION 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

3.1 Representations and Warranties. The Company represents and warrants to, covenants that, and agrees with, the Holder as follows:

(a) All Shares which may be issued upon the exercise of this Warrant shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, and free and clear of any taxes, liens, charges and encumbrances, and issued without violation of any preemptive or similar rights of any stockholder of the Company except for restrictions on transfer provided for herein or under applicable federal and state securities laws.

(b) The Company covenants that it shall at all times cause to be reserved and kept available out of its authorized and unissued capital stock such number of shares of the Class and other securities as will be sufficient to permit the exercise in full of this Warrant.

(c) This Warrant is, and any Warrant issued in substitution for or replacement of this Warrant shall be, upon issuance, duly authorized and validly issued.

(d) The Company shall take all reasonable actions as may be necessary to ensure that all of the Shares are issued without violation by the Company of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of the Class or other securities constituting Shares may be listed at the time of such exercise (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance).

(e) The Company shall use its reasonable best efforts to cause the Shares, immediately upon such exercise, to be listed on any domestic securities exchange upon which shares of the Class or other securities constituting the Shares are listed at the time of such exercise.

(f) As of September 26, 2023, there were 20,847,750 issued and outstanding shares of the Class, not including shares of the Class or other equity interests that would be issued and outstanding on a fully-diluted basis, such as the conversion of any convertible securities into shares of the Class or the exercise of options, warrants or other rights entitling any holder to purchase shares of the Class.

3.2 Notice of Certain Events. If the Company proposes at any time to:

(a) declare any dividend or distribution upon the outstanding shares of the Class, whether in cash, property, stock, or other securities and whether or not a regular cash dividend;

(b) offer for subscription or sale pro rata to the holders of the outstanding shares of the Class any additional shares of any class or series of the Company's stock (other than pursuant to contractual pre-emptive rights);

(c) effect any reclassification, exchange, combination, substitution, reorganization or recapitalization of the outstanding shares of the Class; or

(d) effect an Acquisition or to liquidate, dissolve or wind up;

then, in connection with each such event, the Company shall give Holder notice thereof at the same time and in the same manner as it gives notice thereof to holders of the outstanding shares of the Class.

The Company will also provide information requested by Holder from time to time, within a reasonable time following each such request, that is reasonably necessary to enable Holder to comply with Holder's accounting or reporting requirements.

#### SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE HOLDER.

The Holder represents and warrants to, covenants that, and agrees with, the Company as follows:

4.1 Purchase for Own Account. This Warrant and the Shares to be acquired upon exercise of this Warrant by Holder are being acquired for investment for Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that it has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 Disclosure of Information. Holder is aware of the Company's business affairs and financial condition and has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.

4.3 Investment Experience. Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder's investment in this Warrant and its underlying securities and has such knowledge and

experience in financial or business matters that Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities.

4.4 Accredited Investor Status. Holder is an “accredited investor” within the meaning of Regulation D promulgated under the Act.

4.5 The Act. Holder understands that this Warrant and the Shares issuable upon exercise hereof have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder’s investment intent as expressed herein. Holder understands that this Warrant and the Shares issued upon any exercise hereof must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. Holder is aware of the provisions of Rule 144 promulgated under the Act.

4.6 No Voting Rights. Holder, as a Holder of this Warrant, will not have any voting rights until the exercise of this Warrant.

4.7 Taxes. Holder shall pay all taxes and other governmental charges that may be imposed with respect to the issuance or delivery of the Shares upon exercise of this Warrant.

#### SECTION 5. MISCELLANEOUS.

5.1 Term; Automatic Cashless Exercise Upon Expiration.

(a) Term. Subject to the provisions of Section 1.6 above, this Warrant is exercisable in whole or in part at any time and from time to time on or before 6:00 PM, Pacific time, on the Expiration Date and shall be void thereafter.

(b) Automatic Cashless Exercise upon Expiration. In the event that, upon the Expiration Date, the fair market value of one Share as determined in accordance with Section 1.3 above (assuming for such purposes that this Warrant and the Notice of Exercise are delivered on the Expiration Date) is greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 1.2 above as to all Shares for which it shall not previously have been exercised, and the Company shall, within a reasonable time, deliver a certificate representing the Shares issued upon such exercise to Holder.

5.2 Legends. If deemed advisable by legal counsel to the Company, each certificate evidencing Shares shall be imprinted with a legend in substantially the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN THAT CERTAIN WARRANT TO PURCHASE COMMON STOCK ISSUED BY THE ISSUER TO [●] DATED SEPTEMBER 27, 2023, MAY NOT BE

OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

5.3 Compliance with Securities Laws on Transfer. This Warrant and the Shares issuable upon exercise of this Warrant may be transferred or assigned in whole or in part by the Holder provided that such transfer is in compliance with applicable federal and state securities laws by the transferor. Any transferee of this Warrant or any portion hereof, by their acceptance of this Warrant, is deemed to agree to be bound by the terms and conditions of this Warrant, including, without limitation, the representations and warranties of the Holder in Section 4 hereto. The Company shall not require Holder to provide an opinion of counsel if the transfer is to an affiliate of Holder, provided that any such transferee is an “accredited investor” as defined in Regulation D promulgated under the Act. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of Rule 144 promulgated under the Act.

5.4 Notices. All notices and other communications hereunder from the Company to the Holder, or vice versa, shall be deemed delivered and effective (i) when given personally, (ii) on the third (3<sup>rd</sup>) Business Day after being mailed by first-class registered or certified mail, postage prepaid, (iii) upon actual receipt if given by facsimile or electronic mail and such receipt is confirmed in writing by the recipient, or (iv) on the first Business Day following delivery to a reliable overnight courier service, courier fee prepaid, in any case at such address as may have been furnished to the Company or Holder, as the case may be, in writing by the Company or such Holder from time to time in accordance with the provisions of this Section 5.4. All notices to Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

Notice to the Holder shall be addressed as follows until the Company receives notice of a change in address:

Michael Sell  
150 E 58th St | 18th Floor | New York, NY 10155  
212.503.5857  
msell@bluetorchcapital.com and  
operations@bluetorchcapital.com

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

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attention: Eliot L. Relles  
Telephone: (212) 310-8190  
Email: eliot.relles@weil.com



Notice to the Company shall be addressed as follows until Holder receives notice of a change in address:

Spire Global, Inc.  
Attn: Chief Financial Officer  
8000 Towers Crescent Drive  
Suite 1100  
Vienna, Virginia  
Telephone: (202) 301-5127

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

Faegre Drinker Biddle & Reath LLP  
Attn: Jonathan R. Zimmerman  
2200 Wells Fargo Center, 90 S. 7th Street  
Minneapolis, Minnesota 55402  
Telephone: (612) 766-8419  
Email: jon.zimmerman@faegredrinker.com

5.5 Waiver. This Warrant and any term hereof may be changed, waived, discharged or terminated (either generally or in a particular instance and either retroactively or prospectively) only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.6 Attorneys' Fees. In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

5.7 Counterparts; Facsimile/Electronic Signatures. This Warrant may be executed by one or more of the parties hereto in any number of separate counterparts, all of which together shall constitute one and the same instrument. The Company, Holder and any other party hereto may execute this Warrant by electronic means and each party hereto recognizes and accepts the use of electronic signatures and the keeping of records in electronic form by any other party hereto in connection with the execution and storage hereof. To the extent that this Warrant or any agreement subject to the terms hereof or any amendment hereto is executed, recorded or delivered electronically, it shall be binding to the same extent as though it had been executed on paper with an original ink signature, as provided under applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

5.8 Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

5.9 Business Days. "**Business Day**" is any day that is not a Saturday, Sunday or a Federal holiday.

5.10 Tax Treatment of Warrants. Each of the parties hereto shall cooperate in good faith to determine the treatment of the Warrants and, to the extent such Warrants are issued as part of an “investment unit” for purposes of Section 1273(c)(2) of the Internal Revenue Code of 1986, as amended, regarding the allocation of the issue price between the components of such investment unit, and agrees that it will file all tax returns in a manner consistent with the agreed treatment and allocation, as applicable.

SECTION 6. GOVERNING LAW, VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE.

6.1 Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles regarding conflicts of law.

6.2 Jurisdiction and Venue. The Company and Holder each submit to the exclusive jurisdiction of the State and Federal courts in the State of New York; provided, however, that nothing in this Warrant shall be deemed to operate to preclude Holder from bringing suit or taking other legal action in any other jurisdiction to enforce a judgment or other court order in favor of Holder. The Company expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and the Company hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. The Company hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made in accordance with Section 5.4 of this Warrant.

6.3 Jury Trial Waiver. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND HOLDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS WARRANT, THE FINANCING AGREEMENT OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES' AGREEMENT TO THIS WARRANT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

6.4 Survival. This Section 6 shall survive the termination of this Warrant.

[Remainder of page left blank intentionally]

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Warrant to Purchase Common Stock to be executed by their duly authorized representatives effective as of the Issue Date written above.

“COMPANY”

SPIRE GLOBAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

“HOLDER”

[•]

By: \_\_\_\_\_  
Name:  
Title:

US.359835018.02

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APPENDIX 1

NOTICE OF EXERCISE

1. The undersigned Holder hereby exercises its right to purchase \_\_\_\_\_ shares of the Class A Common Stock of Spire Global, Inc. (the "**Company**") in accordance with the attached Warrant to Purchase Stock, and tenders payment of the aggregate Warrant Price for such shares as follows:

- check in the amount of \$\_\_\_\_\_ payable to order of the Company enclosed herewith
- Wire transfer of immediately available funds to the Company's account
- Cashless Exercise pursuant to Section 1.2 of the Warrant
- Other [Describe] \_\_\_\_\_

2. Please issue a certificate or certificates representing the Shares in the name specified below:

\_\_\_\_\_  
Holder's Name

\_\_\_\_\_

\_\_\_\_\_  
(Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Section 4 of the Warrant to Purchase Stock as of the date hereof.

HOLDER:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Date): \_\_\_\_\_



**AMENDMENT NO. 1 TO FINANCING AGREEMENT**

**AMENDMENT NO. 1 TO FINANCING AGREEMENT** (this "Amendment") is entered into as of March 21, 2023, by and among, *inter alios*, Spire Global, Inc., a Delaware corporation (the "Administrative Borrower"), each Subsidiary party hereto, the Lenders from time to time party hereto, and Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch") as administrative agent and collateral agent for the Lenders (in such capacities, the "Agent").

WHEREAS, the Administrative Borrower, the Agent and the Lenders are parties to that certain Financing Agreement, dated as of June 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to this Amendment, the "Financing Agreement");

WHEREAS, the Administrative Borrower has advised the Agent and Lenders that the National Oceanic Atmospheric Administration plans to purchase larger amounts of weather data from the Administrative Borrower; and

WHEREAS, the Administrative Borrower, the Agent and the Lenders party hereto constituting Required Lenders have agreed to amend the Financing Agreement in certain respects as provided herein and subject to the terms and provisions hereof.

NOW THEREFORE, in consideration of the premises, mutual covenants and recitals herein contained, which are a material term to this Amendment, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein (including in the recitals above) shall have the meanings ascribed to such terms in the Financing Agreement.

2. Amendments to Financing Agreement. Subject to the satisfaction of the conditions to effectiveness set forth in Section 4 of this Amendment and in reliance upon the representations and warranties of the Loan Parties set forth in Section 5 of this Amendment, the Financing Agreement is hereby amended as follows:

(a) The definition of the term "Contracted Recurring Revenue" set forth in Section 1.01 of the Financing Agreement is amended and restated in its entirety as follows:

"Contracted Recurring Revenue" shall mean, as of the last day of any fiscal month, the sum of (a) contracted subscription revenues of Administrative Borrower and its Subsidiaries, representing the sum of the signed contracts (solely to the extent that revenue thereunder has been recognized or will be recognized within 90 days following the initial execution thereof), (b) revenue derived from reoccurring space services contracts in pre and post space phases, and (c) revenue derived from reoccurring project based contracts related to the European Space Agency (Luxembourg and United Kingdom) when there is a multi-year binding

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agreement that has a renewable component in the contract, in each case of clauses (a), (b) and (c), with a term of at least one year and in effect at such date (other than for contracts with the National Oceanic and Atmospheric Administration so long as the amount of Contracted Recurring Revenue derived from such contracts shall not exceed 25% of the total amount Contracted Recurring Revenue) with, in the case of clause (a), customers for the delivery of recurring services for subscription revenue, net of any discounts, known churn, holdbacks, offsets or other similar adjustments, for the fiscal month most recently ended for which financial statements have been delivered to the Administrative Agent pursuant to Section 7.01(a); provided that the amount of Contracted Recurring Revenue derived from the contracts described in clause (c) shall not exceed 15% of the total amount Contracted Recurring Revenue.

3. Continuing Effect; Reaffirmation and Continuation. Except as expressly set forth in Section 2 of this Amendment, nothing in this Amendment shall constitute a modification or alteration of the terms, conditions or covenants of the Financing Agreement or any other Loan Document, or a waiver of any other terms or provisions thereof, and the Financing Agreement and the other Loan Documents shall remain unchanged and shall continue in full force and effect, in each case as amended hereby. The Administrative Borrower hereby ratifies, affirms, acknowledges and agrees that as of the date hereof the Financing Agreement and the other Loan Documents represent the valid, enforceable and collectible obligations of the Administrative Borrower, and further acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Financing Agreement or any other Loan Document. The Administrative Borrower hereby agrees that this Amendment in no way acts as a release or relinquishment of the Liens and rights securing payments of the Obligations. The Liens and rights securing payment of the Obligations are hereby ratified and confirmed by the Administrative Borrower in all respects.

4. Conditions to Effectiveness. The effectiveness of the amendments contained in Section 2 of this Amendment are subject to the prior or concurrent satisfaction of each of the following conditions, each in form and substance acceptable to the Agent:

- (a) The Agent shall have received a copy of this Amendment (including all Exhibits and attachments hereto), in form reasonably satisfactory to the Agent, executed and delivered by the Administrative Borrower, the Agent and the Lenders;
  - (b) the representations and warranties set forth in Section 5 of this Amendment shall be true and correct as of the date hereof;
  - (c) no Default or Event of Default shall have occurred and be continuing on the date hereof before or after giving effect to this Amendment; and
  - (d) the Administrative Borrower shall have paid all reasonable and documented out-of-pocket costs and expenses of the Agent (including reasonable attorneys' fees) incurred in connection with the preparation, negotiation, execution, delivery and administration of this
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Amendment, and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith that have been invoiced on or before the date hereof.

5. Representations and Warranties. In order to induce the Agent and the Lenders to enter into this Amendment, the Administrative Borrower hereby represents and warrants to the Agent and the Lenders on the date hereof that:

(a) all representations and warranties contained in the Financing Agreement and the other Loan Documents are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Amendment, after giving effect to this Amendment, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(b) no Default or Event of Default has occurred and is continuing on the date of this Amendment; and

(c) this Amendment, and the Financing Agreement as modified hereby, constitute legal, valid and binding obligations of the Administrative Borrower and are enforceable against the Administrative Borrower in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

6. Reserved.

7. Miscellaneous.

(a) Expenses. The Administrative Borrower agrees to pay on demand all expenses of the Agent (including, without limitation, the fees and expenses of outside counsel for the Agent) in connection with the preparation, negotiation, execution, delivery and administration of this Amendment and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. All obligations provided herein shall survive any termination of this Amendment and the Financing Agreement as modified hereby.

(b) Governing Law. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 12.09, 12.10 AND 12.11 OF THE FINANCING AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

(c) Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of

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an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

(d)Loan Document. The parties hereto acknowledge and agree that this Amendment is a Loan Document.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

BORROWERS:

SPIRE GLOBAL, INC.

By: /s/ Peter Platzer  
Name: Peter Platzer  
Title: Chief Executive Officer

GUARANTORS:

SPIRE GLOBAL SUBSIDIARY, INC.

By: /s/ Peter Platzer  
Name: Peter Platzer  
Title: Chief Executive Officer

AUSTIN SATELLITE DESIGN, LLC

By: /s/ Peter Platzer  
Name: Peter Platzer  
Title: Chief Executive Officer

[SIGNATURE PAGE TO FIRST AMENDMENT]

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

**BLUE TORCH FINANCE LLC**

By: /s/ Kevin Genda  
Name: Kevin Genda  
Title: Authorized Signatory

LENDERS:

**BTC HOLDINGS SC FUND LLC**

By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member  
By: Blue Torch Credit Opportunities SC GP LLC, its general partner  
By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda  
Kevin Genda  
Managing Member

**BTC HOLDINGS FUND II LLC**

By: Blue Torch Credit Opportunities Fund II LP, its sole member  
By: Blue Torch Credit Opportunities GP II LLC, its general partner  
By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda  
Kevin Genda  
Managing Member

**BTC OFFSHORE HOLDINGS FUND II-B LLC**

By: Blue Torch Offshore Credit Opportunities Master Fund II LP,  
Its Sole Member  
By: Blue Torch Offshore Credit Opportunities GP II LLC  
Its General Partner  
By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda  
Kevin Genda  
Managing Member

**BTC OFFSHORE HOLDINGS FUND II-C LLC**

By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member

By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner

By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda\_\_\_\_\_

Kevin Genda

Managing Member

**BTC HOLDINGS KRS FUND LLC**

By: Blue Torch Credit Opportunities KRS Fund LP, its sole member

By: Blue Torch Credit Opportunities KRS GP LLC, its general partner

By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda\_\_\_\_\_

Kevin Genda

Managing Member

**BTC HOLDINGS SBAF FUND LLC**

By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member

By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner

By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda\_\_\_\_\_

Kevin Genda

Managing Member

**BLUE TORCH CREDIT OPPORTUNITIES FUND III LP**

By: Blue Torch Credit Opportunities GP III LLC, its  
general partner

By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda\_\_\_\_\_

Kevin Genda

Managing Member

**BTC OFFSHORE HOLDINGS FUND III LLC**

By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its Sole Member

By: Blue Torch Offshore Credit Opportunities GP III LLC, its General Partner

By: KPG BTC Management LLC, its managing member

By: /s/ Kevin Genda

Kevin Genda

Managing Member

[Signature Page to Amendment No. 1 (Spire)]

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**WAIVER AND AMENDMENT NO. 2 TO FINANCING AGREEMENT**

**WAIVER AND AMENDMENT NO. 2 TO FINANCING AGREEMENT** (this "Amendment") is entered into as of September 27, 2023, by and among, *inter alios*, Spire Global, Inc., a Delaware corporation (the "Administrative Borrower"), each Subsidiary party hereto, the Lenders from time to time party hereto, and Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch") as administrative agent and collateral agent for the Lenders (in such capacities, the "Agent").

WHEREAS, the Administrative Borrower, the Agent and the Lenders are parties to that certain Financing Agreement, dated as of June 13, 2022 (as amended by that certain Amendment No. 1 to Financing Agreement dated as of March 21, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to this Amendment, the "Financing Agreement");

WHEREAS, an Event of Default occurred pursuant to Section 9.01(c) of the Financing Agreement arising as a result of the Total ARR Leverage Ratio on July 31, 2023 being greater than the ratio required pursuant to Section 7.03(b) of the Financing Agreement (the "Specified Event of Default");

WHEREAS, the Administrative Borrower has requested certain amendments to the Financing Agreement; and

WHEREAS, the Administrative Borrower, the Agent and the Lenders party hereto constituting Required Lenders have agreed to amend the Financing Agreement in certain respects as provided herein and subject to the terms and provisions hereof.

NOW THEREFORE, in consideration of the premises, mutual covenants and recitals herein contained, which are a material term to this Amendment, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein (including in the recitals above) shall have the meanings ascribed to such terms in the Financing Agreement.

2. Waiver and Amendments to Financing Agreement. Subject to the satisfaction of the conditions to effectiveness set forth in Section 4 of this Amendment and in reliance upon the representations and warranties of the Loan Parties set forth in Section 5 of this Amendment, the Required Lenders hereby waive the Specified Event of Default and the Financing Agreement is hereby amended as follows:

(a) Section 1.01 of the Financing Agreement is amended by amending and restating the definition of "Applicable Premium" to read in its entirety as follows:

"Applicable Premium" means

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(a) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (b), (c) or (d) or (e) of the definition thereof:

(i) during the period from and after the Effective Date up to and including the date that is the first anniversary of the Effective Date (the “First Period”), an amount equal to the Make-Whole Amount plus an amount equal to 3.00% times the aggregate principal amount of the Term Loan repaid or prepaid on the date of such Applicable Premium Trigger Event;

(ii) during the period after the First Period up to and including the date that is the second anniversary of the Effective Date (the “Second Period”), an amount equal to 2.00% times the aggregate principal amount of the Term Loan repaid or prepaid on the date of such Applicable Premium Trigger Event (it being understood that the Applicable Premium due on September 30, 2023 with respect to the payment required by the first sentence of Section 2.03(b) shall be \$50,000);

(iii) during the period after the Second Period up to and including the date that is the third anniversary of the Effective Date, an amount equal to 1.00% times the aggregate principal amount of the Term Loan repaid or prepaid on the date of such Applicable Premium Trigger Event; and

(iv) thereafter, zero;

(b) [reserved]; and

(c) [reserved].”

(b)Section 1.01 of the Financing Agreement is amended by inserting the following definition of “Second Amendment” in the correct alphabetical order:

“Second Amendment” means that certain Amendment No. 2 to Financing Agreement, dated as of September 27, 2023, by and among the Administrative Borrower, each Subsidiary party thereto, the Lenders party thereto constituting Required Lenders, and the Agent.

(c)Section 2.03(b) of the Financing Agreement is amended and restated in its entirety as follows:

(b) \$2,500,000 of the outstanding principal amount of the Term Loan shall be due and payable on September 30, 2023. The remaining outstanding principal amount of all Term Loans shall be due and payable on the Final Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(d)Section 2.06(a) of the Financing Agreement is amended and restated in its entirety as follows:

(a) (i) In consideration of the agreements of the Agents and the Lenders under the Second Amendment, in addition to any other fees payable hereunder, the Borrowers agree

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to pay to the Lenders, on a pro rata basis, an exit fee equal to one and a half percent (1.50%) of the aggregate outstanding principal balance of the Term Loans on the effective date of the Second Amendment (the “Second Amendment Exit Fee”), which Second Amendment Exit Fee shall be fully earned as of the effective date of the Second Amendment, but shall only be payable in full in cash upon the earliest to occur of (x) the termination of this Agreement and the payment in full of all Obligations and, if applicable, the Applicable Premium in accordance with the terms of Section 2.06, (y) an acceleration of the Loans by reason of an Event of Default or as otherwise permitted under this Agreement and the other Loan Documents and (z) the Final Maturity Date and (ii) the Borrowers hereby agree that, from and after the effective date of the Second Amendment, the aggregate amount of the Second Amendment Exit Fee shall accrue interest at a rate per annum equal to the Adjusted Term SOFR for a 3-month Interest Period plus the Applicable Margin, and such interest shall be paid-in-kind and added to the principal balance of the Loans on the last Business Day of each calendar quarter, commencing on the last Business Day of the calendar quarter in which the effective date of the Second Amendment occurs; provided, however, that all Obligations attributable to such capitalized Second Amendment Exit Fee interest shall be disregarded solely for purposes of testing compliance with any covenant or the calculation of any ratio hereunder, including the determination or calculation of such test, covenant or ratio (including in connection with Specified Transactions) in accordance with Section 1.08.

(e)Section 7.01(a)(vi) of the Financing Agreement is amended and restated in its entirety as follows:

(vi) (A) not later than five (5) Business Days after the start of each calendar month, (i) a customary liquidity “flash” report setting forth, among other things, the Loan Parties’ cash balances for the immediately preceding calendar month, and (ii) a customary “pipeline” report and (B) commencing with the first calendar month following the effective date of the Second Amendment, a 13-Week Cash Flow (as defined below) to be delivered simultaneously with delivery of the financial statements to be delivered pursuant to Section 7.01(a)(i); provided, that if the Liquidity of the Loan Parties is less than \$35,000,000 at any time during a month, then commencing on Wednesday of the immediately following calendar week and for each calendar week thereafter until the Liquidity of the Loan Parties for each day in the immediately preceding calendar week is greater than \$35,000,000, then (x) a calculation of the Liquidity of the Loan Parties as of the last day of the immediately preceding calendar week in form and substance satisfactory to the Agents and (y) a 13-week cash flow forecast of the Loan Parties in form and substance satisfactory to the Agents developed in conjunction with Accordion Partners or another financial advisor reasonably satisfactory to the Agents (the “13-Week Cash Flow”); provided, further, that, (a) a comparison of Liquidity against the 13-Week Cash Flow shall be included for any week that a calculation of Liquidity is delivered for a week that is included in the 13-Week Cash Flow and (b) if for any week that a calculation of Liquidity is delivered, the 13-Week Cash Flow is more than 4 weeks old, an updated 13-Week Cash Flow shall also be delivered;

(f)Section 7.01 of the Financing Agreement is amended by inserting the following new Sections 7.01(s) and (t) at the end thereof:

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(s) Board Observation Rights. The Administrative Agent shall be entitled to designate two observers (each, a “Board Observer” and, collectively, the “Board Observers”) each reasonably acceptable to Administrative Borrower to attend all meetings (a “BOD Meeting”) of the Board of Directors of the Administrative Borrower or any of its Subsidiaries (or, in each case, any relevant committees thereof) each solely in the capacity of a non-voting observer and no Board Observer shall be entitled to vote on any matters presented to or discussed by the Board of Directors (or any relevant committee thereof) of the Administrative Borrower or any of its Subsidiaries at any such meetings. The Board Observers shall be timely notified of the time and place of any BOD Meetings and will be given written notice of all proposed actions to be taken by the Board of Directors (or any relevant committee thereof) of the Administrative Borrower and any of its Subsidiaries at such meeting as if each Board Observer were a member thereof. Each Board Observer shall have the right to receive all information provided to the members of the Board of Directors of the Administrative Borrower and any of its Subsidiaries in anticipation of or at such meeting (regular or special and whether telephonic or otherwise), in addition to copies of the records of the proceedings or minutes of such meeting, when provided to the members, and such Board Observer shall keep such materials and information confidential in accordance with Section 12.19 of this Agreement. The Borrowers shall reimburse the Board Observers for all reasonable and documented out-of-pocket costs and expenses incurred in connection with its participation in any such BOD Meeting in accordance with the current Board policy related to reimbursement generally. Notwithstanding the foregoing, with respect to any BOD Meeting or any such materials or information, in the event that the Board of Directors determines in good faith that (i) a conflict of interest exists with any such Board Observer, including in connection with discussions regarding the refinancing of, covenant negotiations with respect to, defaults under or amendment, waiver or forbearance negotiations with respect to, the Loan Documents, (ii) such access or materials involves trade secrets, highly confidential or highly sensitive information of the Parent or any other information subject to confidentiality restrictions that would preclude such observer from access thereto or (iii) the substance of the materials or matters to be discussed during such board meeting requires the preservation of attorney-client privilege, then the Board of Directors reserves the right to exclude such Board Observer from access to, and notice of, such discussions and any materials and information related thereto. The Board Observers shall enter into a customary board observer agreement with the Administrative Borrower, which agreement shall include confidentiality and assignment of inventions provisions.

(g)Section 7.03(a) of the Financing Agreement is amended and restated in its entirety as follows:

(a)Leverage Ratio. Permit the Leverage Ratio of the Administrative Borrower and its Subsidiaries as of the last day of any Test Period to be greater than the ratio set forth opposite such date:

<u>Fiscal Month End</u>	<u>Leverage Ratio</u>
June 30, 2024	30.00:1.00

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July 31, 2024	30.00:1.00
August 31, 2024	30.00:1.00
September 30, 2024	21.82:1.00
October 31, 2024	21.82:1.00
November 30, 2024	21.82:1.00
December 31, 2024	17.14:1.00
January 31, 2025	17.14:1.00
February 28, 2025	17.14:1.00
March 31, 2025	13.33:1.00
April 30, 2025	13.33:1.00
May 31, 2025	13.33:1.00
June 30, 2025	10.91:1.00
July 31, 2025	10.91:1.00
August 31, 2025	10.91:1.00
September 30, 2025	9.60:1.00
October 31, 2025	9.60:1.00
November 30, 2025	9.60:1.00
December 31, 2025	7.50:1.00
January 31, 2026	7.50:1.00
February 28, 2026	7.50:1.00
March 31, 2026	6.67:1.00
April 30, 2026	6.67:1.00
May 31, 2026	6.67:1.00

(h)Section 7.03(b) of the Financing Agreement is amended and restated in its entirety as follows:

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(b)Total ARR Leverage Ratio. Permit the Total ARR Leverage Ratio of the Administrative Borrower and its Subsidiaries as of the last day of any Test Period to be greater than the ratio set forth opposite such date:

<u>Fiscal Month End</u>	<u>Total ARR Leverage Ratio</u>
June 30, 2023	1.10:1.00
July 31, 2023	1.25:1.00
August 31, 2023	1.25:1.00
September 30, 2023	1.20:1.00
October 31, 2023	1.20:1.00
November 30, 2023	1.15:1.00
December 31, 2023	1.09:1.00
January 31, 2024	1.09:1.00
February 29, 2024	1.05:1.00
March 31, 2024	1.00:1.00
April 30, 2024	1.00:1.00
May 31, 2024	1.00:1.00

(i)Section 7.03(c) of the Financing Agreement is amended and restated in its entirety as follows:

(c)Liquidity. Commencing September 30, 2023, permit Liquidity of the Loan Parties to be less than \$30,000,000 at any time.

3.Continuing Effect; Reaffirmation and Continuation. Except as expressly set forth in Section 2 of this Amendment, nothing in this Amendment shall constitute a modification or alteration of the terms, conditions or covenants of the Financing Agreement or any other Loan Document, or a waiver of any other terms or provisions thereof, and the Financing Agreement and the other Loan Documents shall remain unchanged and shall continue in full force and effect, in each case as amended hereby. The Administrative Borrower hereby ratifies, affirms, acknowledges and agrees that as of the date hereof the Financing Agreement and the other Loan Documents represent the valid, enforceable and collectible obligations of the Administrative Borrower, and further acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Financing Agreement or any other Loan Document. The Administrative Borrower hereby agrees that this Amendment in no way acts as a release or relinquishment of the Liens and rights securing payments of the Obligations. The

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Liens and rights securing payment of the Obligations are hereby ratified and confirmed by the Administrative Borrower in all respects.

4. Conditions to Effectiveness. The effectiveness of the amendments contained in Section 2 of this Amendment are subject to the prior or concurrent satisfaction of each of the following conditions, each in form and substance acceptable to the Agent:

(a) The Agent shall have received a copy of this Amendment (including all Exhibits and attachments hereto), in form reasonably satisfactory to the Agent, executed and delivered by the Administrative Borrower, the Agent and the Lenders;

(b) the representations and warranties set forth in Section 5 of this Amendment shall be true and correct as of the date hereof;

(c) after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing on the date hereof; and

(d) the Administrative Borrower shall have paid all reasonable and documented out-of-pocket costs and expenses of the Agent (including reasonable attorneys' fees) incurred in connection with the preparation, negotiation, execution, delivery and administration of this Amendment, and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith that have been invoiced on or before the date hereof.

5. Representations and Warranties. In order to induce the Agent and the Lenders to enter into this Amendment, the Administrative Borrower hereby represents and warrants to the Agent and the Lenders on the date hereof that:

(a) all representations and warranties contained in the Financing Agreement and the other Loan Documents are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Amendment, after giving effect to this Amendment, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(b) after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing on the date of this Amendment; and

(c) this Amendment, and the Financing Agreement as modified hereby, constitute legal, valid and binding obligations of the Administrative Borrower and are enforceable against the Administrative Borrower in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

6. [Reserved].

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7. Miscellaneous.

(a) Expenses. The Administrative Borrower agrees to pay on demand all expenses of the Agent (including, without limitation, the fees and expenses of outside counsel for the Agent) in connection with the preparation, negotiation, execution, delivery and administration of this Amendment and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. All obligations provided herein shall survive any termination of this Amendment and the Financing Agreement as modified hereby.

(b) Governing Law. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 12.09, 12.10 AND 12.11 OF THE FINANCING AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

(c) Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

(d) Loan Document. The parties hereto acknowledge and agree that this Amendment is a Loan Document.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

BORROWERS:

SPIRE GLOBAL, INC.

By: /s/ Peter Platzer  
Name: Peter Platzer  
Title: President and Chief Executive Officer

GUARANTORS:

SPIRE GLOBAL SUBSIDIARY, INC.

By: /s/ Peter Platzer  
Name: Peter Platzer  
Title: President and Chief Executive Officer

AUSTIN SATELLITE DESIGN, LLC

By: /s/ Peter Platzer  
Name: Peter Platzer  
Title: President and Chief Executive Officer

[Signature Page to Amendment No. 2 (Spire)]

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

**BLUE TORCH FINANCE LLC**

By: /s/ Kevin Genda  
Name: Kevin Genda  
Title: Authorized Signatory

LENDERS:

**BTC HOLDINGS SC FUND LLC**

By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member  
By: Blue Torch Credit Opportunities SC GP LLC, its general partner  
By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda \_\_\_\_\_  
Kevin Genda  
Managing Member

**BTC HOLDINGS FUND II LLC**

By: Blue Torch Credit Opportunities Fund II LP, its sole member  
By: Blue Torch Credit Opportunities GP II LLC, its general partner  
By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda \_\_\_\_\_  
Kevin Genda  
Managing Member

**BTC OFFSHORE HOLDINGS FUND II-B LLC**

By: Blue Torch Offshore Credit Opportunities Master Fund II LP,  
Its Sole Member  
By: Blue Torch Offshore Credit Opportunities GP II LLC  
Its General Partner  
By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda \_\_\_\_\_  
Kevin Genda  
Managing Member

[Signature Page to Amendment No. 2 (Spire)]

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**BTC OFFSHORE HOLDINGS FUND II-C LLC**

By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member  
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner  
By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda  
Kevin Genda  
Managing Member

**BTC HOLDINGS KRS FUND LLC**

By: Blue Torch Credit Opportunities KRS Fund LP, its sole member  
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner  
By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda  
Kevin Genda  
Managing Member

**BTC HOLDINGS SBAF FUND LLC**

By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member  
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner  
By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda  
Kevin Genda  
Managing Member

**BLUE TORCH CREDIT OPPORTUNITIES FUND III LP**

By: Blue Torch Credit Opportunities GP III LLC, its  
general partner  
By: KPG BTC Management LLC, its sole member

By: /s/ Kevin Genda  
Kevin Genda

[Signature Page to Amendment No. 2 (Spire)]

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Managing Member

**BTC OFFSHORE HOLDINGS FUND III LLC**

By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its Sole Member

By: Blue Torch Offshore Credit Opportunities GP III LLC, its General Partner

By: KPG BTC Management LLC, its managing member

By: /s/ Kevin Genda \_\_\_\_\_

Kevin Genda

Managing Member

[Signature Page to Amendment No. 2 (Spire)]

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## Managing Director Service Agreement

between

Spire Global Germany GmbH, c/o Kunz Rechtsanwälte Partnerschaftsgesellschaft mbB, Antoniterstraße 14 – 16, 50667 Cologne, Germany, represented by its shareholder, Spire Global Subsidiaries, Inc., 8000 Towers Crescent Drive, Suite 1100, Vienna, Virginia 22182, represented by Boyd Johnson, Chief Legal Officer.

- hereinafter referred to as the "**Company**" -

and

Dipl.Ing. Peter Platzter, residing at 75, Boulevard Napoléon 1er, 2210 Luxembourg, Luxembourg

- hereinafter referred to as the "**Managing Director**" -

- the Company and the Managing Director hereinafter collectively referred to as the "**Parties**" and each individually as a "**Party**" -.

### Preamble

- (1)The Company is a wholly owned subsidiary of Spire Global Subsidiary Inc. the shares of which are owned by Spire Global, Inc. (hereinafter referred to as "**Spire Global**"), the Spire group's parent company listed on the NYSE (the entire group being referred to as the "**Spire Global Group**").
- (2)The Managing Director previously served under an employment contract as managing director of Spire Global Luxembourg S.à r.l. (the "**LUX Agreement**"), another wholly owned subsidiary of Spire Global Subsidiary Inc. This employment contract will be terminated by mutual agreement with effect as of the expiry of September 30, 2023.
- (3)The Managing Director shall take responsibility of the business of the Company in accordance with the terms and conditions of this service agreement.
- (4)Under currently applicable German law the tax burden on the remuneration of the Managing Director is higher than in Luxembourg. The Parties have calculated that the relevant average tax rate under German law is 5.7% higher than in Luxembourg (the "**Additional Tax Burden**").  
Compared to the net compensation while working in Luxembourg, the Additional Tax Burden has a negative impact on the Managing Director's monthly net compensation.
- (5)The Parties wish to reflect the Additional Tax Burden in the Managing Director Contract by granting the Managing Director an additional incremental grant of equity intended to reduce the Additional Tax Burden in the form of a partial net remuneration. This compensation shall be temporary while the status of the overall effects of the Managing Director having moved to Germany will be monitored in connection with the annual review of executive compensations by the Compensation Committee of the Board of Directors of Spire Global (the "**Compensation Committee**").

Now, therefore, in consideration of the mutual premises and covenants contained herein the Parties hereto agree as follows:

### **Sec. 1 Responsibilities and Duties**

- (1) The Managing Director was appointed Managing Director of the Company in connection with the foundation of the Company. He represents the Company individually in accordance with the Articles of Association and the resolution of appointment.
- (2) The Managing Director shall manage the business of the Company together with any other Managing Directors in accordance with applicable laws, the Articles of Association, any Rules of Procedure for the management, the resolutions and instructions of the shareholders' meeting and this Service Agreement.
- (3) The Company may appoint further managing directors and divide and redistribute the areas of responsibility of all managing directors. The determination of the powers of representation of the managing directors shall be made by the shareholders' meeting.
- (4) The managing director shall conduct the business of the Company with the due care of a prudent businessman. He shall exercise the rights and duties of an employer within the meaning of labor, social and tax law.
- (5) At the request of the Company, the Managing Director shall also assume supervisory board positions or similar functions at other companies as well as honorary functions at associations or professional organizations of which the Company is a member, without additional compensation. In the event of termination of the managing director employment contract, the managing director shall be obliged to immediately terminate or resign from such offices, mandates and/or memberships.
- (6) The principal place of work will be the office of the Company to be established in Munich. The Managing Director is not obliged to perform his services at a certain place of work and is free to organize his physical presence as required by his duties under this contract and the applicable legal provisions. He agrees to undertake any necessary business trips inside and outside of Germany.
- (7) The responsibilities of the Managing Director shall include in particular the following tasks which may also be subject to approval by the shareholders' meeting pursuant to Sec. 3 below:
  - Management of the overall operations of the Company;
  - Make hiring and termination decisions;
  - Determine, approve and implement compensation, training and reward policies;
  - Delegate and create corporate agendas;
  - Drive growth, profitability and other financial metrics;
  - Setting, approving, delegating and implementing corporate finance strategies, including, but not limited to, equity and debt capital raising, mergers, acquisition and divestitures;
  - Manage corporate organizational structure and strategy;

- Engage and communicate with the investment community, media and public at large on behalf of the Company; and
- Communicate, confer and report with and to the shareholders' meeting or any supervisory body established with the Company in the future.

- (8) The Managing Director guarantees that he is authorized to work in the territory of the Federal Republic of Germany and shall inform the Company immediately of any loss of such authorization.
- (9) The Managing Director expects to take his domicile and habitual residence in Munich, Germany, by the end of September, 2023. He shall inform the Company immediately of any change.

## Sec. 2 Commencement and termination

- (1) This service contract takes effect as of October 1, 2023, and is concluded for an indefinite period.
- (2) Prior to commencement of this service contract the Managing Director will ensure to have obtained all necessary administrative authorizations regarding his work permit in Germany.
- (3) Any party who wishes to terminate this Agreement has to notify the termination to the other party by registered mail or by signing for acknowledgment of receipt a copy of the notice of termination. The right to extraordinary termination (without notice) for good cause (*wichtiger Grund*) remains unaffected.
- (4) Reasons which may lead to a termination for cause with immediate effect of this Agreement by the Company can consist, amongst others, of
- a. an unauthorized use or disclosure by the Managing Director of the confidential information or trade secrets of the Spire Global Group, which use or disclosure causes material harm to the Spire Global Group;
  - b. a material failure by the Managing Director to comply with the Spire Global Group's written policies or rules after receiving written notification of such failure and if curable, provision of a reasonable cure period of no less than 30 days following the receipt of such notice;
  - c. the Managing Director's conviction of, or plea of "guilty" or "no contest" to, a felony, or his commission of any act of moral turpitude, dishonesty or fraud against, or the misappropriation of material property belonging to, the Spire Global Group or its affiliates;
  - d. the Managing Director's gross misconduct which results in material harm to the Spire Global Group;
  - e. a continuing failure by the Managing Director to perform his reasonably assigned duties after receiving written notification of such failure and provision of a reasonable cure period of no less than 30 days following the receipt of such notice; or
  - f. a failure by the Managing Director to cooperate in good faith with a governmental or internal investigation of the Spire Global Group or any of their directors, officers or employees, if the Spire Global Group has requested his cooperation.
- (5) Reasons which may lead to a resignation with immediate effect of this Agreement by the Managing Director can consist, amongst others, of
- a. a material reduction of the Managing Director's duties, position or responsibilities; provided, however, that a reduction in duties, position or responsibilities solely by virtue of Spire Global

being acquired and made part of a larger entity will not constitute a reason to resign with immediate effect;

b. a material reduction in the Managing Director's Base Salary (except where there is a reduction applicable to the management team generally); provided, however, that a temporary reduction in the Managing Director's Base Salary of ten percent (10%) or less in any one year will not be deemed a material reduction; or - a material change in the geographic location of the Managing Director's primary work facility or location; provided, that a relocation of less than forty (40) kilometers from the Managing Director's current location will not be considered a material change in geographic location. To the extent the Managing Director's primary work facility or location is not the Company's corporate facilities or offices due to a shelter-in-place order, quarantine order, or similar work-from-home requirement that applies to the Managing Director, the Managing Director's primary work facility or location, from which a change in location under this clause b. will be measured, will be considered the Company's office or facility location where the Managing Director's service relationship with the Company primarily was based immediately prior to the commencement of such shelter-in-place order, quarantine order, or similar work-from-home requirement. As of the Commencement Date, such location will be considered the Company's future registered office in Munich.

It is understood that apart from extraordinary circumstances the Managing Director may not resign with immediate effect unless he has first provided the Company with written notice of the acts or omissions constituting the grounds for resignation with immediate effect within ninety (90) days of the initial existence of the grounds for resignation with immediate effect and a reasonable cure period of not less than thirty (30) days following the date the Company receives such notice, and such condition has not been cured during such period.

(6) In case of termination of the Agreement either by the Company with notice that is not a termination for cause as described in clause 4 above or in case of resignation by the Managing Director with immediate effect for reasons similar to those specifically listed in clause 5 above and that are due to serious reasons triggered by the Company, the Company shall pay the Managing Director a contractual severance (the "**Contractual Severance**") consisting of: - nine months of the Managing Director's then-current Base Salary, payable as a lump sum within 60 (sixty) days following termination of the Managing Director's employment, subject to applicable deductions and withholdings, - a lump sum cash payment equivalent to nine months of COBRA premiums (based on the Managing Director's equivalent level of coverage for him and his dependents), not to exceed EUR 16,000, subject to applicable deductions and withholdings, payable within 60 (sixty) days following termination of the Managing Director's employment (the "**Healthcare Severance**"), - all of the Managing Director's then-outstanding equity awards under Spire Global's 2012 Stock Option and Grant Plan, its 2021 Equity Incentive Plan, and any other applicable plan, will accelerate and immediately become fully vested, and - the period to exercise any award will become the expiration date of such award, as applicable. The foregoing payments are subject to the Managing Director having delivered to the Company an executed copy of a release of claims in form and substance acceptable to the Company, and such release having become effective and DocuSign Envelope ID: 22C775AC-7098-4CAA-896F-391D70954A70 6 irrevocable as of the date of execution (and in any case no later than 60 (sixty) days following the termination of the Managing Director's service relationship). It is further understood that any and all statutory payments to be made by the Company in case of termination (e.g. legally due severance payment, if any) will be deducted from the Contractual Severance. If the Managing

Director is entitled to any other severance, separation benefits, vesting acceleration or similar benefits to those provided under this Agreement, by operation of applicable law or under a plan, policy, contract or arrangement sponsored by the Spire Global Group or to which the Spire Global Group is a party other than this Agreement and the statutory payments described in the immediately preceding sentence, then the corresponding severance payments and benefits under this Agreement also will be reduced by the amount of such other payments and benefits provided to the Managing Director. For clarity, to the extent the Company has any obligations to contribute payments for continued health care coverage for the Managing Director and any of his dependents following the termination of the Managing Director's employment, the Healthcare Severance will be reduced by an equivalent amount, as determined by the Company in its sole discretion.

(7) In the event of termination, the Company shall be entitled to release the Managing Director from the obligation to provide services, either on a revocable or irrevocable basis, in whole or in part, with immediate effect, taking into account any outstanding vacation entitlements, while continuing to pay his remuneration until the effective date of the termination, unless special interests of the Managing Director outweigh the interest of the Company in releasing him.

(8) Irrespective of other provisions contained herein and without need of a separate notice of termination, this service contract shall end upon the Managing Director having reached the statutory retirement age under German law.

(9) If the Managing Director becomes permanently incapable to work during the term of this service contract, this contract shall end at the end of the quarter following the quarter in which the permanent incapacity to work was established. Permanent incapacity for work within the meaning of this agreement shall be deemed to exist if the Managing Director is unable to perform his duties for more than six months and is not expected to regain his ability to perform his duties within a further three months. The shareholders' meeting may demand that the existence of the prerequisites be examined by a medical expert at the expense of the Company, whereby the type and scope of the examinations to be carried out must be within reasonable limits, and the Managing Director will release the expert from such professional's confidentiality obligation only vis-à-vis the shareholders' meeting and with regard to the question of fitness for duty. In this respect, the representative of the shareholders' meeting will undertake in writing to maintain confidentiality. If no agreement can be reached on a physician, the chairman of the medical association at the registered office of the company shall be asked to appoint a medical expert.

### **Sec. 3 Scope of Work, Working Hours and Secondary Activities**

(1) The Managing Director shall make all his working time as well as his knowledge and experience available to the Company. He is not obliged to maintain certain working hours and perform his services at a certain location but shall in principle work during the usual working hours and be present or available, unless he is on business trips or there is any other impediment preventing his availability. If required by the Company's business interests, he shall work for the Company also outside normal business hours, including on Saturdays, Sundays and public holidays.

(2) Accepting of a paid or unpaid secondary activity shall require the prior written consent of the shareholders' meeting. The Managing Director may only assume offices in supervisory or similar bodies of companies or organizations outside the Spire Global Group with the prior written consent of the shareholders' meeting.



## Sec. 4 Remuneration

- (1) The Managing Director shall receive a fixed gross annual salary of EUR 441,176.47 as remuneration for his services ("**Base Salary**"), payable in 12 monthly installments after deduction of taxes and social security contributions, in each case at the end of the month.
- (2) The Company shall pay the statutory employer's contribution to social security insofar as the managing director is subject to social security contributions. It shall further pay the managing director the employer's portion to the statutory health insurance pursuant to Chapter 5 of the German Social Code (SGB V).
- (3) The Managing Director shall additionally be eligible for additional bonus payments in the form of cash and/or equity, as determined by the Board or its duly designated Compensation Committee and consistent with the Plan, any cash incentive plan or program as may be established from time to time, and other relevant policies, as applicable. Potential bonus payments, even if made repeatedly or regularly and whatever their amounts are, can never lead to a vested right for the director. Bonus payments are made at the sole discretion of the Board or its Compensation Committee, and according to the corporate, financial, strategic or other business achievements of the Spire Global Group and/or the Managing Director's own achievement of any individual goals. Any of the Managing Director's goals will be defined annually by the Board or its Compensation Committee after consultation with director. Bonus payments, if any, will be made subject to the deduction of social and tax contributions as required by applicable law.
- (4) In addition to the Managing Director's Base Salary, the Managing Director will be eligible to receive annual equity grants (the "**Annual Equity Grants**") issued pursuant to the terms of Spire Global's equity compensation plans. Such Annual Equity Grants will be in relative proportion to "Top Off" grants made to other employees of the Spire Global Group, adjusted accordingly for the Managing Director's rank and seniority. The actual amount and terms of any such grants will be determined by the Board or duly designated Compensation Committee, in its sole discretion. The Annual Equity Grants will be subject to the terms and conditions applicable to options granted under Spire Global's 2021 Equity Incentive Plan (the "**Plan**"), as described in the Plan and the applicable stock option agreement.
- (5) The remuneration due according to the provisions of this Sec. 4 shall cover the entire activities of the Managing Director, including those services from which other companies of the Spire Global Group are benefitting. There shall be no entitlement to additional remuneration for extra hours, work on Saturdays, Sundays and public holidays.
- (6) Insofar as fringe benefits are included in taxable wages, the Managing Director shall bear the taxes due thereon. This shall also apply insofar as wage tax amounts are to be paid in arrears.

### Sec. 4a Partial Net Remuneration

- (1) The Parties agree that subject to the review and approval of the Compensation Committee (i) the Managing Director's regular fixed income (Base Salary) according to Sec. 4 (1) above (i.e. not including any bonus related to that period pursuant to Sec. 4 (3) above) for the period starting on the effective date of this Agreement (i.e. October 1, 2023) until February 28, 2024, and (ii) the outstanding equity awards that will vest on November 20, 2023, and February 20, 2024, respectively, (which will become immediately taxable on those dates) shall be subject to tax

adjustment in the following way: 5.7% of the income tax withheld on the afore-mentioned remuneration shall be calculated as a net pay so as to compensate the Managing Director for the Additional Tax Burden with respect to the afore mentioned period. This additional (net) remuneration shall be granted in the form of equity awards according to the Plan. These equity awards shall be granted as of October 2, 2023, with the share price of Spire Global applying to this equity awards being equivalent to the closing price quoted on the New York Stock Exchange on Monday, October 2, 2023. Such equity awards shall fully vest on February 20, 2024, with the tax burden on these additional equity awards falling due on the afore-mentioned vesting date and to be borne by the Managing Director.

(2) All tax equalization considerations for periods beyond February 28, 2024, will be made as part of Spire Global's annual executive compensation review, which occurs in February of 2024.

(3) When the personal tax assessment of the Managing Director for each tax assessment period which is subject to net pay calculation has become final, the Managing Director will inform the Company promptly of the definitive income tax levied for his services as Managing Director. The Parties will then agree on adjusting the net remuneration granted in equity awards according to the previous subsecs. (1) and (2) based on the definitive amount of taxes imposed on the Managing Director for his remuneration as the Managing Director. The respective definitive equalization payments are due by the Party owing such payment within 30 days after the amount has been calculated. Neither Party will owe interest to the other for any over- or underpayment of this additional remuneration paid during the relevant year.

(4) The additional remuneration for tax equalization the Managing Director set forth herein is not owed with respect to withholdings other than taxes, such as e.g. not for deductions for social security contributions.

(5) The Managing Director acknowledges that the additional remuneration for the tax equalization resulting from the Additional Tax Burden is a voluntary and discretionary remuneration granted by the Company in consideration of the financial burden of the Managing Director because of becoming subject to taxation in Germany. Therefore, as stated in subsec. (2) above, there is no commitment of the Company to continue granting this additional remuneration for any period beyond February 28, 2024.

## **Sec. 5 Reimbursement of Expenses**

(1) The Company shall reimburse the Managing Director for expenses and other costs incurred by the Managing Director in properly performing his duties under this service agreement. Reimbursement shall generally be made on the basis of itemized receipts or as a lump sum in accordance with Spire's Expense Reimbursement Policy and the maximum rates considered as deductible under applicable tax laws.

## **Sec. 6 Remuneration in the event of absence from duty**

(1) In the event of sickness or other impediment to perform his work through no fault of his own, the fixed remuneration of the Managing Director pursuant to Sec. 4 para. 1 above (including the partial net remuneration according to Sec. 4 a above, if still granted by the relevant point in time) shall continue to be paid for a period of six weeks, but no longer than until the date of termination of this Agreement.

(2) The Managing Director shall be obliged to inform the Company immediately of any incapacity to work. In the event of illness, he shall submit a medical certificate to the Company after three days at the latest.

(3) The Managing Director hereby assigns to the Company in advance any and all claims to which he may be entitled against third parties due to the occurrence of the incapacity to work. The amount of the assignment shall be limited to the amount owed by the Company to the Managing Director as remuneration during his illness.

### **Sec. 7 Vacation**

(1) The Managing Director shall be entitled to vacation as allowed under the Company's paid time off work policy. When determining the time of the vacation, he shall take into account the business interests of the Company. The Managing Director shall inform the Company how he can be reached at short notice during his vacation if special circumstances so require.

(2) Carryover of leave entitlement to the following calendar year is not permitted.

(3) With respect to the years of commencement and termination of the employment relationship, the vacation entitlement shall be calculated on a pro rata basis.

### **Sec. 8 Prohibition of competition**

During the term of this service agreement, the Managing Director is prohibited from working in an independent or dependent capacity or in any other way for a company or other entity that is in direct or indirect competition with the Company in any part of the world. Similarly, he shall be prohibited from establishing or acquiring such a company or acquiring a direct or indirect interest therein during the term of this service agreement, except for acquiring shares in listed companies for financial investment purposes of up to 5% of the equity or the voting rights. The Managing Director shall notify the Company of such investments without delay.

### **Sec. 9 Confidentiality Obligation**

The Managing Director is obliged to maintain secrecy about all operational and business matters of the Company (in particular trade and business secrets), as required under the agreements signed on September 30, 2012, and May, 2019 (individually and collectively the "**Confidentiality Agreements**").

### **Sec. 10 Return of Documents and Objects**

At the request of the Company, the Managing Director shall return to an authorized representative of the Company all business documents and papers, including duplicates, copies, electronically stored information, and copies of software provided by the Company and similar documents, as well as objects, including keys, credit cards, computer disks and similar items. The Managing Director shall not keep copies of any document without the written consent of the Company. In the event of termination of this service contract, dismissal or resignation from office, the Managing Director shall be equally obliged to

return them immediately without having to be requested to do so. There shall be no right of retention in respect of documents, papers or items which are belonging to the Company.

### Sec. 11 Managing Director's Inventions

Inventions, patents, copyrights and other industrial property rights (hereinafter jointly referred to as "Industrial Property Rights") developed by the Managing Director during the term of this Service Agreement as well as the use and exploitation of technical and organizational improvement proposals of the Managing Director shall exclusively belong to the Company without any special remuneration and shall be transferred to the Company, as required under the Confidentiality Agreements.

### Sec. 12 Miscellaneous

(1)The Managing Director represents to the Company that there are no obligations or restrictions that would prevent him from joining the Company and performing the services contemplated by this Agreement and that he possesses all licenses, permits and/or approvals from the applicable regulatory authorities necessary or required for him to perform such services.

(2)The Company intends that the payments and benefits herein shall be exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**") and this letter agreement shall be construed for all purposes in a manner consistent with such intent. To the extent any payments or benefits provided herein are determined to be subject to Section 409A, such payments or benefits will be made in a manner that complies with Section 409A, including any necessary delays in payment. For purposes of this agreement, your termination date means the date on which you experience a "Separation from Service" within the meaning of Section 1.409A-1(h) of the Treasury Regulations.

(3)Notwithstanding any contrary provision of this Agreement, nothing in this Agreement or the Confidentiality Agreements will prohibit or impede the Managing Director from engaging in any Protected Activity. For purposes of this Agreement, "**Protected Activity**" will mean communicating, cooperating or filing a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Equal Employment Opportunity Commission, the Occupational Safety and Health Administration of the U.S. Department of Labor, and the U.S. National Labor Relations Board (collectively, a "**Governmental Entity**") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation; provided that, in each case, such communications and disclosures are consistent with applicable law. Notwithstanding the foregoing, the Managing Director agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute confidential information of the Spire Global Group (as described in Sec. 9 above) in a manner not protected by applicable law to any parties other than the Governmental Entities. The Managing Director further understands that Protected Activity does not include disclosure of any attorney-client privileged communications or attorney work product of the Spire Global Group. Any language in the Confidentiality Agreements or any other written agreement with the Spire Global Group that conflicts with, or is contrary to, this Sec. 12 (3) is superseded by this Agreement. The Managing Director understands and acknowledges that pursuant to the Defend Trade Secrets Act of 2016 (a) an individual will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (i) in confidence

to a Federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (b) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

(4)The Managing Director is hereby informed that his personal data will be collected, stored and processed, including automatically, on the basis of and in accordance with the legal requirements, in particular the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). He confirms that he has read and understood the data protection information enclosed as Annex 1 to this Agreement and thus declares his consent. He declares that he has also read and understood the attached declaration on data secrecy and will sign the declaration of commitment pursuant to Section 53 BDSG, attached as Annex 2.

(5)Amendments, supplements, and the cancellation of this Service Agreement must be made in writing to be effective. This shall also apply to the amendment of this written form clause itself. Excluded are thereby, in particular, amendments to this Service Agreement resulting from a company practice. Parties confirm that there are no oral agreements relating to the Managing Director's activities for the Company. Any notice required by this Agreement shall be made in writing to the Company or to any other person as indicated from time to time, or to the Managing Director at his home address most recently on file with the Company. This Agreement and the Confidentiality Agreements, together with the award agreements and Spire Global equity compensation plans governing the Managing Director's outstanding Spire Global equity awards, supersede and replace all prior agreements between the Managing Director and the Spire Global Group, including without limitation, the Lux Agreement.

(6)Should individual provisions of this service contract be or become invalid or impracticable, the validity of the remaining provisions shall remain unaffected. In the event of an invalid provision of this Service Agreement, the Parties will agree on a replacement provision which is legally valid and corresponds as much as possible to the economic purpose pursued by the invalid provision. The same principle applies in case this service contract proves to be incomplete.

(7)The laws of the Federal Republic of Germany shall apply to this service contract.

(place), the (date) 29-Sep-2023 5:33 PM EDT

**Name: Boyd Johnson, Chief Legal Officer**

The Company

/s/ Boyd Johnson

**Name: Peter Platzer**

The Managing Director

/s/ Peter Platzer

30-Sep-2023 | 1:09 PM EDT

**Data protection information for employees in accordance with Art. 13 and 14 GDPR****Data protection information for employees according to Art. 13 and 14 GDPR**

The protection of personal data are an important concern for Spire Global Germany GmbH, c/o Kunz Rechtsanwälte Partnerschaftsgesellschaft mbB, Antoniterstraße 14 – 16, 50667 Cologne, Germany ["**Spire Global Germany**" or "**we**"]. We process personal data exclusively in accordance with the legal requirements, in particular the EU General Data Protection Regulation ("**GDPR**") and the German Federal Data Protection Act ("**BDSG**"). This data protection notice for employees describes how we collect personal data from our employees, including the Managing Director(s) ("**You**") in the course of their work at Spire, and what rights you have in this context.

**The most important terms in advance:**

**"Personal data"** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person ( Art. 4 No. 1 GDPR) (hereinafter "**Data**").

**"Processing"** includes any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, filing, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (Art. 4 No. 2 GDPR).

You can find the full text of the GDPR and the BDSG in the Internet.

**1. Who is responsible for the processing of my data and how can I contact Spire Global Germany?**

For the processing of your personal data, Spire Global Germany is responsible under data protection law as the controller within the meaning of the GDPR.

You can contact Spire Global Germany at any time using the contact details below:

Name and legal form of employer: Spire Global Germany GmbH

Address: c/o Kunz Rechtsanwälte Partnerschaftsgesellschaft mbB, Antoniterstraße 14 – 16, 50667 Cologne, Germany

Telephone:

Fax:

Email:

Telephone

Email:

**2. Which of my data will be processed?**

We collect personal data that you provide to us in connection with the establishment, performance and termination of your employment at Spire Global Germany, esp:

- Personal master data** (e.g. first name, last name, maiden name, name affixes, age, date of birth, marital status, ID card data, passport data, nationality);
- Contact details** (e.g. postal address, telephone number, e-mail address, emergency contact information);
- Information on qualifications and professional background** (e.g. data from the application procedure, in particular cover letter, curriculum vitae, certificates, information on previous employment, professional qualifications, specialist knowledge and language skills);
- Data in the context of the use of our IT systems and applications** (e.g. user names, passwords, log files);
- Data for payroll accounting** (e.g. salary, salary composition, bank details, tax identification number);
- Data in official communications and work products** (e.g. e-mails, letters, memos);
- Health data** ;
- other data from the employment relationship** (e.g. personnel number, social security number, pension insurance number, work permit, employment contract including start and end of employment, details of activity, location, position, supervisor, working conditions, promotions, performance appraisals, disciplinary measures, vacation, absence due to incapacity for work or for other reasons, overtime, entitlements under company pension schemes); this also includes special categories of personal data (e.g. health data in connection with company integration management);
- Other data of a similar nature.

In addition, we collect data from you from the following sources:

- Occasion-related queries of **tax-relevant information from the tax authorities** in connection with payroll accounting (e.g. tax class, church tax deduction characteristics and, if applicable, allowances);

### 3. For what purposes and on what legal basis is my data processed?

We process your data for the purpose of your Employment relationship in particular for the purposes of

- Keeping your personnel file;
- Payroll;
- company pension plan;
- operational integration;
- Employee Benefits Administration;
- Analysis and evaluation of your work performance and results and preparation of references;
- Recording of working hours;
- Controlling;



- Conducting employee training and education;
- Conducting operational communication, esp. with colleagues, superiors, customers and business partners;
- Provision and/or operation of and access to company work equipment and applications (e.g. office supplies, notebooks, workstation computers, cell phones, system access, etc.);
- Planning and organization of business trips and events;
- workplace health promotion;
- Conduct disciplinary proceedings;
- Termination of employment.

As a legal basis for processing for these purposes, we rely on the necessity of processing for the implementation or termination of your employment relationship (§ 26 para. 1 sentence 1 BDSG).

In addition, we process your data for purposes of safeguarding the **legitimate interests** of Spire Global Germany GmbH or third party to

- the protection of property, including intellectual property, and other rights of Spire Global Germany or third parties, especially customers, business partners and other employees (e.g., through the operation of access control and/or video surveillance systems in our buildings or offices, data loss prevention tools);
- ensuring IT security (e.g. through virus filters, spam filters, backups/data backup);
- data analysis on operational data carriers and IT systems to clarify IT security incidents (IT forensics);
- the maintenance and repair of operational IT systems;
- conducting internal and external investigations to identify, resolve and prosecute violations of internal policies and/or legal requirements;
- the operation of whistle-blowing systems (e.g. whistle-blowing hotline);
- ensuring and documenting compliance with legal requirements and internal policies;
- the planning of business processes and resources;
- the response to and implementation of official requests;
- the assertion, exercise and/or defense of legal claims..

As a legal basis for processing for these purposes, we rely on the necessity of processing to protect the above legitimate interests (Art. 6 para. 1 sentence 1 lit. f GDPR).

Furthermore, we process your data for the purpose of complying with our **legal obligations**, in particular for compliance with

- Retention obligations (e.g. according to § 257 HGB, § 147 AO);
- Reporting obligations (e.g. acc. § 28a para. 3 SGB IV, §§ 5 ff. DEÜV).

As a legal basis for processing for these purposes, we rely on the necessity of the processing to comply with our respective legal obligations (Art. 6 para. 1 sentence 1 lit. c GDPR).

We process your data for the following purposes on the basis of any consent you may have given us **Consent:**

- Taking and publishing photos of you at company events for the purpose of publicly presenting our company on the intranet and/or Internet.

As a legal basis for processing for these purposes, we rely on your consent (Art. 6 para. 1 sentence 1 lit. a) GDPR, § 26 para. 2 BDSG). You may revoke any consent you have given at any time without affecting the lawfulness of the processing carried out on the basis of the consent until revocation.

Insofar as, for the above-mentioned purposes, we **special categories of personal data** (within the meaning of Art. 9 (1) GDPR), in particular health data, we also rely on your consent (Art. 9 para. 2 lit. a GDPR) or the necessity of the processing

- for the exercise of rights or fulfillment of obligations arising from labor law, social security law and social protection, e.g. the recording of severe disability due to additional leave (Art. 9 para. 2 lit. b GDPR in conjunction with § 26 para. 3 BDSG);
- for the assessment of the ability to work (Art. 9 para. 2 lit. h GDPR in conjunction with § 22 para. 1 no. 1 lit. b BDSG);
- for reasons of public interest in the area of public health, such as protection against serious cross-border health threats (Article 9 para. 2 lit. i GDPR, § 22 para. 1 No. 1 (c) BDSG).

#### **4. Am I obliged to provide my data?**

Within the framework of your employment relationship, it is necessary that you provide us with the data that we need to carry out or terminate the employment relationship, or to which we are legally obligated to collect or process, e.g. in tax and social security law, labor law or for the protection of our employees (e.g. reporting obligation pursuant to § 28a para. 3 SGB IV, §§ 5 ff. DEÜV).

#### **5. Are automated decision-making procedures performed?**

We do not use any procedures for automated decision-making.

#### **6. How long will my data be stored?**

We store your data only as long as it is necessary for the respective purposes of processing. As a matter of principle, we store your data processed for the purposes of implementing or terminating the employment relationship for as long as is necessary to complete the employment relationship. If storage of the data is no longer necessary for the fulfillment of contractual or legal obligations arising from employment law, social security law and social protection law, your data will be deleted, unless deletion is contrary to legal retention obligations or longer storage is necessary in the specific case for the fulfillment of other legal obligations or to protect our legitimate interests (e.g. assertion, exercise or defense of legal claims)..

#### **7. Who will my data be shared with? Is my data also processed outside the EU/EEA?**

Within our company, only those persons and offices receive your data that require it for the purposes outlined above, and only to the extent necessary for this purpose.

We only pass on your data to external recipients if this is necessary to achieve the above-mentioned purposes..

On the other hand, we also pass on your data to the extent described to external service providers (e.g. IT service providers, personnel service providers, legal advisors, tax advisors, auditors), business

partners (e.g. travel agencies, hotels, airlines, and public authorities (e.g., tax authorities, social insurance agencies, pension insurance agencies, professional pension institutions) further.

A transfer to third parties that are not based in the European Union or the European Economic Area does not take place.

#### **8. What rights do I have and how can I exercise them?**

In accordance with the statutory provisions, you have the right:

- To request information about the personal data processed by you and a copy of this data (right to information pursuant to Art. 15 GDPR);
- to demand the correction of inaccurate data and, taking into account the purposes of the processing, the completion of incomplete data (right to rectification pursuant to Art. 16 GDPR);
- to demand the deletion of your data if there are legitimate reasons (right to deletion according to Art. 17 GDPR);
- to request the restriction of the processing of your data, provided that the legal requirements are met (right to restriction of processing pursuant to Art. 18 GDPR);
- if the legal requirements are met, to receive the data you have provided in a structured, common and machine-readable format and to transfer this data to another person responsible or, if this is technically feasible, to have it transferred by us (right to data portability pursuant to Art. 20 GDPR); as well as
- not to be subject to a decision based solely on automated processing, unless the legal requirements for this are met (Art. 22 GDPR).

**You also have the right to object to processing of your data that is necessary to protect the legitimate interests of Spire Global Germany or third parties, for reasons arising from your particular situation, in accordance with the statutory provisions (right of objection pursuant to Article 21 para. 1 GDPR). If personal data is processed by us for the purpose of direct marketing, you have the right to object to this processing at any time without the need for special reasons (right of objection pursuant to Art. 21 para. 2 GDPR).**

Insofar as the processing of your data is based on consent, you have the right to revoke your consent at any time without this affecting the lawfulness of the processing of your data carried out on the basis of the consent until revocation.

To exercise your rights, and to revoke any consent you may have given, please contact Spire Global Germany using the contact details listed in section 1. In addition, you have the right to file a complaint with a supervisory authority at any time, without prejudice to other legal remedies. The competent supervisory authority is in particular the Bavarian State Officer for Data Protection Matters, Wagnmüllerstr. 18, 80538 Munich.

Please let us know if any of the information we hold about you changes so that we can correct and update the information on our systems.

#### **9. How can I obtain a copy of this privacy notice?**

You can request a copy of this data protection notice at any time by contacting us using the contact details provided in section 1 above. We will adapt and update this data protection notice from time to time.

## ANNEXE 2

### Declaration of commitment according to § 53 BDSG

Peter Platzer, currently residing at 52, rue de Bragance, L-1255 Luxembourg

Personnel number

Department, location: Managing Director, Munich

was committed today to the duties of confidentiality in connection with the respective employment contract activity as well as the processing of personal data in dealing with information technology.

#### **Secrecy**

You are obligated to maintain secrecy with regard to all information that becomes known to you in the course of or on account of your work and that is not in the public domain. In this respect, reference is made to the duty of confidentiality pursuant to Sec. 9 of the Service Agreement. Violations of the internal confidentiality regulations may be punished under civil law (in particular claims for injunctive relief and/or damages) and under criminal law.

#### **Privacy**

The relevant legal regulations also require that personal data be processed in such a way that the rights of the persons affected by the processing to confidentiality and integrity of their data are guaranteed.

Since you may come into contact with personal data in the course of your work, we hereby obligate you to observe data protection, in particular to maintain confidentiality.

Your obligation is comprehensive. You may not process personal data yourself without authorization and you may not disclose or make this data available to other persons without authorization.

You are therefore only permitted to process personal data to the extent and in the manner necessary to perform the tasks assigned to you. Under these regulations, you are prohibited from processing personal data in an unauthorized or unlawful manner or from intentionally or unintentionally violating the security of the processing in a manner that results in the destruction, loss, alteration, unauthorized disclosure or unauthorized access.

Your activity may affect social secrecy. If data is processed that is subject to social secrecy, you must keep it secret to the same extent as the original transmitting agency.

Under the GDPR, violations of data protection provisions and other criminal provisions may be punishable by imprisonment or a fine. Data protection violations can at the same time mean a violation of obligations under employment or service law and have corresponding consequences.

Data protection violations are also threatened with potentially very high fines for the company, which may lead to claims for compensation against you.

Your obligation continues without time limit and even after your employment ends.

The requirements for handling information technology with regard to information security must be complied with. The specifications can be found in the attached appendix.

**Confirmation**

I was expressly informed of the contractual confidentiality obligations. I have been informed about the obligation to maintain data secrecy and the resulting conduct. I have taken note of these obligations and the requirements for handling business secrets and information technology and am aware that a breach of these may have legal consequences.

Place, date

/s/ Peter Platzer 30-Sep-2023 | 1:09 PM EDT

Dipl.-Ing. Peter Platzer



**Employment contract**

between

Spire Global Germany GmbH, represented by Dipl.-Ing. Peter Platzer

- hereinafter the "**Employer**" or "**Company**" -

and Mrs. Theresa Condor Platzer, residing at 52, rue de Bragance, L-1255 Luxembourg

- hereinafter the "**Employee**" -The Employer and the Employee collectively the "**Parties**", and each individually a "**Party**"**Preamble**

(1)The Employer is affiliated with Spire Global Inc. and as such part of the Spire global group of companies (hereinafter the "**Spire Global Group**").

(2)Until September 30, 2023, the Employee will be employed by the Employer's sister company, Spire Global Luxembourg S.a.r.l. ("**Spire LUX**") as Executive Vice President – Business Development. This employment agreement shall be terminated as of the expiry of the afore-mentioned date by mutual agreement of termination between the relevant parties.

(3)Under currently applicable German law the tax burden on the remuneration of the Employee is higher than in Luxembourg. The Parties have calculated that the relevant average tax rate under German law is 5.7% higher than in Luxembourg (the "**Additional Tax Burden**"). Compared to the net compensation while working in Luxembourg, the Additional Tax Burden has a negative impact on the Employee's monthly net compensation.

(4)The Parties wish to reflect the Additional Tax Burden in this Employment Agreement by granting the Employee an additional incremental grant of equity intended to reduce the Additional Tax Burden in the form of a partial net remuneration. This compensation shall be temporary while the status of the overall effects of the Employee having moved to Germany will be monitored in connection with the annual review of executive compensations by the Compensation Committee of the Board of Directors of Spire Global (the "**Compensation Committee**").

Now, therefore, in consideration of the mutual premises and covenants contained herein the Parties hereto agree as follows:

**Sec. 1 Scope of duties**

(1)The Employee is employed to act as "Chief Operating Officer". In this position, she will report to Peter Platzer (Managing Director) or any other designated person. Her duties will notably include, but will not be limited to the performance of the following tasks:

- Manage all aspects of the sales business of the Company;
- Manage all employees in the sales and marketing functions of the Company;
- Develop new partnerships and business opportunities for the Company;
- Manage the Employer's customer relationships;

- Attend conferences, client meetings and other events both within and outside of Germany; and
- Set bonus criteria, quotas and other performance metrics for the sales employees of the Company.

(2)The Employee's normal duties are those reasonably consistent with the above-mentioned functions. The Employer may from time to time also require the Employee to perform other duties in addition to or instead of her duties according to its assessment or its operational need, provided that such duties are commensurate with her experience and/or education.

(3)The Employer may at any time vary the capacity in which the Employee is employed, her job title and/or the nature and scope of her duties provided that such variation does not result in any material or significant loss of status or authority.

(4)During the term of this employment contract, the Employee shall not undertake any work for companies not affiliated with the Company while she is employed by the Company, nor shall she be employed, engaged, concerned or interested (whether directly or indirectly) in any trade, business, undertaking or occupation other than that of the Company or other entities forming part of the Spire Global Group. In addition, the Employee shall notify the Company of any voluntary or unpaid work that may affect the Employee's performance of her functions in accordance with this employment agreement.

(5)The Employee warrants that she is entitled to work in the territory of Germany undertaking the type of work for which she is employed by the Company without any additional approvals, has provided the Company with written evidence of such entitlement and will notify the Company immediately if she ceases to be so entitled during the term of this employment agreement.

(6)Considering her status as a managerial employee (*leitende Angestellte*) at the Company the Employee is herewith granted the status as a fully authorized officer with individual power of representation (*Einzelprokura*). That status exists independently of this employment agreement and may be revoked by the Employer at any time without stating any reasons.

## **Sec. 2 Working Time; Working Place**

(1)In general, the working hours for the Employee are 40 hours per week, 8 hours per day, from 9:00 am to 6:00 pm (including lunch break). Given her managerial position the Employee is prepared to work overtime without additional compensation on weekdays, weekends and public holidays, as is required by her responsibilities. The Parties agree that as the work requirements permit, the Employee may make use of flexible working hours.

(2)The Employee's usual working place will be the future office of the Employer in Munich. The Employee is, however, prepared to spend her working time in other places and to travel for work purposes both inside Germany as well as abroad, as required by the scope of her work.

## **Sec. 3 Duration; Termination**

(1)This employment agreement will become effective as of October 1, 2023, and is concluded for an indefinite period.

(2)Any termination of this employment contract must be made in writing. The notice period is the statutory one according to Sec. 622 subsec. (2) German Civil Code. According to this provision the length of the notice period depends on the duration of the employment relationship with the



employer. For purposes of calculating the Employee's period of employment the time of employment of the Employee with Spire LUX will be taken into account. Therefore, currently the notice period is two months to the end of a calendar month.

(3) Termination for good cause (*wichtiger Grund*) remains unaffected by provision.

(4) The Employee's employment will terminate automatically and without the need for further notice when she reaches the legal retirement age.

(5) Upon termination of this employment agreement for whatever reason, or at any time on demand, the Employee shall deliver forthwith to the Company all books, documents, papers (including photocopies) in each case in whatever format, i.e. electronic or physical form, they may exist, materials, credit cards, computer disks and copies of any software and any other property belonging to the Company or any company of the Spire Global Group which may then be in the Employee's possession or under her power or control including, without limitation, any documents (whether held physically or in electronic storage) belonging to third persons which may be in her possession or under her power or control and relate in any way to the business or affairs of the Company or any company of the Spire Global Group or any supplier, agent, distributor, customer or client of the Company or any company of the Spire Global Group, and the Employee shall not without written consent of the Company retain any copies thereof.

(6) In the event of termination, the Employer shall be entitled to release the Employee from the obligation to perform her work under this employment contract, either on a revocable or irrevocable basis, in whole or in part, with immediate effect, taking into account any outstanding vacation entitlements, while continuing to pay her remuneration until the effective date of the termination, unless special interests of the Employee outweigh the interest of the Company in releasing her.

#### **Sec. 4 Remuneration**

(1) The Employee's gross annual salary in respect of her work performed under this Agreement shall be EUR 392,156.86, subject to all legal and statutory deductions.

(2) The Employee's annual salary shall be payable monthly in 12 (twelve) equal instalments at the end of each calendar month, after deduction of all duties, taxes and social security contributions as required by law.

(3) As an Executive Officer of Spire Global, Inc. (the "*Company*"), the Employee is eligible to participate in the Executive Officer Short-Term Incentive Plan (the "*Plan*") under which annual cash bonus awards (the "*Awards*") may be provided to eligible Executive Officers. Under this Plan, the Employee's Target Incentive Award is set at 90% of the gross annual base salary. As set forth in this Plan, the grant of Awards is within the discretion of the Compensation Committee (the "*Committee*") of the Company's Board of Directors (the "*Board*"), and the payment of these Awards is subject to several contingencies, including the attainment of company performance goals approved by the Committee. As such, any Award payments under this Plan will be based 100% on Company performance and may be more or less than the Target Incentive Award as previously described. Any payments under this plan may be pro-rated based on changes in gross annual base salary and / or the Target Incentive Award percentage.

Bonus payments, if any, will be made subject to the deduction of social and tax contributions as required by applicable law.

(4) In addition to the Employee's cash compensation which includes an Annual Base Salary and Target Incentive Award, the Employee will also be eligible to receive Equity Award Grants (the "*Equity Award Grants*") issued pursuant to the terms of Spire Global's 2021 Equity Incentive Plan (the "*Plan*") and the applicable grant agreement. The actual size of the Equity Award Grants and terms of any such grants will be determined by the Board of Directors or duly designated Compensation Committee, in its sole discretion.

The agreed remuneration shall cover the employee's entire work performance.

#### **Sec. 4a Partial Net Remuneration**

(1) The Parties agree that subject to the review and approval of the Compensation Committee (i) the Employee's regular fixed income (Base Salary) according to Sec. 4 (1) above (i.e. not including any bonus related to that period pursuant to Sec. 4 (3) above) for the period starting on the effective date of this Agreement (i.e. October 1, 2023) until February 28, 2024, and (ii) the outstanding equity awards that will vest on November 20, 2023, and February 20, 2024, respectively, (which will become immediately taxable on those dates) shall be subject to tax adjustment in the following way: 5.7% of the income tax withheld on the aforementioned remuneration shall be calculated as a net pay so as to compensate the Employee for the Additional Tax Burden with respect to the aforementioned period. This additional (net) remuneration shall be granted in the form of equity awards according to the Plan. These equity awards shall be granted as of October 2, 2023, with the share price of Spire Global applying to this equity awards being equivalent to the closing price quoted on the New York Stock Exchange on Monday, October 2, 2023. Such equity awards shall fully vest on February 20, 2024, with the tax burden on these additional equity awards falling due on the aforementioned vesting date and to be borne by the Employee.

(2) All tax equalization considerations for periods beyond February 28, 2024, will be made as part of Spire Global's annual executive compensation review, which occurs in February of 2024.

(3) When the personal tax assessment of the Employee for each tax assessment period which is subject to net pay calculation has become final, the Employee will inform the Company promptly of the definitive income tax levied for her services as Employee. The Parties will then agree on adjusting the net remuneration granted in equity awards according to the previous subsecs. (1) and (2) based on the definitive amount of taxes imposed on the Employee for her remuneration as an Employee. The respective definitive equalization payments are due by the Party owing such payment within 30 days after the amount has been calculated. Neither Party will owe interest to the other for any over- or underpayment of this additional remuneration paid during the relevant year.

(4) The additional remuneration for tax equalization of the Employee set forth herein is not owed with respect to withholdings Other than taxes, such as e.g. not for deductions for social security contributions.

(5) The Employee acknowledges that the additional remuneration for the tax equalization resulting from the Additional Tax Burden is a voluntary and discretionary remuneration granted by the

Company in consideration of the financial burden of the Employee because of becoming subject to taxation in Germany. Therefore, as stated in subsec. (2) above, there is no commitment of the Company to continue granting this additional remuneration for any period beyond February 28, 2024

### **Sec. 5 Reimbursement of Expenses**

(1) Within the limits of their deductibility by the Company under applicable tax laws, the Company shall fully reimburse (or procure the reimbursement of) all reasonable expenses properly and necessarily incurred by the Employee in the proper performance of her duties during the course of her employment with the Company. The Employee shall incur expenses in accordance with the Company's policies on expenses as communicated to the Employee from time to time, subject to the production of receipts or other appropriate evidence of payment.

(2) Any procurement card supplied to the Employee by the Company shall be used only for expenses properly and necessarily incurred by the Employee in the proper performance of her duties during the course of her employment.

### **Sec. 6 Continuation of Salary Payments in the Event of Illness**

In the event of incapacity to work (see Sec. 13 below), the Employee shall be entitled to receive her full fixed remuneration for the statutory period of six weeks.

### **Sec. 7 Vacation**

(1) The Employee shall receive a vacation in accordance with the Company's paid time off policy. If not used in the previous year there will be no vacation carry over to the next year. The statutory vacation period is always considered to be taken first.

(2) For the year of commencement and termination of this employment agreement (in the latter instance in case the termination date is not December 31) the Employee's vacation period shall be calculated pro rata temporis.

### **Sec. 8 Confidential Information**

(1) The Employee shall not (except as authorized or required by her employment hereunder) during the continuance of her employment and after the termination use (other than in the proper performance of her duties and for the purposes of the Company or any Group Company) or disclose to any person, firm, company or other organization whatsoever any information relating to the organization, business or finances of the Company or any company of the Global Spire Group or any of its customers, agents or suppliers or any of its trade secrets or confidential details of any dealings, transactions or affairs of which the Employee is in possession and shall keep with inviolable secrecy all matters entrusted to her, and the Employee shall use her best endeavors to prevent the disclosure or use of any such information in any manner which may injure or cause loss whether directly or indirectly to the Company or any company of the Global Spire Group or any of its or their officers, directors, employees, customers, agents or suppliers.

(2) Any notes, memoranda or copies made by the Employee during the term of this employment agreement or at any time thereafter relating to any matter within the scope of the business of the Company or any company of the Spire Group or concerning any of its dealings, transactions

or affairs shall be and remain the property of the Company or any company of the Global Spire Group, and the Employee will not either during the term of this Employment Agreement or at any time thereafter use or permit to be used any such notes, memoranda or copies otherwise than for the benefit of the Company or any company of the Global Spire Group.

- (3) The Employee will not make any public statement or any statement to a person employed or associated with the media concerning the Company, any company of the Global Spire Group or any of its or their officers, directors or employees, customers, agents or suppliers or their activities without first obtaining the written permission of the Company.

### **Sec. 9 E-Mail and Internet Usage**

- (1) The Employee acknowledges that access to the Company's computer, email, internet, telephone and other information technology systems (collectively "IT Systems") is provided for business purposes only.
- (2) The Company does not allow its IT Systems to be used to create, send, receive, or store any data that can reasonably be considered illegal, inappropriate, offensive, defamatory, obscene, harassing, or which infringes the rights of a third party.
- (3) The Company reserves the right to access, inspect, review, copy, and delete any of the information, data, or messages accessed through its IT Systems with or without notice to the Employee in order to protect the Company's interests. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all voicemails, and all file transfers into and out of the Company's IT Systems. In addition, the Company may review IT Systems activity and analyze usage patterns. Accordingly, the Employee does not have any expectation of privacy as to her IT Systems usage and should not use these systems for information the Employee wishes to keep private.
- (4) Use of IT Systems in a manner that breaches the provisions of this Clause 9 or other policies related to IT Systems published by the Company from time to time may constitute a serious breach of discipline and may result in disciplinary action against the Employee including dismissal without notice or payment in lieu of notice.

### **Sec. 10 Non-Competition**

- (1) The Employee undertakes not to enter in her own name and on her own behalf in any business that is in direct or indirect competition with the Company's or any company of the Spire Global Group's businesses.
- (2) The Employee undertakes not to, either directly or through any other person or entity, solicit or induce or endeavor to solicit or induce any person who, on the date of termination of this Agreement, is employed by the Company or any company of the Spire Global Group to cease working for or providing services to the Company or any company of the Spire Global Group.
- (3) The Employee undertakes not to, either directly or through any other person or entity, solicit or induce or endeavor to solicit or induce any consultant, supplier, or service provider to cease to deal with the Company or any company of the Spire Global Group and shall not interfere in any way with any relationship between a consultant, a supplier, or a service provider and the Company or any company of the Spire Global Group.

(4) The Employee undertakes not to, either directly or through any other person or entity, solicit or induce or endeavor to solicit or induce any customer, client or other party receiving goods or services from the Company or any company of the Spire Global Group on the date of termination of this Agreement to cease to deal with the Company or any company of the Spire Global Group and shall not interfere in any way with any relationship between any such customer, client or other party and the Company or any company of the Spire Global Group.

(5) The undertakings set out in subsections (2) to (4) of this Sec. 12 are applicable during the term of this Agreement.

(6) The Employee agrees that she will never make any negative or disparaging statements (orally or in writing) about the Company, any company of the Spire Global Group or its or their respective stockholders, directors, officers, employees, products, services, or business practices.

### **Sec. 11 Intellectual Property**

(1) The Employee acknowledges and agrees that, to the fullest extent authorized by law, all intellectual property rights which are directly or indirectly related to the Company's activities and which concern work results created by the Employee in the course of her employment by the Company, upon instruction of the Company or simply by using techniques, means, resources and/or data belonging to the Company, shall be exclusively assigned to the Company, without the Employee having the right to claim any additional remuneration other than that provided for in this employment agreement.

(2) Such intellectual property rights shall in particular include, but are not limited to, all present and future author's rights, moral rights, rights on data bases, design rights or patent rights for the full term thereof, throughout the world.

(3) The assignment of rights to the Company will in particular, but not only include the right to sell, license, reproduce, communicate, translate, adapt, modify and in a general way put on the market either for free or against remuneration.

(4) The Employee irrevocably appoints the Company to be her attorney in fact and on her behalf to execute documents, use her name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause 11. A certificate in writing, signed by any officer of the Company, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

### **Sec. 12 Assignment and Pledge**

The Employee is not entitled to assign, pledge or otherwise encumber any claims arising from this employment agreement without the prior consent of the Employer.

### **Sec. 13 Notice in Case of Sick Leave**

(1) The Employee shall be obliged to notify the Employer without undue delay of any inability to perform her work and the reasons for such inability.

(2) For an inability to work for more than three working days, the Employee shall provide evidence of the nature of the inability. In the event of incapacity for work, a medical certificate shall be

submitted. The Employer reserves the right to demand proof of the prevention already from the first day of absence.

#### **Sec. 14 Expiry Clause,**

- (1) All mutual claims arising from the employment relationship and those connected with the employment relationship shall be forfeited if they are not asserted against the other contractual party in text form (Section 126 b BGB) within three months of the due date. In the event of rejection by the other party, the claims must be asserted by legal action within a further period of three months after rejection, otherwise they shall lapse.
- (2) The exclusion according to item 1 above shall not apply in the case of liability due to intent or gross negligence as well as in the case of injury to life, body or health .
- (3) Furthermore, the exclusion pursuant to Clause 1 above shall not apply to the employee's claims to the statutory minimum wage and in the case of other claims arising from the law, statutory ordinances, collective bargaining agreements or works agreements which cannot be waived or which can only be waived with the consent of third parties. Any claims to remuneration in excess of this shall, however, be subject to exclusion in accordance with the above subsec. (1).

#### **Sec. 15 Use of Company Telecommunications and Data Processing Equipment**

- (1) The Company's Internet connection and the e-mail system may only be used for business purposes. Private use by the employee is not permitted. The Internet may only be used with the valid personal access authorization. The user ID and password may not be passed on to third parties.
- (2) No foreign programs/files may be copied to the hard disk, installed and/or used on the computer via floppy disk, CD-ROM, similar data carriers or the Internet. Attention must be paid to virus control. Virus protection programs are to be used. Any malfunctions that may be related to a virus infection must be reported immediately to the network administration/system administrator. The retrieval, offering or distribution of illegal content, in particular of a racist or pornographic nature, is prohibited.
- (3) The Employee is hereby informed that her personal data will be collected, stored and processed, including automatically, on the basis of and in accordance with the legal requirements, in particular the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Once the Company is fully operational, she will be provided with detailed data protection information and will express her consent to the relevant procedures of the Company. She will then also sign the declaration on committing to observe data secrecy pursuant to Section 53 BDSG.
- (4) In the event of her absence from work (vacation, illness, etc.), the Employee shall be responsible for setting up an automated reply to the sender of incoming e-mails, informing the sender of the Employee's absence and including a reference to the responsible representative and her contact details.
- (5) Violations of the above rules may result in consequences under labor law.

#### **Sec. 15 Miscellaneous**

- (1) There are no ancillary oral or written agreements apart from this this employment contract addressing the Employee's work for the Employer.
- (2) Additions and amendments to this employment contract, including the waiver of this written form requirement, must be made in writing. A company practice is not such an express or individual contractual agreement. Repeated benefits or privileges without an express or individual contractual agreement shall also not constitute a claim for the future.
- (3) The Employee is hereby informed that her personal data will be collected, stored and processed, including automatically, on the basis of and in accordance with the legal requirements, in particular the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Once the Company is fully operational, she will be provided with detailed data protection information and will express her consent to the relevant procedures of the Company. She will then also sign the declaration of committing to observe data secrecy pursuant to Section 53 BDSG.
- (4) Amendments, supplements and the cancellation of this employment contract must be made in writing to be effective. This shall also apply to the amendment of this written form clause itself. Excluded are thereby, in particular, amendments to this service agreement resulting from a company practice.
- (5) Should individual provisions of this service contract be or become invalid or impracticable, the validity of the remaining provisions shall remain unaffected. In the event of an invalid provision of this Service Agreement, the Parties will agree on a replacement provision which is legally valid and corresponds as much as possible to the economic purpose pursued by the invalid provision. The same principles apply in case this service contract proves to be incomplete.
- (6) The laws of the Federal Republic of Germany shall apply to this service contract.

29th September 2023

**Name: Peter Platzer**

Chief Executive Officer, The Company

/s/ Peter Platzer

30-Sep-2023 | 3:25 AM EDT

**Name: Theresa Condor Platzer**

The Employee

/s/ Theresa Condor

30-Sep-2023 | 1:25 PM PDT

