UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☐ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 001-39113

BLACKSKY TECHNOLOGY INC.

(Exact name of registrant as specified in its charter)

Delaware	**47-1949578**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
13241 Woodland Park Road **Suite 300** **Herndon, Virginia**	**20171**
(Address of Principal Executive Offices)	**(Zip Code)**

(571) 267-1571
Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value $0.0001 per share	**BKSY**	**The New York Stock Exchange**
Warrants, each whole warrant exercisable for one share of Class A common stock at an exercise price of $11.50	**BKSY.W**	**The New York Stock Exchange**

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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.☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).Yes ☐ No ☒

As of August 09, 2022, there were 120,948,826 shares of the registrant's class A common stock, at $0.0001 par value, outstanding.

TABLE OF CONTENTS

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains, and our officers and representatives may from time to time make, forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which statements involve substantial risks and uncertainties. All statements contained in this Quarterly Report on Form 10-Q other than statements of historical fact, including statements regarding our future results of operations and financial position, our business strategy and plans, and our objectives for future operations, are forward-looking statements. The words "believe," "may," "will," "potentially," "estimate," "continue," "anticipate," "plan," "intend," "could," "would," "expect" and similar expressions that convey uncertainty of future events or outcomes are intended to identify forward-looking statements. Forward-looking statements included in this Quarterly Report on Form 10-Q include, but are not limited to, statements regarding:

- our ability to retain or recruit key employees;
- our ability to grow distribution channels and partner ecosystems;
- our anticipated capital expenditures, liquidity, and our estimates regarding our capital requirements;
- our ability to integrate proprietary and third-party sensor data;
- our ability to add new satellites to commercial operations;
- our ability to invest in our software, research and development capabilities;
- our ability to grow a third-party developer community;
- our ability to expand our services and offerings to customers both domestically and internationally;
- our ability to continue delivering data in a cost-effective manner;
- our ability to maintain and protect our brand;
- our ability to expand within our current customer base;
- our ability to compete with legacy satellite imaging providers and other emergent geospatial intelligence providers;
- our ability to maintain intellectual property protection for our products or avoid or defend claims of infringement;
- our ability to comply with laws and regulations applicable to our business;
- our expectations about market trends and needs;
- our estimates of market growth, future revenue, expenses, cash flows, capital requirements and additional financing;
- the volatility of the trading price of our common stock;
- the performance of our Spectra AI platform;
- our plans for our next generation satellites ("Gen-3");
- the impact of local, regional, national and international economic conditions and events;
- the effect of COVID-19 on the foregoing; and
- other factors including but not limited to those detailed under the section entitled "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2021 and filed by us with the Securities and Exchange Commission (the "SEC") on March 31, 2022.

We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives and financial needs. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in Part I, Item 1A. "Risk

Factors" in our Annual Report on Form 10-K for the year ended December 31, 2021. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for us to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the forward-looking events and trends discussed in this Quarterly Report on Form 10-Q may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that the future results, performance, or events and circumstances reflected in the forward-looking statements will be achieved or occur. We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements, whether written or oral, except as required by law.

PART I. FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

BLACKSKY TECHNOLOGY INC.

CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited)
(in thousands, except par value)

	June 30, 2022	December 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 64,827	$ 165,586
Restricted cash	2,518	2,518
Short-term investments	43,833	—
Accounts receivable, net of allowance of $0 and $39, respectively	3,417	2,629
Prepaid expenses and other current assets	4,275	6,264
Contract assets	5,502	1,678
Total current assets	124,372	178,675
Property and equipment - net	83,899	70,551
Goodwill	9,393	9,393
Investment in equity method investees	5,159	4,002
Intangible assets - net	2,199	2,480
Satellite procurement work in process	35,761	40,102
Other assets	346	560
Total assets	$ 261,129	$ 305,763
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 13,877	$ 10,837
Amounts payable to equity method investees	1,537	5,613
Contract liabilities - current	4,931	11,266
Other current liabilities	2,835	2,819
Total current liabilities	23,180	30,535
Liability for estimated contract losses	3,384	6,054
Long-term contract liabilities	—	568
Derivative liabilities	13,431	16,925
Long-term debt - net of current portion	72,425	71,408
Other liabilities	5,162	653
Total liabilities	117,582	126,143
Commitments and contingencies (Note 17)		
Stockholders' equity:		
Class A common stock, $0.0001 par value-authorized, 300,000 shares; issued, 120,926 and 117,160 shares; outstanding, 118,453 shares and 114,452 shares as of June 30, 2022 and December 31, 2021, respectively.	12	11
Additional paid-in capital	660,710	650,518
Accumulated deficit	(517,175)	(470,909)
Total stockholders' equity	143,547	179,620
Total liabilities and stockholders' equity	$ 261,129	$ 305,763

See notes to unaudited condensed consolidated financial statements

BLACKSKY TECHNOLOGY INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(unaudited)
(in thousands, except per share amounts)

	Three Months Ended June 30, 2022	Three Months Ended June 30, 2021	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021
Revenue				
Imagery & software analytical services	$ 13,350	$ 5,118	$ 23,122	$ 11,116
Engineering & systems integration	1,752	2,247	5,876	3,543
Total revenue	15,102	7,365	28,998	14,659
Costs and expenses				
Imagery & software analytical service costs, excluding depreciation and amortization	5,350	4,171	11,257	8,550
Engineering & systems integration costs, excluding depreciation and amortization	4,436	2,237	9,484	3,367
Selling, general and administrative	17,739	8,827	40,275	17,305
Research and development	106	—	252	28
Depreciation and amortization	9,177	3,537	16,568	6,301
Satellite impairment loss	—	18,407	—	18,407
Operating loss	(21,706)	(29,814)	(48,838)	(39,299)
(Loss) gain on derivatives	(4,646)	(967)	3,494	(14,975)
Income on equity method investment	1,213	767	1,470	963
Interest income	178	—	178	—
Interest expense	(1,275)	(1,270)	(2,530)	(2,438)
Other expense, net	(42)	(3,279)	(40)	(147,370)
Loss before income taxes	(26,278)	(34,563)	(46,266)	(203,119)
Income tax (expense) benefit	—	—	—	—
Loss from continuing operations	(26,278)	(34,563)	(46,266)	(203,119)
Discontinued operations:				
Loss from discontinued operations (including loss from disposal of Spaceflight Inc. of $0, $1,022, $0, and $1,022 for the three and six months ended June 30, 2022 and 2021, respectively)	—	(1,022)	—	(1,022)
Income tax (expense) benefit	—	—	—	—
Loss from discontinued operations, net of income taxes	—	(1,022)	—	(1,022)
Net loss	(26,278)	(35,585)	(46,266)	(204,141)
Other comprehensive loss	—	(1,930)	—	(541)
Total comprehensive loss	$ (26,278)	$ (37,515)	$ (46,266)	$ (204,682)
Basic and diluted loss per share of common stock:				
Loss from continuing operations	$ (0.22)	$ (0.61)	$ (0.40)	$ (3.87)
Loss from discontinued operations, net of income taxes	—	(0.02)	—	(0.02)
Net loss per share of common stock	$ (0.22)	$ (0.63)	$ (0.40)	$ (3.89)

See notes to unaudited condensed consolidated financial statements

BLACKSKY TECHNOLOGY INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIT)
(unaudited)
(in thousands)

	Common Stock		Additional Paid-In	Other Comprehensive	Accumulated	Total Stockholders'
	Shares	Amount	Capital	Income	Deficit	Equity
Balance as of January 1, 2022	114,452	$ 11	$ 650,518	$ —	$ (470,909)	$ 179,620
Stock-based compensation	—	—	10,862	—	—	10,862
Issuance of common stock upon exercise of stock options	404	—	17	—	—	17
Issuance of common stock upon vesting of restricted stock awards	129	—	—	—	—	—
Issuance of common stock upon vesting of restricted stock units	4,816	1	—	—	—	1
Withholding of restricted stock units to satisfy tax withholding obligations upon the vesting of restricted stock units	(1,874)	—	(3,616)	—	—	(3,616)
Net loss	—	—	—	—	(19,988)	(19,988)
Balance as of March 31, 2022	117,927	12	657,781	—	(490,897)	166,896
Stock-based compensation	—	—	3,365	—	—	3,365
Issuance of common stock upon exercise of stock options	180	—	8	—	—	8
Issuance of common stock upon vesting of restricted stock awards	27	—	—	—	—	—
Issuance of common stock upon vesting of restricted stock units	520	—	—	—	—	—
Withholding of stock units to satisfy tax withholding obligations upon the vesting of restricted stock units and exercise of stock options	(201)	—	(444)	—	—	(444)
Net loss	—	—	—	—	(26,278)	(26,278)
Balance as of June 30, 2022	118,453	$ 12	$ 660,710	$ —	$ (517,175)	$ 143,547

	Common Stock		Additional Paid-In	Other Comprehensive Income	Accumulated	Total Stockholders'
	Shares	Amount	Capital	(Loss)	Deficit	Deficit
Balance as of January 1, 2021, as adjusted	34,692	$ 3	$ 191,168	$ —	$ (223,984)	$ (32,813)
Stock-based compensation	—	—	508	—	—	508
Issuance of common stock due to Bridge Notes	20,029	2	103,722	—	—	103,724
Issuance of common stock upon exercise of stock options	468	—	1	—	—	1
Issuance of common stock upon vesting of restricted stock awards	171	—	—	—	—	—
Issuance of common stock upon exercise of warrants	1,095	—	120	—	—	120
Other comprehensive income	—	—	—	1,389	—	1,389
Net loss	—	—	—	—	(168,556)	(168,556)
Balance as of March 31, 2021	56,455	5	295,519	1,389	(392,540)	(95,627)
Stock-based compensation	—	—	264	—	—	264
Issuance of common stock due to Bridge Notes Rights Offering	314	—	2,629	—	—	2,629
Issuance of common stock upon exercise of stock options	210	—	6	—	—	6
Issuance of common stock upon vesting of restricted stock awards	130	—	—	—	—	—
Issuance of common stock upon vesting of restricted stock units	34	—	—	—	—	—
Other comprehensive loss	—	—	—	(1,930)	—	(1,930)
Net loss	—	—	—	—	(35,585)	(35,585)
Balance as of June 30, 2021	57,143	$ 5	$ 298,418	$ (541)	$ (428,125)	$ (130,243)

See notes to unaudited condensed consolidated financial statements

BLACKSKY TECHNOLOGY INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)
(in thousands)

	Six Months Ended June 30,	
	2022	**2021**
Cash flows from operating activities:		
Net loss	$ (46,266)	$ (204,141)
Loss from discontinued operations, net of income taxes	—	(1,022)
Loss from continuing operations	(46,266)	(203,119)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization expense	16,568	6,301
Bad debt expense	(1)	4
Stock-based compensation expense	13,226	772
Loss on issuance of 2021 convertible Bridge Notes	—	96,476
Loss on issuance of 2021 convertible Bridge Notes Rights Offering	—	3,193
Issuance costs for derivative liabilities and debt carried at fair value	—	47,718
Amortization of debt discount and issuance costs	1,018	823
Gain on equity method investment	(1,470)	(963)
Loss on disposal of property and equipment	—	24
(Gain) loss on derivatives	(3,494)	14,975
Satellite impairment loss	—	18,407
Other, net	16	—
Changes in operating assets and liabilities:		
Accounts receivable	(787)	(1,293)
Contract assets	(3,824)	1,151
Prepaid expenses and other current assets	1,914	(405)
Other assets	(30)	(150)
Accounts payable and accrued liabilities	389	(2,604)
Other current liabilities	16	(2,067)
Contract liabilities - current and long-term	(6,903)	(952)
Liability for estimated contract losses	(2,670)	(1,047)
Other liabilities	4,509	1,644
Net cash used in operating activities	(27,789)	(21,112)
Cash flows from investing activities:		
Purchase of property and equipment	(5,289)	(207)
Satellite procurement work in process	(20,208)	(11,205)
Purchase of short-term investments	(43,774)	—
Purchase of domain name	—	(7)
Proceeds from equity method investment	313	—
Net cash used in investing activities	(68,958)	(11,419)
Cash flows from financing activities:		
Proceeds from issuance of debt	—	58,573
Proceeds from options exercised	25	7
Proceeds from warrants exercised	—	120
Debt payments	—	(750)
Payments for deferred offering costs	—	(3,487)
Payments for debt issuance costs	—	(646)
Withholding tax payments on vesting of restricted stock units	(4,037)	—
Net cash (used in) provided by financing activities	(4,012)	53,817
Net (decrease) increase in cash, cash equivalents, and restricted cash	(100,759)	21,286
Cash, cash equivalents, and restricted cash – beginning of year	168,104	10,573
Cash, cash equivalents, and restricted cash – end of period	$ 67,345	$ 31,859

See notes to unaudited condensed consolidated financial statements

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the unaudited condensed consolidated balance sheets that sum to the total of the same such amounts shown in the unaudited condensed consolidated statements of cash flows:

	June 30, 2022	June 30, 2021
Cash and cash equivalents	$ 64,827	$ 26,384
Restricted cash	2,518	5,475
Total cash, cash equivalents, and restricted cash	$ 67,345	$ 31,859

	June 30, 2022	June 30, 2021
	(in thousands)	
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 2	$ 286
Supplemental disclosures of non-cash financing and investing information:		
Property and equipment additions accrued but not paid	$ 3,798	$ 10,837
Capitalized stock-based compensation	1,001	—
Capitalized interest for property and equipment placed into service	220	135
Accretion of short-term investments' discounts and premiums	59	—
Withholding of stock units to satisfy tax withholding obligations upon the exercise of stock options	23	—
SPAC costs accrued but not paid	—	3,663
Debt issuance costs expensed for debt carried at fair value accrued but not paid	—	3,129
Issuance of common stock due to Bridge Notes, net of issuance costs	—	106,353
Issuance of common stock warrants due to Bridge Notes	—	18,800
Consent fees payable in common stock or cash recorded as a derivative	—	2,715
Contingent liability for working capital adjustment and use taxes to M&Y Space Co. Ltd	—	1,022

See notes to unaudited condensed consolidated financial statements

BLACKSKY TECHNOLOGY INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2022

1. Organization and Business

On September 9, 2021, Osprey Technology Acquisition Corp. ("Osprey") consummated the previously announced merger (the "Merger") with BlackSky Holdings, Inc. (f/k/a Spaceflight Industries, Inc.), a Delaware corporation ("Legacy BlackSky"), pursuant to the agreement and plan of merger, dated February 17, 2021, by and among Osprey, Osprey Technology Merger Sub, Inc., a direct, wholly owned subsidiary of Osprey, and Legacy BlackSky. Immediately following the Merger, Osprey changed its name to BlackSky Technology Inc. ("BlackSky" or the "Company"). Legacy BlackSky survived the Merger and is now a wholly owned subsidiary of BlackSky. As a special purpose acquisition corporation, Osprey had no pre-Merger operations other than to identify and consummate a merger. Therefore, BlackSky's operations post-Merger are attributable to those of Legacy BlackSky and its subsidiaries, and references to "BlackSky" or the "Company" should be read to include BlackSky's wholly owned subsidiaries. References in this report to Company actions, assets/liabilities, or contracts may be references to actions taken, assets/liabilities held, or contracts entered into by one or more current Company subsidiaries; however, the Company has distinguished between actions taken by Legacy BlackSky or Osprey for certain time based, historical transactions.

BlackSky, headquartered in Herndon, Virginia, is a leading provider of real-time geospatial intelligence. The Company owns and operates one of the industry's leading high-performance low earth orbit small satellite constellations. Our constellation is optimized to cost-efficiently capture imagery at high revisit rates where and when our customers need it. BlackSky's Spectra AI software platform processes millions of observations a day from our proprietary satellite constellation and from multiple external data sources including imaging, radar and radio frequency satellites, environmental sensors, asset tracking sensors, Internet of Things ("IoT") connected devices, internet-enabled narrative sources, and a variety of geotemporal data feeds. Spectra AI employs advanced, proprietary artificial intelligence ("AI") and machine learning ("ML") techniques to process, analyze, and transform these data feeds into alerts, information, and insights. Customers can access Spectra AI's data and analytics through easy-to-use web services or through platform application programming interfaces.

As of June 30, 2022, BlackSky had 14 satellites in commercial operation. BlackSky hastwo primary operating subsidiaries, BlackSky Global LLC and BlackSky Geospatial Solutions, Inc. The Company also owns fifty percent of LeoStella LLC ("LeoStella"), its joint venture with Thales Alenia Space US Investment LLC ("Thales"). LeoStella is a vertically-integrated small satellite design and manufacturer based in Tukwila, Washington, from which the Company procures satellites to operate its business. The Company accounts for LeoStella and X-Bow Launch Systems Inc. ("X-Bow"), a space technology company specializing in additive manufacturing of solid rocket motors of which BlackSky owns approximately 15.1%, as equity method investments (Note 6).

2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Preparation

The Company has prepared its unaudited condensed consolidated financial statements in accordance with Generally Accepted Accounting Principles in the United States of America ("GAAP") and the instructions to Form 10-K and Article 8 of Regulation S-X of the Securities and Exchange Commission (the "SEC"). The accompanying unaudited condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. In addition, the unaudited condensed consolidated financial statements include the Company's proportionate share of the earnings or losses of its equity method investments and a corresponding increase or decrease to its investment, with recorded losses limited to the carrying value of the Company's investment. All intercompany transactions and balances have been eliminated upon consolidation.

The Company's unaudited condensed consolidated financial statements have been prepared on a historical cost basis, except for certain financial assets and liabilities, including equity warrants and other equity instruments classified as derivative liabilities, which are stated at fair value. The Company also incurred debt, which was also stated at fair value and subsequently converted to equity in the Merger. Unless otherwise indicated, amounts presented in the Notes pertain to the Company’s continuing operations. These unaudited condensed consolidated financial statements should be read in conjunction with the Company’s annual consolidated financial statements and notes included in the Company’s Form 10-K filed with the SEC on March 31, 2022. In management’s opinion, all adjustments of a normal recurring nature that are necessary for a fair statement of the accompanying unaudited condensed consolidated financial statements have been included.

Use of Estimates

The preparation of the unaudited condensed consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingencies at the reporting date, and the reported amounts of revenue and expenses during the reporting period. These estimates are based on management’s best knowledge of current events and actions the Company may undertake in the future. Actual results could materially differ from these estimates. Significant estimates made by the Company include, but are not limited to, revenue and associated cost recognition, the collectability of accounts receivable, the recoverability and useful lives of property and equipment, the valuation of equity warrants and warrant liabilities, fair value estimates, the recoverability of goodwill and intangible assets, the provision for income taxes, and stock-based compensation.

Investments

The Company’s investments generally consist of A-1, or higher, rated corporate debt and governmental securities as short-term investments. Our investments are classified as held-to-maturity and have a stated maturity date of one year or less from the balance sheet date. Any investments with original maturities less than three months are considered as cash equivalents.

Property and Equipment - net

The Company capitalizes internal and external costs incurred to develop and implement internal-use software, which consist primarily of costs related to design, coding, and testing. Internal costs include salaries and allocations of fringe and stock-based compensation. When the software is ready for its intended use, capitalization ceases and such costs are amortized on a straight-line basis over the estimated life to either depreciation or cost of sales depending on the nature of the software. Costs incurred prior to and after the application development stage are charged to development costs as part of selling, general, and administrative expense in the unaudited condensed consolidated statements of operations and comprehensive loss. The Company regularly reviews its capitalized software projects for impairment.

Fair Value of Financial Instruments

The Company accounts for certain assets and liabilities at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

The process for analyzing the fair value measurement of certain financial instruments on a recurring, or non-recurring, basis includes significant judgment and estimates of inputs including, but not limited to, share price, volatility, discount for lack of marketability, application of an appropriate discount rate, and probability of liquidating events. The Company utilizes the market valuation methodology and specific option pricing methodology, such as the Monte Carlo simulation, method to value the more complex financial instruments and the Black-Scholes option-pricing model to value standard common stock warrants and common stock options.

The framework for measuring fair value specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement).

The three levels of the fair value hierarchy are as follows:

Level 1 Inputs. Inputs are unadjusted quoted prices in active markets for identical assets or liabilities available at the measurement date.

Level 2 Inputs. Inputs are unadjusted quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, inputs other than quoted prices that are observable, and inputs derived from or corroborated by observable market data.

Level 3 Inputs. Inputs are unobservable inputs which reflect the Company's own assumptions on what assumptions market participants would use in pricing the asset or liability based on the best available information.

Revenue Recognition

The Company generates revenue from the sale of imagery and software analytical services and engineering and systems integration. Imagery and software analytical services revenue includes imagery, data, software, and analytics, including professional services. This revenue is recognized from services rendered under cost-plus-fixed-fee contracts, firm fixed price contracts, a time and materials basis or non-cancellable subscription order agreements. Engineering and systems integration revenue is from fixed price long-term construction contracts.

The Company generates revenue primarily through contracts with government agencies. Most of the fixed price contracts include multiple promises, which are generally separated as distinct performance obligations. The Company allocates the transaction price to each performance obligation based on the relative standalone selling prices using observable sales transactions where applicable.

In accordance with Accounting Standards Update No. 2014-09, "*Revenue from Contracts with Customers (Topic 606)*" ("ASC 606"), the Company uses the five-step model of identifying the performance obligations contained in a contract, determining transaction price, allocating transaction price, and determining when performance obligations are satisfied can require the application of significant judgment, as further discussed below.

Revenue is measured at the fair value of consideration received or receivable and net of discounts. The Company applies a policy election to exclude transaction taxes collected from customer sales when the tax is both imposed on and concurrent with a specific revenue-producing transaction. The Company estimates any variable consideration, and whether the transaction price is constrained, upon execution of each contract. The Company did not have any active contracts with significant variable consideration as of June 30, 2022.

Imagery & Software Analytical Services Revenue

Imagery

Imagery services include imagery delivered from the Company's satellites in orbit via its Spectra AI platform and in limited cases directly uploaded to certain customers. Customers can directly task our proprietary satellite constellation to collect and deliver imagery over specific locations, sites and regions that are critical to their operations. We offer customers several service level options that include basic plans for on-demand tasking or multi-year assured access programs, where customers can secure priority access and imaging capacity at a premium over a region of interest on a take or pay basis. Imagery performance obligations are recognized ratably over the fixed price subscription period for the right to access imagery or as revenue at the point-in-time when the Company delivers images to the Spectra AI platform.

Data, Software, and Analytics

The Company leverages proprietary AI and ML algorithms to analyze data coming from both the Company's proprietary sensor network and third-party space and terrestrial sources to provide hard-to-get data, insights, and analytics for customers. The Company continues to integrate and enhance its offerings by performing contract development, while retaining the intellectual property rights. The Company also provides technology enabled professional service solutions to support customer-specific software development requests, integration, testing, and training. The Company uses system engineers to support customer efforts to manage mass quantities of data. The Company also offers professional service solutions related to object, change and anomaly detection, site monitoring, and enhanced analytics, through which the Company can detect key pattern of life changes in critical locations such as ports, airports, and construction sites; retail activity; commodities stockpiles; and other sites that contain critical commodities and supply chain information**.**

Our analytics services are also offered on a consumption or subscription basis and provide customers with access to our site monitoring, event monitoring and global data services. Imagery and software analytical services revenue from data, software, and analytics contracts is recognized from the rendering of services over time on a cost-plus-fixed-fee, firm fixed price, or time and materials basis as well as, at the point-in-time the customer receives access to an analytic product. For firm fixed price professional service contracts, the Company recognizes revenue using total estimated costs to complete the performance obligation, ("Estimate at Completion" or "EAC"). A performance obligation's EAC includes all direct costs such as labor, materials, subcontract costs and overhead. In addition, an EAC of a performance obligation includes future losses estimated to be incurred on contracts, as and when known. For contracts structured as cost-plus-fixed-fee or on a time and materials basis, the Company generally recognizes revenue based on the right-to-invoice when practically expedient, as the Company is contractually able to invoice the customer based on the control transferred to the customer in an amount that corresponds directly with the value to the customer of the entity's performance completed to date.

Engineering and Systems Integration Revenue

The Company develops and delivers advanced launch vehicle, satellite and payload systems for a limited number of customers that leverage the Company's capabilities in mission systems engineering and operations, ground station operations, and software and systems development. These systems are sold to government customers under fixed price contracts. The Company generally recognizes revenue over time using the cost-to-cost method to measure progress, pursuant to which the extent of progress towards completion is measured based on the ratio of costs incurred to date to the EAC. The estimation of total estimated costs at completion is subject to many variables and requires judgment. The Company recognizes changes in contract estimates on a cumulative catch-up basis in the period in which the changes are identified. Such changes in contract estimates can result in the recognition of revenue in a current period for performance obligations which were satisfied or partially satisfied in a prior period. If at any time, the estimate of profitability for a performance obligation indicates a probable anticipated loss, the Company recognizes the total loss for the performance obligation in the period it is identified. Changes in estimates related to contracts accounted for using the cost-to-cost measure of progress are recognized in the period in which such changes are made for the inception-to-date effect of the changes. For the three and six months ended June 30, 2022, the Company recognized $1.4 million and $2.2 million, respectively, of unfavorable cumulative adjustments to revenue directly from estimated cost increases on two engineering and systems integration contracts (Note 5). All, or a portion, of this cumulative adjustment will be recognized in future revenue as the percentage of completion increases over time. During the three and six months ended June 30, 2021, the Company recognized a $0.3 million favorable impact to revenue attributable to changes in other contract estimates. During the three and six months ended June 30, 2022, there was no revenue recognized from performance obligations satisfied in previous period~~s~~.

Imagery and Software Analytical Service and Engineering and Systems Integration Costs

Imagery and software analytical service costs primarily include internal aerospace and geospatial software development labor, third-party data and imagery, internal labor to support the ground stations and space operations, and cloud computing and hosting services. The Company recognizes stock-based compensation expense for those employees whose work supports the imagery and software analytical service costs we provide to customers, under imagery and software analytical service costs, excluding depreciation and amortization. For those employees who provide engineering and systems support to customers, the stock-based compensation expense is classified under engineering and systems integration costs. For the remaining employees who generally support the Company and its business, the stock-based compensation expense is recognized under selling, general and administrative expense in the unaudited condensed consolidated statements of operations and comprehensive loss.

Engineering and systems integration costs primarily include the cost of internal labor for product design, integration and engineering in support of long-term development contracts for launch vehicle, satellite and payload systems. The Company also incurs subcontract direct materials and external labor costs to build and test specific components such as the communications system, payload demands and sensor integration.

Stock-Based Compensation

Restricted Stock Awards and Restricted Stock Units

The estimated fair value of RSAs and RSUs are measured based on the grant date fair value of the Company's Class A common stock. In order to determine the fair value of its Class A common stock on the date of grant and prior to the Merger, Legacy BlackSky historically performed a valuation analysis using a combination of market and income approaches. Subsequent to the Merger, the Company uses the New York Stock Exchange ("NYSE") trading price as the fair value of the Class A common stock for valuation purposes. For all awards for which vesting is only subject to a service condition, including those subject to graded vesting, the Company has elected to use the straight-line method to recognize the fair value as compensation cost over the requisite service period.

Certain of the Company's outstanding RSUs had performance vesting conditions that were triggered upon the consummation of the Merger. Therefore, since the performance conditions attributable to these RSUs had been met, the Company commenced recording the associated compensation expense, inclusive of a catch-up amount for the service period between their grant date and satisfaction of the performance condition, as of the closing of the Merger. The fair value of the RSUs that include a performance condition is recognized as compensation expense over the requisite service period using the accelerated attribution method, which accounts for RSUs with discrete vesting dates as if they were a separate award. Expense related to stock-based payments is classified in the unaudited condensed consolidated statements of operations and comprehensive loss based upon the classification of each employees' cash compensation.

Stock Options

The Company uses the Black-Scholes option pricing model to value all options and the straight-line method to recognize the fair value as compensation cost over the requisite service period. The fair value of each option granted was estimated as of the date of grant. The Company granted options in the three and six months ended June 30, 2022. The Company uses the following inputs when applying the Black-Scholes option pricing model:

Expected Dividend Yield. The Black-Scholes valuation model requires an expected dividend yield as an input. The dividend yield is based on historical experience and expected future changes. The Company currently has no plans to pay dividends on its Class A common stock.

Expected Volatility. The Company does not have enough historical share price history, therefore, the expected volatility was estimated based upon the historical share price volatility of comparable publicly traded companies.

Risk-free Interest Rate. The yield on actively traded non-inflation indexed U.S. Treasury notes was used to extrapolate an average risk-free interest rate based on the expected term of the underlying grants.

Expected Term. For options granted in 2021 and 2022, since there is not a history of option exercises as a public company, the Company considered the option vesting terms and contractual period, as well as the demographics of the holders, in estimating the expected term. For options granted prior to 2021, the expected term was the estimated duration to a liquidation event based on a weighted average consideration of the most likely exit prospects for that stage of development. Legacy BlackSky was privately funded and, accordingly, the lack of marketability was factored into the expected term of options granted. The Company will review its estimate in the future and adjust it, if necessary, due to changes in the Company's historical exercises.

The most significant assumption used to determine the fair value of the Legacy BlackSky equity-based awards was the estimated fair value of the Class A common stock on the grant date. In order to determine the fair value of its Class A common stock on the date of grant and prior to the Merger, Legacy BlackSky historically performed a valuation analysis using a combination of market and income approaches. Subsequent to the Merger, the Company uses the NYSE trading price as the fair value of the Class A common stock for valuation purposes.

Legacy BlackSky historically adjusted the exercise price of certain outstanding stock options. For each award with an adjusted exercise price, Legacy BlackSky calculated the incremental fair value, which was the excess of the fair value of the modified award over the fair value of the original award immediately before the modification. The incremental fair value was recognized as stock-based compensation expense immediately to the extent that the modified stock option already had vested, and for stock options that were not yet vested, the incremental fair value has been recognized as stock-based compensation expense over the remaining vesting period.

3. Accounting Standards Updates ("ASU")

Accounting Standards Recently Adopted

In May 2021, the FASB issued ASU 2021-04, "*Earnings per Share (Topic 260), Debt-Modifications and Extinguishments (Subtopic 470-50), Compensation-Stock Compensation (Topic 718), and Derivatives and Hedging-Contracts in Entity's Own Equity (Subtopic 815-40)*", which clarifies and reduces diversity in an issuer's accounting for modifications or exchanges of freestanding equity-classified written call options (for example, warrants) that remain equity classified upon modification or exchange. This ASU is effective for all entities for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. An entity should apply the amendments prospectively to modifications or exchanges occurring on or after the effective date of the amendments. Early adoption is permitted for all entities, including adoption in an interim period. The Company adopted this guidance as of January 1, 2022 and this guidance is not expected to impact the Company unless it modifies or exchanges freestanding financial instruments within the scope of the guidance subsequent to adoption.

Accounting Standards Recently Issued But Not Yet Adopted

In February 2016, the FASB issued ASU 2016-02 "*Leases*". The amendments in this update require the recognition of lease assets and lease liabilities on the balance sheet, as well as certain qualitative disclosures regarding leasing arrangements. The guidance requires the use of the modified retrospective method, with the cumulative effect of initially applying these updates recognized at the date of initial application. The guidance was effective for public business entities for annual periods, including interim periods within those fiscal years, beginning after December 15, 2018, with early adoption permitted. For all other entities, the guidance is effective for fiscal years beginning after December 15, 2021, and for interim periods beginning after December 15, 2022, with early adoption permitted. As of June 30, 2022, the Company holds emerging growth company status, as such it is permitted to present the impact of the new guidance in its annual statement as of December 31, 2022 and interim statements thereafter. The Company is currently in the process of evaluating the adoption impact but expects the adoption of the standard to have a material impact to the unaudited condensed consolidated balance sheets, since the Company will be required to report operating leases in the unaudited condensed consolidated balance sheets for the first time. The Company is in the process of its adoption efforts and cannot yet reasonably estimate the impact to the consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, "*Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*". The amendments in this update are primarily for entities holding financial assets and net investment leases measured under an incurred loss impairment methodology. A new methodology must be adopted to reflect expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates, which would include losses on trade accounts receivable. This ASU requires modified retrospective application. The guidance is effective for public business entities that are not smaller reporting companies for fiscal years beginning after December 15, 2019, including interim periods therein. For all other entities, the guidance is effective for fiscal years beginning after December 15, 2022, including interim periods therein. The Company is currently in the planning stage and, as a emerging growth status company, will adopt the guidance on January 1, 2023. The Company has not yet determined the potential impact, if any, that this guidance will have on its consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740):* "*Simplifying the Accounting for Income Taxes*". The amendments in this update are intended to simplify various aspects related to accounting for income taxes. This ASU removes certain exceptions to the general principles in Topic 740 and also clarifies and amends existing guidance to improve consistent application. This ASU can be applied on a retrospective, modified retrospective or prospective basis. The guidance is effective for all public business entities for fiscal years beginning after December 15, 2020, including interim periods therein. For all other entities, the guidance is effective for fiscal years beginning after December 15, 2021, and for interim periods beginning after December 15, 2022. Early adoption is also permitted. As of June 30, 2022, the Company holds emerging growth company status, as such it is permitted to present the impact of the new guidance in its annual statement as of December 31, 2022 and interim statements thereafter. The Company is currently in the process of evaluating the adoption impact and has not yet determined the potential impact, if any, that this guidance will have on its consolidated financial statements.

4. Revenue

Disaggregation of Revenue

The Company earns revenue through the sale of imagery and software analytical services and engineering and systems integration. The Company's management primarily disaggregates revenue as follows: (i) imagery; (ii) data, software and analytics; and (iii) engineering and integration. This disaggregation allows the Company to evaluate market trends in certain imagery and software analytical services and engineering and systems integration services. These offerings currently have both recurring and non-recurring price attributes, particularly the engineering and systems integration offerings.

The following table disaggregates revenue by type of imagery and software analytical services and engineering and integration for the three and six months ended June 30, 2022 and 2021:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands)			
Imagery	$ 6,833	$ 1,384	$ 10,443	$ 2,848
Data, software and analytics	6,517	3,733	12,679	8,267
Engineering & integration	1,752	2,248	5,876	3,544
Total revenue	$ 15,102	$ 7,365	$ 28,998	$ 14,659

The approximate revenue based on geographic location of customers is as follows for the three and six months ended June 30, 2022 and 2021:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands)			
US	$ 12,437	$ 6,236	$ 23,584	$ 12,359
Middle East	782	694	1,376	1,380
Asia	1,584	312	3,578	770
Other	299	123	460	150
Total revenue	$ 15,102	$ 7,365	$ 28,998	$ 14,659

Revenue from significant customers for the three and six months ended June 30, 2022 and 2021 is as follows:

	Three Months Ended June 30, 2022	Three Months Ended June 30, 2021	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021
	(in thousands)			
U.S. federal government and agencies	$ 12,162	$ 6,188	$ 23,225	$ 12,307
International government	2,742	1,177	5,487	2,352
Commercial and other	198	—	286	—
Total revenue	$ 15,102	$ 7,365	$ 28,998	$ 14,659

As of June 30, 2022 and December 31, 2021, accounts receivable consisted of the following:

	June 30, 2022	December 31, 2021
	(in thousands)	
U.S. federal government and agencies	$ 3,041	$ 2,576
International government	341	76
Commercial and other	35	16
Allowance for doubtful accounts	—	(39)
Total accounts receivable	$ 3,417	$ 2,629

Backlog

Backlog represents the future sales we expect to recognize on firm orders received by the Company and is equivalent to the Company’s remaining performance obligations at the end of each period. It comprises both funded backlog (firm orders for which funding is authorized and appropriated) and unfunded backlog. The Company's Backlog excludes unexercised contract options. As of June 30, 2022, the Company had $108.0 million of backlog, which represents the transaction price of executed contracts less inception to date revenue recognized. The Company expects to recognize revenue relating to our backlog, of which a portion is recorded in deferred revenue in the unaudited condensed consolidated balance sheets, of $30.8 million, $45.6 million, and $31.6 million in the six months ending December 31, 2022, fiscal year 2023, and thereafter, respectively.

5. Contract Assets and Liabilities

The components of contract assets and contract liabilities consisted of the following:

	June 30, 2022	December 31, 2021
	(in thousands)	
Contract assets - current		
Unbilled revenue	$ 5,091	$ 788
Contract assets	411	890
Total contract assets - current	$ 5,502	$ 1,678
Contract liabilities - current		
Deferred revenue - short-term	$ 4,260	$ 11,082
Other contract liabilities	671	184
Total contract liabilities - current	$ 4,931	$ 11,266
Contract liabilities - long-term	$ —	$ —
Deferred revenue - long-term	—	568
Total contract liabilities - long-term	$ —	$ 568

Deferred revenue and other contract liabilities are reported as contract liabilities in the accompanying unaudited condensed consolidated balance sheets. Contract liabilities include payments received and billings made in advance of the satisfaction of performance obligations under the contract and are realized when the associated revenue is recognized under the contract. Contract assets include (i) unbilled revenue, which is the amount of revenue recognized in excess of the amount billed to customers, where the rights to payment are not just subject to the passage of time; and (ii) costs incurred to fulfill contract obligations. Other contract assets and other contract liabilities primarily relate to contract commissions on customer contracts.

Changes in short-term and long-term contract assets and contract liabilities for the six months ended June 30, 2022 were as follows:

	Contract Assets	Contract Liabilities
	(in thousands)	
Balance on January 1, 2022	$ 1,678	$ 11,834
Billings or revenue recognized that was included in the beginning balance	(788)	(9,153)
Changes in contract assets or contract liabilities, net of reclassification to receivables	5,091	(756)
Cumulative catch-up adjustment arising from changes in estimates to complete	—	2,163
Cumulative catch-up adjustment arising from contract modification	—	356
Changes in costs to fulfill and amortization of commission costs	(479)	—
Changes in contract commission costs	—	487
Balance on June 30, 2022	$ 5,502	$ 4,931

6. Equity Method Investments

LeoStella

The Company accounts for its investment in LeoStella as an equity method investment. The Company did not make any additional capital investments in LeoStella during the three and six months ended June 30, 2022 or 2021. During the six months ended June 30, 2022 and 2021, the Company remitted $17.1 million and

$11.2 million, respectively, of payments to LeoStella for satellite manufacturing and satellite software development.

X-Bow

In 2017, the Company entered into a stock subscription and technology transfer agreement with X-Bow, whereby the Company assigned and transferred certain intellectual property rights owned by the Company to X-Bow in exchange for 13.5 million shares of X-Bow, a strategic investment in a space technology company specializing in additive manufacturing of solid rocket motors. As of June 30, 2022, the Company's interest in X-Bow was 15.1%.

The following tables present summarized financial information for the Company's equity method investments as of June 30, 2022 and December 31, 2021 and for the three and six months ended June 30, 2022 and 2021.

Summarized balance sheets	**June 30, 2022**	**December 31, 2021**
	(in thousands)	
Current assets	$ 64,252	$ 60,652
Non-current assets	7,280	5,798
Total assets	$ 71,532	$ 66,450
Current liabilities	$ 29,373	$ 39,612
Noncurrent liabilities	475	706
Total liabilities	$ 29,848	$ 40,318

	Three Months Ended June 30,		**Six Months Ended June 30,**	
Summarized statements of operations	**2022**	**2021**	**2022**	**2021**
		(in thousands)		
Revenue	$ 14,526	$ 14,355	$ 31,259	$ 20,739
Net income	965	1,492	1,066	2,160

Current assets of the Company's equity method investees primarily consisted of inventories of $8.4 million and $17.0 million as of June 30, 2022 and December 31, 2021, respectively. Total liabilities of the Company's equity method investees primarily consisted of customer advances of $ 24.8 million and $35.2 million as of June 30, 2022 and December 31, 2021, respectively.

The revenue related to equity method investments attributable to related parties was $14.5 million and $22.6 million for the three and six months ended June 30, 2022, respectively. The revenue related to equity method investments attributable to related parties was $8.4 million and $14.8 million for the three and six months ended June 30, 2021, respectively. The Company had differences between the carrying value of its equity method investments and the underlying equity in the net assets of the investees of $3.2 million as of June 30, 2022 and $2.9 million as of December 31, 2021. The difference is the result of the elimination of upstream intra-entity profits from the sale of satellites.

7. Discontinued Operations

On June 12, 2020, the Company completed the sale of 100% of its equity interests in Spaceflight to M&Y Space. Under a transition services agreement, the Company provides, post-closing transition services to Spaceflight, including, but not limited to, the sublease of the Company's office facility in Seattle, Washington and common area maintenance fees related to the sublease.

Settlement Arrangement for the Sale of the Spaceflight

On March 30, 2021, the Company settled certain disputes with respect to the purchase price in the total amount of $6.8 million, which was accrued as a liability as of December 31, 2020. The Company paid the settlement amount in two tranches—(i) $2.0 million on April 1, 2021 and (ii) the remaining $4.8 million was triggered at the closing of the Merger. In April 2021, the Company also terminated a launch arrangement with Spaceflight and, as agreed upon by the parties, offset the amount due to M&Y Space with a contractual refund of $3.9 million of which the net amount of $819 thousand was settled for cash in September 2021. As a result, the Company recorded a reduction to the accrued liability and a reduction to satellite procurement in the unaudited condensed consolidated balance sheet as of December 31, 2021.

The following summarizes the components of the loss from discontinued operations, net of income taxes, that the Company has reported in the unaudited condensed consolidated statements of operations and comprehensive loss. The Company recognized an unfavorable working capital adjustment of $1.0 million during the three and six months ended June 30, 2021 primarily related to a potential shortfall in accounts receivable in the closing balance sheet delivered to M&Y Space.

	Three and six months ended June 30,	
	2022	2021
	(in thousands)	
Major classes of line items constituting loss from discontinued operations:		
Revenue - launch services	$ —	$ —
Total operating costs and expenses	—	—
Operating loss	—	—
Loss from discontinued operations, before income taxes	—	—
Loss on disposal of discontinued operations	—	(1,022)
Total loss from discontinued operations, net of income taxes	—	(1,022)

8. Property and Equipment - net

The following summarizes property and equipment - net as of:

	June 30, 2022	December 31, 2021
	(in thousands)	
Satellites	$ 116,210	$ 93,709
Software	3,718	—
Software development in process	2,595	—
Computer equipment	1,864	1,372
Office furniture and fixtures	708	744
Other equipment	685	682
Site equipment	1,718	1,393
Ground station equipment	111	111
Total	127,609	98,011
Less: accumulated depreciation	(43,710)	(27,460)
Property and equipment — net	$ 83,899	$ 70,551

Depreciation of property and equipment from continuing operations was $9.0 million and $3.2 million, for the three months ended June 30, 2022 and 2021, respectively, and $16.3 million and $5.6 million for the six months ended June 30, 2022 and 2021, respectively. The Company disposed of property and equipment, which consisted of site equipment, furniture and ground station equipment of $36 thousand and $0.7 million, during the six months ended June 30, 2022 and 2021, respectively, for a loss of $0 for the three and six months ended June 30, 2022 and $0 and $24 thousand for the three and six months ended June 30, 2021, respectively.

9. Debt and Other Financing

The carrying value of the Company's outstanding debt consisted of the following amounts:

	June 30, 2022	December 31, 2021
	(in thousands)	
Current portion of long-term debt	$ —	$ —
Non-current portion of long-term debt	74,126	74,126
Total long-term debt	74,126	74,126
Unamortized debt issuance cost	(1,701)	(2,718)
Outstanding balance	$ 72,425	$ 71,408

The outstanding debt was solely comprised of loans from related parties with effective interest rates of 7.41% to 8.00%.

Bridge Notes and Related Transactions

On February 2, 2021, Legacy BlackSky amended its omnibus agreement dated June 27, 2018 (the "2021 Omnibus Amendment"). As a result of the amendment, Legacy BlackSky was permitted to enter into additional indebtedness by issuing new subordinated, unsecured convertible promissory notes (the "Bridge Notes"), between February 2, 2021 and June 30, 2021, for up to an aggregate principal amount of $60 million.

During the period from February 2, 2021 through February 3, 2021, Legacy BlackSky completed the closing of its initial tranche of the Bridge Notes from existing stockholders. The aggregate principal amount of the Bridge Notes issued in the initial tranche was $18.1 million. All investors participating in the initial tranche also received incentive equity equal to seven shares of class A common stock of Legacy BlackSky for each dollar invested. Certain investors participating in the initial tranche additionally received warrants exercisable for shares of Legacy BlackSky class A common stock in amounts ranging from 0.14% of Legacy BlackSky's fully-diluted share capital for each dollar invested divided by $1.0 million to 3.5% of Legacy BlackSky's fully-diluted share capital (Note 10). On February 18, 2021, the Company completed the closing of a second tranche of the Bridge Notes, raising an aggregate principal amount of $40.0 million from an existing stockholder and from new investors. Participants in the second tranche did not receive shares of Legacy BlackSky class A common stock or warrants to purchase Legacy BlackSky class A common stock.

Upon the closing of the two previously mentioned tranches, $1.9 million of Bridge Notes remained available to be offered to certain shareholders under terms similar to the initial tranche pursuant to a rights offering ("Rights Offering"). The Company subsequently completed the Rights Offering in June 2021 with a total of $0.5 million additional investment, resulting in final aggregate proceeds of $58.6 million in principal investments pursuant to the Bridge Notes. As the terms of the Rights Offering were substantially identical to those offered in the initial tranche of the Bridge Notes, participants received seven shares of the Legacy BlackSky's class A common stock for each dollar invested, as well as warrants.

The Bridge Notes, in all three tranches, bore interest at a rate of 10% and had a maturity date of April 30, 2025. There were no covenants in the Bridge Notes that were tied to financial metrics. The Company made an irrevocable election to carry the Bridge Notes at fair value.

In connection with the Merger, all of the Company's issued and outstanding Bridge Notes were converted into Legacy BlackSky class A common stock at a conversion price of 80% of the deemed value of a single

Legacy BlackSky class A common share and, immediately thereafter, those Legacy BlackSky class A common shares were exchanged for Osprey class A common shares based the class A common stock exchange ratio. As of December 31, 2021, the Company had no convertible Bridge Notes outstanding.

In connection with the 2021 Omnibus Amendment, the investors guaranteeing the Silicon Valley Bank ("SVB") line of credit further reaffirmed their guarantees and received a one-time issuance of seven shares of Legacy BlackSky class A common stock for every dollar guaranteed. Additionally, Legacy BlackSky agreed to pay a fee to each of its senior secured lenders ("Consent Fees"). The Consent Fees were payable in either cash or shares of Legacy BlackSky's class A common stock at the choice of the lender. The Consent Fees were considered variable share-settled liabilities and were recorded at fair value. All of the Consent Fees were settled for cash at the closing of the Merger.

The following table summarizes the additional shares of Legacy BlackSky class A common stock and warrants to purchase Legacy BlackSky class A common stock issued as a result of the Bridge Notes.

	Legacy BlackSky Class A Common Stock[(1)]	**Legacy BlackSky Class A Common Stock Warrants**[(1)]
	(in thousands)	
Issued to SVB guarantors	8,485	—
Issued in connection with the initial tranche of Bridge Notes	11,544	3,873
Issued as incentive shares and as incentive warrants, in connection with the Rights Offering	314	51
Total	20,343	3,924

(1) Issuance of class A common stock and class A common stock warrants has been retroactively restated to give effect to the reverse recapitalization.

In connection with the Merger, all issued and outstanding Legacy BlackSky Bridge Notes and class A common stock warrants granted in accordance with the Bridge Notes were automatically exercised into Legacy BlackSky class A common stock and those shares were exchanged for the Company's common shares at the exchange rate applicable to the Company's common stock.

Loans from Related Parties

After the Merger, the Company's primary debt (and its sole secured debt) consists of its amended and restated loan and security agreement dated October 31, 2019, as amended or modified from time to time, with Intelsat Jackson Holdings SA ("Intelsat") and Seahawk SPV Investment LLC ("Seahawk"). Interest accrues on the amounts outstanding under this facility at a fixed rate of 4% until October 31, 2022, 9% from November 1, 2022 to October 31, 2023, and 10% from November 1, 2023 to the maturity date of October 31, 2024. During the 4% interest period, the amount of accrued interest is added, on a pro-rata basis, to the outstanding principal amount of each lender's advances on October 31, 2020, October 31, 2021, and October 31, 2022. Thereafter, interest is payable in cash semi-annually in arrears commencing on May 1, 2023. This facility is secured by substantially all of the Company's assets, is guaranteed by the Company's subsidiaries, and contains customary covenants and events of default. There are no covenants tied to financial metrics.

Fair Value of Debt

The estimated fair value of all of the Company's outstanding long-term debt was $68.8 million and $76.1 million as of June 30, 2022 and December 31, 2021, respectively, which is different than the historical costs of such long-term debt as reflected in the Company's unaudited condensed consolidated balance sheets.

The fair value of the long-term debt was estimated using Level 3 inputs, based on interest rates available for debt with terms and maturities similar to the Company's existing debt arrangements and credit rating.

Compliance with Debt Covenants

As of June 30, 2022, all debt instruments contain customary covenants and events of default. There are no covenants tied to financial metrics and the Company was in compliance with all non-financial covenants as of June 30, 2022.

10. Equity Warrants Classified as Derivative Liabilities

Equity warrants that are classified as derivative liabilities must be measured at fair value upon issuance and re-valued at the end of each reporting period through expiration and are included in derivative liabilities in the Company's unaudited condensed consolidated balance sheets. Any change in fair value between the respective reporting dates is recognized as an unrealized gain or loss in the accompanying unaudited condensed consolidated statements of operations and comprehensive loss (Note 16). In the six months ended June 30, 2022, the Company's derivative liabilities were made up of only the equity warrants and the Sponsor Shares. In the six months ended June 30, 2021, the Company's derivative liabilities included warrants, Consent Fees from the Bridge Notes (see Note 9) and Legacy BlackSky preferred stock warrants.

The following table is a summary of the number of shares of the Company's Class A common stock issuable upon exercise of warrants at June 30, 2022:

	Number of Shares	Exercise Price	Redemption Price	Expiration Date	Classification	Gain (loss) in value for the six months ended June 30, 2022	Fair Value at June 30, 2022
	(in thousands)					(in thousands)	
Public Warrants	15,813	$ 11.50	$ 18.00	9/9/2026	Liability	$ 2,214	$ 6,483
Private Placement Warrants	4,163	$ 11.50	$ 18.00	9/9/2026	Liability	249	2,248
Private Placement Warrants	4,163	$ 20.00	$ 18.00	9/9/2026	Liability	(416)	1,415

In addition, the Company has 1.8 million Class A common stock warrants outstanding which have an exercise price of $0.11 and expiration dates from June 27, 2028 to October 31, 2029. These warrants are equity classified and are included in additional paid-in capital in the Company's unaudited condensed consolidated balance sheets.

11. Other (Expense) Income

	Three months ended June 30,		Six months ended June 30,	
	2022	2021	2022	2021
	(in thousands)			
Loss on issuance of Bridge Notes tranche one	$ —	$ —	$ —	$ (84,291)
Loss on issuance of Bridge Notes tranche two	—	—	—	(12,185)
Loss on issuance of Bridge Notes Rights Offering	—	(3,193)	—	(3,193)
Debt issuance costs expensed for debt carried at fair value	—	(95)	—	(47,718)
Other	(42)	9	(40)	17
	$ (42)	$ (3,279)	$ (40)	$ (147,370)

In February 2021, Legacy BlackSky issued Bridge Notes intwo tranches (Note 9). The first tranche of the Bridge Notes were issued at par to several existing investors at a principal amount of $18.1 million and a fair value of $24.2 million. Additionally, certain investors in the first tranche of Bridge Notes received11.5 million shares of Legacy BlackSky class A common stock with a fair value of $59.8 million and warrants to purchase

3.9 million shares of Legacy BlackSky class A common stock with a fair value of $18.4 million. The transaction involved investments primarily by the existing Legacy BlackSky investors at that time. Legacy BlackSky, which had an external valuation performed on the Bridge Notes, Legacy BlackSky class A common stock, and Legacy BlackSky warrants, determined that the fair value of the financial instruments issued exceeded the cash proceeds received. Since no unstated rights and/or privileges were identified with the first tranche of the Bridge Notes, Legacy BlackSky recorded a loss on issuance of $84.3 million.

The second tranche of the Bridge Notes were issued at par to several new investors and an existing investor at a principal amount of $40.0 million and a fair value of $52.2 million, resulting in a loss on issuance of $12.2 million.

Legacy BlackSky incurred and expensed $47.6 million in debt issuance costs related to the Bridge Notes issued in February 2021 and the modification of existing debt arrangements at that time. These debt issuance costs consisted of 8.5 million shares of Legacy BlackSky class A common stock valued at $43.9 million that were issued to certain guarantors in conjunction with modification of Legacy BlackSky's SVB line of credit and $3.7 million paid to third-parties in cash.

The debt issuance costs were expensed because the Bridge Notes were being carried on the balance sheet at fair value. The modification of existing debt did not qualify as a troubled debt restructuring, nor did it result in the extinguishment of the debt.

12. Stockholders' Equity

Class A Common Stock

As of June 30, 2022, the Company was authorized to issue 300.0 million shares of Class A common stock and 100.0 million shares of preferred stock.

Issued and outstanding stock as of June 30, 2022 consisted of 120.9 million and 118.5 million shares of Class A common stock, respectively. The par value of each share of the class A common stock is $0.0001 per share.

The Company had reserved shares of Class A common stock for issuance in connection with the following:

	June 30, 2022	December 31, 2021
	(in thousands)	
Common stock warrants (exercisable for class A common stock) treated as equity	1,770	1,770
Stock options outstanding	4,690	5,022
Restricted stock units outstanding	6,848	10,959
Public Warrants (exercisable for class A common stock) treated as liability	15,813	15,813
Private Placement Warrants (exercisable for class A common stock) treated as liability	8,325	8,325
Shares available for future grant	141,628	140,951
Total class A common stock reserved	179,074	182,840

The Company has approximately 2.4 million Sponsor Earn-Out Shares that are subject to specific lock-up provisions and potential forfeitures depending upon the post-Merger performance of the Company's Class A common stock, and therefore, are required to be recorded as derivative liabilities at their fair value and adjusted to fair value at each reporting period. As a result, as of June 30, 2022 and December 31, 2021, the Company's derivative liabilities in the unaudited condensed consolidated balance sheets included Sponsor Shares of $3.3 million and $4.7 million, respectively. The Company recorded a $1.4 million gain on derivatives in the Company's unaudited condensed consolidated statements of operations and comprehensive loss for the six months ended June 30, 2022 related to the fair value adjustments of these Sponsor Earn-Out Shares. The Sponsor Earn-Out Shares have the following provisions:

	Terms
Contractual Life	Seven years from the closing date of the Merger
Release Provision	Exactly half of the Sponsor Earn-Out Shares have a release provision ("Release") at such time that the volume weighted average price ("VWAP") is equal to, or greater than, $15.00 per share for ten of any twenty consecutive trading days. The remaining Sponsor Shares Release at such time that the VWAP is equal to, or greater than, $17.50 per share for the of any twenty consecutive trading days. There is an additional provision for acceleration of the Release upon a defined change in control.
Forfeiture Provision	If, within the seven year period, the Sponsor Earn-Out Shares have not met the Release provisions, the Sponsor Earn-Out Shares will automatically forfeit and be cancelled.

13. Net Loss Per Share of Class A Common Stock

The following table includes the calculation of basic and diluted net (loss) income per share:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands except per share information)			
Loss from continuing operations	$ (26,278)	$ (34,563)	$ (46,266)	$ (203,119)
Loss from discontinued operations	—	(1,022)	—	(1,022)
Net loss available to common stockholders	$ (26,278)	$ (35,585)	$ (46,266)	$ (204,141)
Basic and diluted net loss per share - continuing operations	$ (0.22)	$ (0.61)	$ (0.40)	$ (3.87)
Basic and diluted net loss per share - discontinued operations	—	(0.02)	—	(0.02)
Basic and diluted net loss per share	$ (0.22)	$ (0.63)	$ (0.40)	$ (3.89)
Shares used in the computation of basic and diluted net loss per share	118,112	56,704	116,803	52,434

The potentially dilutive securities listed below were not included in the calculation of diluted weighted average common shares outstanding, as their effect would have been anti-dilutive during the three and six months ended June 30, 2022 and 2021.

	Three and six months ended June 30,	
	2022	2021
	(in thousands)	
Restricted class A common stock	100	580
Common Stock warrants	1,770	11,331
Stock options	4,690	2,643
Restricted stock units	6,848	8,946
Public Warrants (exercisable for class A common stock) treated as liability	15,813	—
Private Placement Warrants (exercisable for class A common stock) treated as liability	8,325	—
Sponsor earn-out shares	2,372	—
Series A redeemable convertible preferred stock	—	789
Series B and B-1 redeemable convertible preferred stock	—	4,714
Series C redeemable convertible preferred stock	—	20,189
2021 Convertible Bridge Notes as converted into common stock	—	7,870
Class A common stock warrants (exercisable for common stock) treated as liability	—	3,917
Class A common stock warrants (as exercised for Class A Common Stock) treated as liability in connection with the Rights Offering	—	52
Common stock issuable for consent fees treated as a liability	—	315
Series B preferred stock warrants	—	117
Series C preferred stock warrants	—	97

14. Stock-Based Compensation

The Company adopted two equity incentive plans in prior years. Legacy BlackSky issued equity and equity-based awards under its 2014 stock incentive plan (the "2014 Plan") and 2011 stock incentive plan (the "2011 Plan", together with the 2014 Plan, collectively the "Plans"), which are now administered by the Company's board of directors. The Plans are no longer active; however, outstanding awards granted under these Plans will not be affected. Both Plans allowed the board of directors to grant stock options, designated as incentive or nonqualified, and stock awards to employees, officers, directors, and consultants. Stock options were granted with an exercise price per share equal to at least the estimated fair value of the underlying class A common stock on the date of grant. The vesting period was determined through individual award agreements and was generally over a four-year period. Awards generally expired 10 years from the date of grant. As of June 30, 2022, the Company had41 thousand and 1.6 million options outstanding, respectively, under the 2011 and 2014 Plans.

The stock-based compensation expense attributable to continuing operations was included in the unaudited condensed consolidated statements of operations and comprehensive loss as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands)			
Imagery & software analytical service costs, excluding depreciation and amortization	$ 304	$ —	$ 1,105	$ —
Engineering & systems integration costs, excluding depreciation and amortization	44	—	165	—
Selling, general and administrative	2,638	264	11,956	772
Total stock-based compensation expense	$ 2,986	$ 264	$ 13,226	$ 772

For the three and six months ended June 30, 2021, the Company did not record any stock-based compensation expense for the restricted stock units ("RSU"s) granted during that time for which vesting only commenced upon satisfaction of a performance condition. This performance condition attributable to the RSUs was not deemed probable until occurrence of the Merger as the Merger was not within the control of Legacy BlackSky. Additionally, the Company recorded stock-based compensation related to capitalized internal labor for software development activities of $0.4 million and $0 during the three months ended June 30, 2022 and 2021, respectively, and $1.0 million and $0 during the six months ended June 30, 2022 and 2021, respectively. These amounts are included in property, plant, and equipment - net on the unaudited condensed consolidated balance sheets.

Stock Options

Following the Merger, the outstanding stock options issued under the 2014 Plan may be exercised (subject to their original vesting, exercise and other terms and conditions) to purchase a number of shares of class A common stock equal to the number of shares of Legacy BlackSky class A common stock, as adjusted for the common stock exchange ratio, subject to the same terms and conditions as were applicable to such Legacy BlackSky stock option (each an “Assumed Company Stock Option”). The exercise price per share of each Assumed Company Stock Option was equal to the quotient obtained by dividing the exercise price per share applicable to such Legacy BlackSky stock option by the common stock exchange ratio.

The Black-Scholes option pricing model is used to determine the fair value of options granted. The Company utilized assumptions concerning expected term, a risk-free interest rate, and expected volatility to determine such values. A summary of the weighted-average assumptions used by the Company is presented below for the six months ended June 30, 2022; there were no stock options awarded during the six months ended June 30, 2021:

Fair value per common share	$2.10
Weighted-average risk-free interest rate	3.20 %
Volatility	33.90 %
Expected term (in years)	8.0
Dividend rate	0 %

Legacy BlackSky historically adjusted the exercise price of certain outstanding stock options. For each award with an adjusted exercise price, Legacy BlackSky calculated the incremental fair value, which was the excess of the fair value of the modified award over the fair value of the original award immediately before the modification. The incremental fair value was recognized as stock-based compensation expense immediately to the extent that the modified stock option already had vested, and for stock options that were not yet vested, the incremental fair value has been recognized as stock-based compensation expense over the remaining vesting period.

A summary of the Company's stock option activity under the Plans during the six months ended June 30, 2022 is presented below:

	Options	Weighted-Average Exercise Price	Weighted Average Contractual Term	Aggregate Intrinsic Value
	(in thousands)		(in years)	(in thousands)
Outstanding - January 1, 2022	5,022	$ 4.4914		
Granted	294	2.1000		
Exercised	(584)	0.0431		
Forfeited	(42)	0.0121		
Outstanding - June 30, 2022	4,690	4.9357	8.52	$ 3,310
Exercisable - June 30, 2022	1,005	0.5100	6.56	1,810

For options exercised, intrinsic value is calculated as the difference between the estimated fair value on the date of exercise and the exercise price. The total intrinsic value of options exercised during the six months ended June 30, 2022 and 2021 was $1.5 million and $4.4 million, respectively. The total fair value of options vested during the six months ended June 30, 2022 and 2021 was $0.2 million and $0.4 million, respectively.

As of June 30, 2022, there was $2.8 million of total unrecognized compensation cost, which is expected to be recognized over a weighted-average period of 3.3 years.

Restricted Stock Awards

In the year ended December 31, 2020, the Company granted restricted stock awards ("RSA")s, which vest based upon the individual award agreements and generally vest over a three to four-year period. These shares are deemed issued as of the date of grant, but not outstanding until they vest. The Company intends to settle the RSAs in stock, and the Company has the shares available to do so.

A summary of the Company's nonvested RSA activity during the six months ended June 30, 2022 is presented below:

	Restricted Stock Awards	Weighted-Average Grant-Date Fair Value
	(in thousands)	
Nonvested - January 1, 2022	335	$ 0.0121
Vested	(156)	0.0121
Canceled	(79)	0.0121
Nonvested - June 30, 2022	100	0.0121

The Company has not granted any RSAs since 2020.

As of June 30, 2022, there was $1 thousand of total unrecognized compensation cost related to nonvested RSAs granted under the Plan, which is expected to be recognized over a weighted-average period of 1.7 years. The total grant date fair value of shares vested during the six months ended June 30, 2022 was $2 thousand.

Restricted Stock Units

The Company granted an aggregate of 1.4 million RSUs to certain employees and service providers during the six months ended June 30, 2022 under the 2021 Plan. The general vesting provisions are that 25% will vest on the one-year anniversary of the vesting commencement date and 75% will vest ratably over twelve consecutive quarters on specified quarterly vesting dates, with the first of such quarterly vesting dates occurring at least three months after the vesting of the initial 25% of the RSUs. During March 2022, 155 thousand RSUs were granted with a different vesting schedule, whereby 50% will be vest annually on the anniversary of the vesting commencement date.

A summary of the Company's nonvested RSU activity during the six months ended June 30, 2022 is presented below:

	Restricted Stock Units	Weighted-Average Grant-Date Fair Value
	(in thousands)	
Nonvested - January 1, 2022	10,959	$ 6.7675
Granted	1,429	1.8851
Vested	(5,336)	6.9981
Canceled	(204)	6.7167
Nonvested - June 30, 2022	6,848	5.5709

A significant portion of the pre-Merger RSU grants vested in accordance with the vesting schedule of 180 days subsequent to the Merger. During the six months ended June 30, 2022, 2.1 million of the vested RSUs were used to satisfy payroll tax withholding obligations, which was recorded to additional paid-in capital totaling $4.0 million. Unrecognized compensation costs related to nonvested restricted stock units totaled $18.9 million as of June 30, 2022, which is expected to be recognized over a weighted-average period of 2.2 years.

15. Related Party Transactions

A summary of the Company's related party transactions during the six months ended June 30, 2022 is presented below:

Name	Nature of Relationship	Description of the Transactions	Amount Due to Related Party as of June 30, 2022	December 31, 2021
			(in thousands)	
Seahawk	Debt Issuer	In 2019, the Company raised and converted $18.4 million from prior debt into new, outstanding debt and issued 13.5 million warrants to purchase Legacy BlackSky common stock.	$ 19,977	$ 19,977
Intelsat	Debt Issuer	In 2019, the Company entered into a term loan facility for $50.0 million and issued 20.2 million warrants to purchase Legacy BlackSky common stock.	54,149	54,149

Name	Nature of Relationship	Description of the Transactions	Total Payments in the six months ended June 30, 2022	2021	Amount Due to Related Party as of June 30, 2022	December 31, 2021
			(in thousands)			
LeoStella	Joint Venture	Design, development and manufacture of multiple satellites	$ 17,149	$ 11,226	$ 1,537	$ 8,381
X-Bow	Equity Method Investee	In 2017, the Company received stock in X-Bow. As of June 30, 2022, the Company had a 15.1% investment in X-Bow and had one Board seat. As described in Note 6, the Company has engaged X-Bow to develop a rocket for the Company.	—	1,865		—
Palantir Technologies	Strategic Partner	Multi-year software subscription agreement for $8.0 million	756	—	—	—
Ursa Space Systems	Strategic Partner	The chairman of the Company's board of directors, Will Porteous, is also an investor and member of the board of directors of Ursa Space Systems.	333	—	—	83

Interest on the term loan facility is accrued and compounded annually. No significant interest payments were made in the six months ended June 30, 2022 or 2021. The Company had interest due to related parties in the amount of $2.0 million as of June 30, 2022, which has been recorded as accrued interest.

16. Fair Value of Financial Instruments

Recurring basis

The following tables present information about the Company's liabilities that are measured at fair value on a recurring basis as of June 30, 2022 and December 31, 2021, as well as indicate the fair value hierarchy level of the valuation techniques and inputs that the Company utilized to determine such fair value:

June 30, 2022	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Input (Level 2)	Significant Other Unobservable Inputs (Level 3)
		(in thousands)	
Liabilities			
Public Warrants	$ 6,483	$ —	$ —
Private Placement Warrants	—	—	3,663
Sponsor Shares	—	—	3,285
	$ 6,483	$ —	$ 6,948

December 31, 2021	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Input (Level 2)	Significant Other Unobservable Inputs (Level 3)
		(in thousands)	
Liabilities			
Public Warrants	$ 8,697	$ —	$ —
Private Placement Warrants	—	—	3,496
Sponsor Shares	—	—	4,732
	$ 8,697	$ —	$ 8,228

The carrying values of the following financial instruments approximated their fair values as of June 30, 2022 and December 31, 2021 based on their maturities: cash and cash equivalents, restricted cash, short-term investments, accounts receivable, prepaid expenses and other current assets, accounts payable, accrued liabilities, leases payable and other current liabilities.

There were no transfers into or out of any of the levels of the fair value hierarchy during the six months ended June 30, 2022 or 2021.

Changes in the fair value of the Level 3 liabilities during the six months ended June 30, 2021 of $15.5 million included the Private Placement Warrants, Sponsor Shares, Legacy BlackSky preferred stock warrants and Consent Fees. The following is a summary of changes in the fair value of the Level 3 liabilities during the six months ended June 30, 2022:

	Sponsor Shares	Private Placement Warrants
	(in thousands)	
Balance, January 1, 2022	$ 4,732	$ 3,496
(Gain) loss from changes in fair value	(1,447)	167
Balance, June 30, 2022	$ 3,285	$ 3,663

17. Commitments and Contingencies

Legal Proceedings

In the normal course of business, the Company may become involved in various legal proceedings which, by their nature, may be inherently unpredictable and which could have a material effect in the unaudited condensed consolidated financial statements, taken as a whole.

As of June 30, 2022, the Company was not aware of any additional pending, or threatened, governmental actions or legal proceedings to which the Company is, or will be, a party that, if successful, would result in a material impact to its business or financial condition or results of operations.

Other Contingencies

The Company analyzed its unique facts and circumstances related to potential obligations in a certain state jurisdiction, including the delivery nature of its prior year intercompany services, payroll and other benefits-related services, current shared services between the parent and subsidiaries, and changing state laws and interpretations of those laws, and has determined that the Company may have an indirect tax obligation.

The Company has continued correspondence with the applicable authorities in an effort toward identifying a taxpayer-favorable resolution of the potential liabilities. The Company has recognized a liability including interest and penalties based on its best estimate as of June 30, 2022.

The following table summarizes the estimated indirect tax liability activity during the six months ended June 30, 2022:

	(in thousands)
Balance, January 1, 2022	$ 737
Payments	—
Adjustment to Expense	7
Balance, June 30, 2022	$ 744

The Company continues to analyze the additional obligations it may have, if any, and it will adjust the liability accordingly.

Other Commitments

The Company has commitments for multi-launch and integration services with launch services providers. As of June 30, 2022, the Company had a commitment forone launch, to include up to 2 satellites at future estimated launch dates for $1.7 million. The terms of the arrangement also allows for the Company to remanifest the satellites if significant delays in excess of 365 days or other inexcusable delays occur with the provider. Subsequent to remanifest efforts four months after the 365 days, the Company can request a refund of all recoverable costs. Payment terms are 15 days from invoice date.

The company entered into a commitment during the six months ended June 30, 2022 to provide a minimum guarantee of $3.0 million to a vendor as part of a reseller agreement in exchange for a license to promote and distribute products and services. We did not enter into any other material commitments during the six months ended June 30, 2022.

18. Concentrations, Risks, and Uncertainties

The Company maintains all cash and cash equivalents with one financial institution. Financial instruments that potentially subject the Company to concentrations of credit risk are primarily accounts receivable and cash deposits.

For the three months ended June 30, 2022 and 2021, revenue from customers representing 10% or more of the consolidated revenue from continuing operations was $7.1 million and $1.8 million, respectively, and $15.1 million and $6.1 million, respectively, for the six months ended June 30, 2022 and 2021. Accounts receivable related to these customers as of June 30, 2022 and December 31, 2021 was $0.8 million and $1.3 million, respectively.

Revenue from the U.S. federal government and agencies was $12.1 million and $6.2 million for the three months ended June 30, 2022 and 2021, respectively, and $23.2 million and $12.3 million for the six months ended June 30, 2022 and 2021, respectively. Accounts receivable related to U.S. federal government and agencies was $3.0 million and $2.6 million as of June 30, 2022 and December 31, 2021, respectively.

The Company generally extends credit on account, without collateral. Outstanding accounts receivable balances are evaluated by management, and accounts are reserved when it is determined collection is not probable. As of June 30, 2022 and December 31, 2021, the Company evaluated the realizability of the aged accounts receivable, giving consideration to each customer's financial history and liquidity position, credit rating and the facts and circumstances of collectability on each outstanding account, and did not have a significant reserve for uncollectible account.

19. Subsequent Events

The Company evaluated subsequent events through August 10, 2022 and determined that there have been no events that have occurred that would require adjustments to our disclosures or the unaudited condensed consolidated financial statements.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q. As discussed in the section titled "Special Note Regarding Forward Looking Statements," the following discussion and analysis contains forward looking statements that involve risks and uncertainties, as well as assumptions that, if they never materialize or prove incorrect, could cause our results to differ materially from those expressed or implied by such forward-looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those discussed in the section titled "Risk Factors" under Part I, Item IA of our Annual Report on Form 10-K. Unless the context otherwise requires, references in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" to "BlackSky", "the Company", "we", "us" and "our" refer to the business and operations of Legacy BlackSky and its consolidated subsidiaries prior to the Merger and to BlackSky Technology Inc. and its consolidated subsidiaries, following the closing of the Merger.

General Overview

On September 9, 2021, Osprey consummated the Merger with Legacy BlackSky. Immediately following the Merger, Osprey changed its name to "BlackSky Technology Inc." Legacy BlackSky survived the Merger and is now a wholly owned subsidiary of BlackSky. As a special purpose acquisition company, Osprey had no pre-Merger operations other than to identify and consummate a merger. Therefore, BlackSky's operations post-Merger are attributable to those of Legacy BlackSky and its subsidiaries, and references to "BlackSky" or the "Company" should be read to include BlackSky's wholly owned subsidiaries. References in this report to Company actions, assets/liabilities, or contracts may be references to actions taken, assets/liabilities held, or contracts entered into by one or more Company current subsidiaries; however the Company has distinguished between the actions taken by Legacy BlackSky or Osprey for certain time based, historical transactions.

The Company's results of operations and statements of assets and liabilities may not be comparable between periods as a result of the Merger.

Company Overview

We own and operate one of the industry's leading high-performance low earth orbit ("LEO") small satellite constellations. Our constellation is optimized to cost-efficiently capture imagery at high revisit rates where and when our customers need it. The orbital configuration of our constellation is designed to collect data on the most critical and strategic locations on Earth where we believe approximately 90% of the global GDP occurs. With fourteen satellites in orbit as of June 30, 2022, our constellation is able to image certain locations every hour, from dawn to dusk, providing our customers with insights and situational awareness throughout the day. Our satellites are designed with agile pointing capabilities that enable our customers to task our constellation on demand to collect specific locations of interest. Our tasking methodology employs proprietary artificial intelligence ("AI")-enabled software to efficiently collect images of the most important strategic and economic assets and areas of interest to our customers. We believe that our focus on critical strategies and economic infrastructure and the AI-enabled tasking of our constellation differentiates us from our competitors, who are dedicated primarily to mapping the entirety of the Earth every day and who, therefore, require hundreds of satellites to support their mission. Our focused approach enables us to deliver highly targeted and actionable intelligence with a smaller constellation that has the added benefit of greater operating and capital efficiencies.

Our Spectra AI software platform can, among other things, source millions of observations a day from our proprietary satellite constellation and from multiple external data sources including imaging, radar and radio frequency satellites, environmental sensors, asset tracking sensors, Internet-of-Things ("IoT") connected devices, internet-enabled narrative sources, and a variety of geotemporal data feeds. Spectra AI employs advanced, proprietary AI and machine learning ("ML") techniques to process, analyze, and transform these data feeds into alerts, information, and insights. Customers can access Spectra AI's data and analytics through easy-to-use web services or through platform application programming interfaces.

Our next generation satellites ("Gen-3"), expected to be operational during 2023, are designed to improve our imaging resolution even further and include advanced sensing technology for a broad set of imaging conditions, including nighttime, low-light, and a variety of weather conditions. We believe these advancements will expand the diversity and certainty of our analytics to continue to ensure our relevance to our customers. We believe the combination of our high-revisit, on-demand tasking small satellite constellation, our Spectra AI platform, and low constellation cost is disrupting the market for geospatial imagery and space-based data and analytics.

Our operating strategy is to continue to enhance the capabilities of our satellite constellation, to increase the number of third-party data sources processed by Spectra AI, and to expand our analytics offerings in order to increase the value we deliver to our customers. Our two operating assets—our satellite constellation and our Spectra AI software platform—are mutually reinforcing: as we capture ever more information about the world's most important strategic and economic assets and locations, our proprietary database expands and increases its utility; enabling us to better detect, understand, and predict changes that matter most to our customers. Our business has a natural and powerful "flywheel" effect: the more data we collect and analyze, the more valuable the insights we can deliver to our customers.

Our current customer base and end market mix are weighted towards U.S. and international defense and intelligence customers and markets. We believe there are significant opportunities to expand our imagery and software analytical services, as well as our engineering and systems integration offerings, to customers both domestically and internationally. In addition, our products and services can benefit customers in a variety of commercial markets including, but not limited to, energy and utilities, insurance, commodities, mining, manufacturing, maritime and supply chain logistics, financial services, agriculture, environmental monitoring, disaster and risk management, engineering and construction, and consumer behavior.

We offer a variety of pricing and utilization options for our imagery and software analytical service offerings, including usage-based pricing, subscriptions and transactional licenses. These options provide customers flexible options to utilize our imagery and software analytical services in a manner that best suits their business needs. We offer a range of pricing tiers that enables the customer to manage collection priorities, where during critical events they can pay a premium to prioritize their monitoring and collection requirements. At other times, customers can select lower priority collections to allow for more economical utilization. We currently derive revenue from variable and fixed pricing plans that allow our customers to choose what matters most to them—platform licensing-levels, priority for imagery tasking, and whether to apply analytics or monitoring capabilities overtop the imaging service.

Components of Operating Results

Revenue

Our revenue is generated by selling imagery and software analytics services through our Spectra AI platform and by providing engineering and systems integration services to strategic customers on a project basis.

- **Imagery and Software Analytical Services Revenue**
    - ***Imagery:*** We offer our customers high-revisit, on-demand high resolution electro optical satellite imaging services. Through our Spectra AI platform, customers can directly task our proprietary satellite constellation to collect and deliver imagery over specific locations, sites, and regions that are critical to their operations. We offer customers several service level options that include basic plans for on-demand tasking or multi-year assured access programs, where customers can secure priority access and imaging capacity at a premium over a region of interest on a take or pay basis.
    - ***Data, Software, and Analytics:*** Our analytics services are also offered on a consumption or subscription basis and provide customers with access to our site monitoring, event monitoring and global data services. We leverage our proprietary AI and ML algorithms to analyze data coming from both our proprietary sensor network and third-party space based and terrestrial sources in real-time to provide data, insights, and analytics for our customers. We provide services related to object, change and anomaly detection, site monitoring, and enhanced analytics through which we can detect key pattern of life changes in critical locations. These critical locations can include strategic locations and infrastructure such as ports, airports, and construction sites; retail activity;

commodities stockpiles; and other sites that contain critical commodities and supply chain information.

We continue to enhance and integrate our offerings by performing capability development for customers while retaining the intellectual property rights. We provide technology enabled professional service solutions to support customer-specific software development requests, integration, testing, and training in order to embed our imagery and software analytical services into the customers organizational processes. We also provide software systems engineering development to support the efforts of certain customers to manage mass quantities of data.

We expect continued imagery and software analytical services revenue growth in the year ending December 31, 2022, as compared to the prior year as a result of increases in our satellite capacity and sales orders driven by stronger customer demand.

- **Engineering and Systems Integration Revenue—**We develop and deliver advanced launch vehicle, satellite and payload systems for specific strategic customers that desire to leverage our capabilities in mission systems engineering and operations, ground station operations, software, analytics and systems development. These systems are sold to government customers under fixed price contracts and are often bundled with our imagery services offerings. In certain cases, we retain rights to intellectual property for developed technology of certain systems, and this paid effort offsets some of our product development effort.

We expect engineering and systems integration revenue growth as we continue to provide customers with unique engineering solutions and deliver critical design reviews.

Costs and Expenses

Our costs and expenses are incurred from the following categories:

- Imagery and software analytical services costs primarily include internal aerospace and geospatial software development labor, third-party data and imagery, internal labor to support the ground stations and space operations, and cloud computing and hosting services. Costs are expensed as incurred except for incremental costs to obtain a contract, primarily sales commissions, which are capitalized and amortized to selling, general and administrative expenses on a systematic basis consistent with the transfer of goods and services. Expense related to stock-based payments is classified in the unaudited condensed consolidated statements of operations and comprehensive loss based upon the classification of each employees' cash compensation. We recognize stock-based compensation expense for those employees whose work supports the imagery and software analytical service costs we provide to customers, under imagery and software analytical service costs, excluding depreciation and amortization.

- Engineering and systems integration costs primarily include the cost of internal labor for design, integration, and engineering in support of long-term development contracts for launch vehicle, satellite, and payload systems. We also incur subcontract direct materials and external labor costs to build and test specific components, such as the communications system, payload demands, and sensor integration. We recognize stock-based compensation expense for those employees who provide engineering and systems integration support to customers, under engineering and systems integration costs, excluding depreciation and amortization.

Operating Expenses

Our operating expenses are incurred from the following categories:

- Selling, general, and administrative expense consists of salaries and benefit costs, development costs, professional fees, and other expenses which includes other personnel-related costs, stock-based compensation expenses for those employees who generally support our business and operations, and occupancy costs. Our development costs include internal labor costs to develop critical real-time software and geospatial analytic solutions and solution enhancements, including mapping, analysis, site target monitoring, and news feeds.

- Research and development expense consists of employees' salaries, taxes, and benefits costs incurred for data science modeling and algorithm development related to our Spectra AI platform, and for the unique and strategic development efforts to support our long-term strategy. In addition, we began employing and classifying third-party vendors who fulfill our unique and strategic projects as research and development expense. We intend to continue to invest appropriate resources in research and development efforts, as we believe that investment is critical to maintaining our competitive position.
- Depreciation expense is related to property and equipment which mainly consists of operational satellites. Amortization expense is related to intangible assets which mainly consists of customer relationships.

Results of Operations for the Three and Six Months Ended June 30, 2022 and 2021

The following table provides the components of results of operations for the three and six months ended June 30, 2022 and 2021. Period to period comparisons are not necessarily indicative of future results.

	Three Months Ended June 30, 2022	Three Months Ended June 30, 2021	$ Change	% Change	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021	$ Change	% Change
	(dollars in thousands)							
Revenue								
Imagery & software analytical services	$ 13,350	$ 5,118	$ 8,232	160.8 %	$ 23,122	$ 11,116	$ 12,006	108.0 %
Engineering & systems integration	1,752	2,247	(495)	(22.0)%	5,876	3,543	2,333	65.8 %
Total revenue	15,102	7,365	7,737	105.1 %	28,998	14,659	14,339	97.8 %
Costs and expenses								
Imagery & software analytical service costs, excluding depreciation and amortization	5,350	4,171	1,179	28.3 %	11,257	8,550	2,707	31.7 %
Engineering & systems integration costs, excluding depreciation and amortization	4,436	2,237	2,199	98.3 %	9,484	3,367	6,117	181.7 %
Selling, general and administrative	17,739	8,827	8,912	101.0 %	40,275	17,305	22,970	132.7 %
Research and development	106	—	106	NM	252	28	224	800.0 %
Depreciation and amortization	9,177	3,537	5,640	159.5 %	16,568	6,301	10,267	162.9 %
Satellite impairment loss	—	18,407	(18,407)	NM	—	18,407	(18,407)	NM
Operating loss	(21,706)	(29,814)	8,108	27.2 %	(48,838)	(39,299)	(9,539)	(24.3)%
(Loss) gain on derivatives	(4,646)	(967)	(3,679)	(380.5)%	3,494	(14,975)	18,469	123.3 %
Income on equity method investment	1,213	767	446	58.1 %	1,470	963	507	52.6 %
Interest income	178	—	178	NM	178	—	178	NM
Interest expense	(1,275)	(1,270)	(5)	(0.4)%	(2,530)	(2,438)	(92)	(3.8)%
Other expense, net	(42)	(3,279)	3,237	98.7 %	(40)	(147,370)	147,330	100.0 %
Loss before income taxes	(26,278)	(34,563)	8,285	24.0 %	(46,266)	(203,119)	156,853	77.2 %
Income tax (expense) benefit	—	—	—	— %	—	—	—	— %
Loss from continuing operations	(26,278)	(34,563)	8,285	24.0 %	(46,266)	(203,119)	156,853	77.2 %
Discontinued operations:								
Loss from discontinued operations	—	(1,022)	1,022	NM	—	(1,022)	1,022	NM
Income tax (expense) benefit	—	—	—	— %	—	—	—	— %
Loss from discontinued operations, net of income taxes	—	(1,022)	1,022	NM	—	(1,022)	1,022	NM
Net loss	$ (26,278)	$ (35,585)	$ 9,307	26.2 %	$ (46,266)	$ (204,141)	$ 157,875	77.3 %

- NM - Fluctuation in terms of percentage change is not meaningful.

Revenue

	Three Months Ended June 30, 2022	Three Months Ended June 30, 2021	$ Change	% Change	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021	$ Change	% Change
	(dollars in thousands)							
Imagery & software analytical revenue	$ 13,350	$ 5,118	$ 8,232	160.8 %	$ 23,122	$ 11,116	$ 12,006	108.0 %
% of total revenue	88.4 %	69.5 %			79.7 %	75.8 %		
Engineering & systems integration revenue	1,752	2,247	(495)	(22.0)%	5,876	3,543	2,333	65.8 %
% of total revenue	11.6 %	30.5 %			20.3 %	24.2 %		
Total revenue	$ 15,102	$ 7,365	$ 7,737	105.1 %	$ 28,998	$ 14,659	$ 14,339	97.8 %

Imagery and Software Analytical Services Revenue

Imagery and software analytical services revenue significantly increased for the three and six months ended June 30, 2022, as compared to the same period in 2021, primarily driven by increased imagery and monitoring and analytical orders from existing customers and several firm-fixed price subscription contracts with new domestic and international customers. In the three and six months ended June 30, 2022, we were awarded a subscription contract to deliver advanced high frequency imagery services with an initial contract value of $85.8 million, over a five-year base period, with future year options that, if exercised, would increase the contract value to over $1.0 billion and increase the contract term up to ten years. This contract is expected to have a material impact to future revenue. In the three and six months ended June 30, 2022, we were awarded a multi-million dollar contract to provide on-demand satellite monitoring & analytics for an international government, which significantly contributed to the increased revenue in the quarter ended June 30, 2022 compared to the same period in 2021. In addition, monitoring and analytics revenue also increased primarily from fulfillment of renewed firm fixed price contract for economic activity monitoring. Expansion of our constellation after placing seven satellites into orbit in 2021, and the growing capabilities of our constellation also contributed to meeting increased customer demand for imagery, monitoring and analytical orders.

Engineering and Systems Integration Revenue

Engineering and systems integration revenue increased for the six months ended June 30, 2022, as compared to the same period in 2021, primarily due to an increase in the percentage completion of two contracts, driven by achievement of critical design milestones and delivery of major components of the contract requirements. Engineering and systems integration revenue decreased for the three months ended June 30, 2022, as compared to the same period in 2021, primarily due to an unfavorable one-time cumulative revenue adjustment of $1.4 million resulting from an increased estimate to complete on critical engineering and equipment costs on two contracts.

Costs and Expenses

	Three Months Ended June 30,		$	%	Six Months Ended June 30,		$	%
	2022	2021	Change	Change	2022	2021	Change	Change
				(dollars in thousands)				
Imagery & software analytical service costs, excluding depreciation and amortization	$ 5,350	$ 4,171	$ 1,179	28.3 %	$ 11,257	$ 8,550	$ 2,707	31.7 %
Engineering & systems integration costs, excluding depreciation and amortization	4,436	2,237	2,199	98.3 %	9,484	3,367	6,117	181.7 %
Total costs	$ 9,786	$ 6,408	$ 3,378	52.7 %	$ 20,741	$ 11,917	$ 8,824	74.0 %

Imagery and Software Analytical Service Costs

Imagery and software analytical service costs increased for the three and six months ended June 30, 2022, as compared to the same period in 2021, primarily driven by data sourced from different sensors such as synthetic aperture radar, third-party service costs such as, increased hosting costs due to increased data volumes and maintaining the growth of our satellite and ground stations networks, and third-party subcontractor costs to meet specific needs of new customer programs. Additionally, we recorded $0.3 million and $1.1 million, respectively, of stock-based compensation expense during the three and six months ended June 30, 2022 primarily related to vesting of restricted stock units ("RSUs") triggered by the successful completion of the Merger.

Engineering and Systems Integration Costs

Engineering and systems integration costs increased for the three and six months ended June 30, 2022, as compared to the same period in 2021, primarily attributable to non-recurring engineering design costs and material procurement costs incurred for customer contracts associated with the Gen-3 satellites. The increase was also due to an increase in the estimate to complete on two contracts, which, given the accounting treatment for customer supported projects, immediately increased engineering and systems integration costs by $4.6 million for the six months ended June 30, 2022 as compared to the prior period. For the three and six months ended June 30, 2022, excluding the immediate forward loss related to these projects of $2.7 million and $3.7 million, respectively, engineering and systems integration costs would have been $1.7 million and $5.8 million, respectively.

Selling, General, and Administrative

	Three Months Ended June 30, 2022	Three Months Ended June 30, 2021	$ Change	% Change	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021	$ Change	% Change
	(dollars in thousands)							
Stock-based compensation expense	$ 2,637	$ 264	$ 2,373	898.9 %	$ 11,956	$ 772	$ 11,184	NM
Salaries and benefit costs	8,705	5,219	3,486	66.8 %	16,606	9,920	6,686	67.4 %
Development costs	235	160	75	46.9 %	253	314	(61)	(19.4)%
Professional fees	1,201	1,060	141	13.3 %	2,519	2,230	289	13.0 %
Information technology, recruiting, and other administrative expenses	941	727	214	29.4 %	2,615	1,732	883	51.0 %
Selling and marketing	2,105	857	1,248	145.6 %	2,619	1,239	1,380	111.4 %
Rent expense	670	488	182	37.3 %	1,224	994	230	23.1 %
Insurance	1,245	52	1,193	NM	2,483	104	2,379	NM
Selling, general and administrative	$ 17,739	$ 8,827	$ 8,912	101.0 %	$ 40,275	$ 17,305	$ 22,970	132.7 %

- NM - Fluctuation in terms of percentage change is not meaningful.

Selling, general, and administrative expense increased during the three and six months ended June 30, 2022, as compared to the same periods in 2021, primarily driven by several factors. For the six months ended June 30, 2022 as compared to the six months ended June 30, 2021, stock-based compensation expense increased approximately $11.2 million related to vesting of RSUs, of which a significant portion vested 180 days following the closing of the Merger. Salaries and payroll-related benefits increased significantly due to headcount growth in software engineers, executive and administrative functions. In addition, our public company insurance costs increased as a result of the Merger. For the three months ended June 30, 2022 as compared to the same period in 2021, stock-based compensation expenseincreased approximately $2.4 million from the prior year related to the vesting of RSUs, of which a significant portion was not recognized until the third quarter of 2021 when the Merger was completed.

The following is our forecast for total RSU expense as of June 30, 2022, which, in addition to the amounts recognized in selling, general, and administrative expenses, includes the portion that will be capitalized or classified in imagery and software analytical service costs and engineering and systems integration costs:

	(in thousands)
For the remainder of 2022	$ 6,377
For the years ending December 31,	
2023	7,266
2024	3,085
2025	2,016
2026	164
	$ 18,908

Research and Development

	Three Months Ended June 30,		$	%	Six Months Ended June 30,		$	%
	2022	2021	Change	Change	2022	2021	Change	Change
	(dollars in thousands)							
Research and development	$ 106	$ —	$ 106	NM	$ 252	$ 28	$ 224	800.0 %

- NM - Fluctuation in terms of percentage change is not meaningful.

Research and development expense increased for the three and six months ended June 30, 2022 as compared to the same periods in 2021. Much of our ongoing development efforts are either charged to engineering and systems integration costs or development costs in selling, general and administrative expenses, The increase was driven by contracting third-party vendors who fulfill our unique and strategic projects as research and development expense.

Depreciation and Amortization

	Three Months Ended June 30,		$	%	Six Months Ended June 30,		$	%
	2022	2021	Change	Change	2022	2021	Change	Change
	(dollars in thousands)							
Depreciation of satellites	$ 8,666	$ 3,066	$ 5,600	182.6 %	$ 15,768	$ 5,378	$ 10,390	193.2 %
Depreciation of all other property and equipment	371	129	242	187.6 %	519	243	276	113.6 %
Amortization	140	342	(202)	(59.1)%	281	680	(399)	(58.7)%
Depreciation and amortization	$ 9,177	$ 3,537	$ 5,640	159.5 %	$ 16,568	$ 6,301	$ 10,267	162.9 %

Depreciation expense from satellites increased for the three and six months ended June 30, 2022 as compared to the same periods in 2021. The increases were driven by six satellites placed in service in the second half of 2021 and two satellites placed in service in the first half of 2022.

Depreciation expense from all other property and equipment increased for the three and six months ended June 30, 2022, as compared to the same periods in 2021, primarily driven by capitalization of software in 2022 and additional computer equipment that was placed into service.

Amortization expense decreased for the three and six months ended June 30, 2022, as compared to the same periods in 2021, primarily as a result of in-process research and development from a prior acquisition being fully amortized in 2021.

Satellite Impairment Loss

We recorded a satellite impairment loss for the three and six months ended June 30, 2021 resulting from the loss of two of our satellites, which occurred on May 15, 2021 when a rocket carrying those satellites suffered a failure during flight. This resulted in an impairment loss of $18.4 million, the full carrying value of the satellites, recorded to earnings during the three and six months ended June 30, 2021. The $18.4 million loss included satellite procurement, launch, shipping, launch support, and other associated costs. There were no satellite impairment losses in the three and six months ended June 30, 2022.

Non-Operating Expenses

	Three Months Ended June 30, 2022	Three Months Ended June 30, 2021	$ Change	% Change	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021	$ Change	% Change
	(dollars in thousands)							
(Loss) gain on derivatives	$ (4,646)	$ (967)	$ (3,679)	(380.5)%	$ 3,494	$ (14,975)	$ 18,469	123.3 %
Income on equity method investment	1,213	767	446	58.1 %	1,470	963	507	52.6 %
Interest income	178	—	178	NM	178	—	178	NM
Interest expense	(1,275)	(1,270)	(5)	(0.4)%	(2,530)	(2,438)	(92)	(3.8)%
Other expense, net	(42)	(3,279)	3,237	98.7 %	(40)	(147,370)	147,330	100.0 %

- NM - Fluctuation in terms of percentage change is not meaningful.

(Loss) gain on derivatives

Fluctuations in our equity warrants and other equity instruments that we classify as derivative liabilities and measure at fair value are significantly driven by our common stock price; these instruments generated a loss during the three months ended June 30, 2022 and a gain during the six months ended June 30, 2022.

During the three and six months ended June 30, 2021, we recorded losses on derivative liabilities related to the fluctuation of fair value of outstanding warrants to purchase Legacy BlackSky stock and consent fees related to the Intelsat and Seahawk secured term loan.

Income on equity method investment

The fluctuations in earnings from our equity method investment is directly related to the operating performance of our joint venture LeoStella and was consistent year over year.

Interest income

Interest income increased during the three and six months ended June 30, 2022 as a result of our short-term investments purchased in 2022.

Interest expense

Interest expense was consistent year over year.

Other expense, net

Other expenses were significantly higher during the three and six months ended June 30, 2021 as compared to the same periods in 2022, primarily due to an initial loss of $99.7 million upon issuances of the Bridge Notes and Bridge Notes Rights Offering executed in the first half of 2021 as the fair value of these notes and the accompanying Legacy BlackSky common shares and Class A common stock warrants that were granted to certain investors was in excess of the proceeds received.

We also incurred $47.7 million in debt issuance costs related to the Bridge Notes and the modification of existing debt arrangements. We expensed the debt issuance costs because the Bridge Notes were carried in the unaudited condensed consolidated balance sheets at fair value. Upon consummation of the Merger, the Bridge Notes and associated warrant liabilities were converted to equity and extinguished. We do not expect similar charges in future periods.

Included in other expense, net for the three and six months ended June 30, 2022 is the forgiveness of a non-trade receivable of $75.0 thousand related to payroll taxes.

Non-GAAP Financial Measures

In addition to our results determined in accordance with GAAP, management utilizes certain non-GAAP performance measures, Adjusted EBITDA, and free cash flow for purposes of evaluating our ongoing operations and for internal planning and forecasting purposes. Our management and board of directors believe that these non-GAAP operating measures, when reviewed collectively with our GAAP financial information, provide useful supplemental information to investors in assessing our operating performance.

Adjusted EBITDA

Adjusted EBITDA is defined as net income or loss attributable to us before interest income, interest expense, income tax expense or benefit, depreciation and amortization, as well as significant non-cash and/or non-recurring expenses as our management believes these items are not useful in evaluating our core operating performance. These items include, but are not limited to, realized loss on conversion of Bridge Notes, stock-based compensation expense, unrealized (gain) loss on certain warrants/shares classified as derivative liabilities, satellite impairment loss, (gain) loss on debt extinguishment, loss from discontinued operations, net of income taxes, severance, income on equity method investment, transaction-related legal settlements, and transaction costs associated with equity instruments accounted for as derivative liabilities. We have presented Adjusted EBITDA because it is a key measure used by our management and board of directors to understand and evaluate our operating performance, generate future operating plans and make strategic decisions regarding the allocation of capital. In particular, we believe that the exclusion of certain items in calculating Adjusted EBITDA can produce a useful measure for period-to-period comparisons of our business. Accordingly, we believe that Adjusted EBITDA provides useful information in understanding and evaluating our operating results. In addition, we believe that Adjusted EBITDA provides additional information for investors to use in evaluating our ongoing operating results and trends. This non-GAAP measure provides investors with incremental information for the evaluation of our performance after isolation of certain items deemed unrelated to our core business operations.

Adjusted EBITDA is presented as a supplemental measure to our GAAP measures of performance. When evaluating Adjusted EBITDA, you should be aware that we may incur future expenses similar to those excluded when calculating this measure. In addition, our presentation of this measure should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. Furthermore, our computation of Adjusted EBITDA may not be directly comparable to similarly titled measures computed by other companies, as the nature of the adjustments that other companies may include or exclude when calculating Adjusted EBITDA may differ from the adjustments reflected in our measure. Because of these limitations, Adjusted EBITDA should not be considered in isolation, nor should this measure be viewed as a substitute for the most directly comparable GAAP measure, which is net loss. We compensate for the limitations of non-GAAP measures by relying primarily on our GAAP results. You should review the reconciliation of our net loss to Adjusted EBITDA below and not rely on any single financial measure to evaluate our performance.

The table below reconciles our net loss to Adjusted EBITDA for the three and six months ended June 30, 2022 and 2021:

	Three Months Ended June 30, 2021		Six Months Ended June 30,	
	2022	2021	2022	2021
	(in thousands)			
Net loss	$ (26,278)	$ (35,585)	$ (46,266)	$ (204,141)
Interest income	(178)	—	(178)	—
Interest expense	1,275	1,270	2,530	2,438
Depreciation and amortization	9,177	3,537	16,568	6,301
Loss on issuance of Bridge Notes, including debt issuance costs expensed for debt carried at fair value	—	3,288	—	147,387
Stock-based compensation expense	2,986	264	13,226	772
Loss (gain) on derivatives	4,646	967	(3,494)	14,975
Satellite impairment loss	—	18,407	—	18,407
Loss from discontinued operations, net of income taxes	—	1,022	—	1,022
Severance	705	—	705	—
Income on equity method investment	(1,213)	(767)	(1,470)	(963)
Forgiveness of non-trade receivable	75	—	75	—
Adjusted EBITDA	$ (8,805)	$ (7,597)	$ (18,304)	$ (13,802)

Free Cash Flow

We define free cash flow as cash flows used in, or provided by, operating activities—continuing operations plus cash flows used in, or provided by, operating activities—discontinued operations less purchase of property and equipment and satellite procurement work in process. We have presented free cash flow because it is used by our management and board of directors as an indicator of the amount of cash we generate or use and to evaluate our ability to satisfy current and future obligations and to fund future business opportunities. Accordingly, we believe that free cash flow provides useful information to investors and others, enhancing the overall understanding of our ability to satisfy our financial obligations and pursue business opportunities, and allowing for greater transparency with respect to a key financial metric used by our management in their financial and operational decision-making.

Free cash flow is not defined by GAAP and should not be considered in isolation of, or as an alternative to, measures prepared in accordance with GAAP. There are a number of limitations related to the use of free cash flow rather than net cash from (used in) operating activities, which is the most directly comparable GAAP equivalent. Some of these limitations are:

- free cash flow is not a measure of cash available for discretionary expenditures since we have certain non-discretionary obligations such as debt repayments or capital lease obligations that are not deducted from the measure; and
- other companies, including companies in our industry, may calculate free cash flow differently, which reduces its usefulness as a comparative measure.

The table below reconciles our net cash used in operating activities to free cash flow for the six months ended June 30, 2022 and 2021:

	Six Months Ended June 30, 2022	
	2022	2021
	(in thousands)	
Net cash used in operating activities	$ (27,789)	$ (21,112)
Purchase of property and equipment	(5,289)	(207)
Satellite procurement work in process	(20,208)	(11,205)
Free cash flow	$ (53,286)	$ (32,524)
Net cash used in investing activities	$ (68,958)	$ (11,419)
Net cash (used in) provided by financing activities	(4,012)	53,817

Liquidity and Capital Resources

As of June 30, 2022, our existing sources of liquidity included cash and cash equivalents and short-term investments. Our cash and cash equivalents excluding restricted cash totaled $64.8 million and $165.6 million as of June 30, 2022 and December 31, 2021, respectively, and our short-term investments totaled $43.8 million and $0 as of June 30, 2022 and December 31, 2021, respectively. We have incurred losses and generated negative cash flows from operations since our inception in September 2014. As of June 30, 2022, we had an accumulated deficit of $517.2 million.

Our short-term liquidity as of June 30, 2022 was comprised of the following:

	(in thousands)
Cash and cash equivalents	$ 64,827
Restricted cash[(1)]	2,518
Short-term investments[(2)]	43,833
	$ 111,178

[(1)] Restricted cash expires by March 31, 2023.
[(2)] Short-term investments are included in cash flows from investing activities in the unaudited condensed consolidated statements of cash flows.

We expect cash and cash equivalents and cash generated from operating activities to be sufficient to meet our working capital and capital expenditure needs for the foreseeable future. Our future long-term capital requirements will depend on many factors including our growth rate, the timing and extent of spending to support solution development efforts, the expansion of sales and marketing activities, the ongoing investments in technology infrastructure, the introduction of new and enhanced solutions, and the continuing market acceptance of our solutions. From time to time, we may seek additional equity or debt financing to fund capital expenditures, strategic initiatives or investments and our ongoing operations. We do not have a line of credit or access to immediate funds and we are not subject to any financial or minimum cash metrics. If we decide, or are required, to seek additional financing from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, financial condition and results of operations could be adversely affected.

Funding Requirements

We expect our expenses to increase as we continue to invest in sales, marketing and products to increase our market share. We will also continue to incur capital expenditures as we procure and launch satellites to increase image collection capacity, as well as investing in our Gen-3 satellites and Spectra AI software platform to significantly expand our product capabilities in the future.

Short-term liquidity requirements

As of June 30, 2022, our current assets were approximately $124.4 million, consisting primarily of cash and cash equivalents, restricted cash, short-term investments, trade receivables, prepaid expenses and other current assets, and contract assets.

As of June 30, 2022, our current liabilities were approximately $23.2 million, consisting primarily of accounts payable and accrued liabilities, contract liabilities, and other non-recurring current liabilities. Accordingly, we have sufficient cash and working capital to fund our short-term liquidity requirements.

Long-Term Liquidity Requirements

We anticipate that our most significant long-term liquidity and capital needs will relate to continued funding of operations, satellite development capital expenditures, launch capital expenditures, and ongoing investments in our Spectra AI platform and internal infrastructure that will enable us to scale the business efficiently and securely. We believe our current cash position, as well as a growing customer backlog, will be sufficient to cover forecasted capital needs and operating expenditures for the foreseeable future. Macroeconomic conditions and credit markets could also impact the availability and, or, the cost of potential future debt or equity financing.

Cash Flow Analysis

The following table provides a summary of cash flow data for the six months ended June 30, 2022 and 2021:

	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021	$ Change
	(in thousands)		
Net cash used in operating activities	$ (27,789)	$ (21,112)	$ (6,677)
Net cash used in investing activities[1]	(68,958)	(11,419)	(57,539)
Net cash (used in) provided by financing activities	(4,012)	53,817	(57,829)
Net (decrease) increase in cash, cash equivalents, and restricted cash	(100,759)	21,286	(122,045)
Cash, cash equivalents, and restricted cash – beginning of year	168,104	10,573	157,531
Cash, cash equivalents, and restricted cash – end of period	$ 67,345	$ 31,859	$ 35,486

(1) Includes purchase of $43.8 million of short-term investments not categorized as cash

Operating activities

For the six months ended June 30, 2022, net cash used in operating activities was approximately $27.8 million. The contributor to theincrease in cash used during the six months ended June 30, 2022 was the operating loss, adjusted for depreciation, amortization and stock-based compensation expense in the six months ended June 30, 2022 as compared to the six months ended June 30, 2021. The operating loss increase in the six months ended June 30, 2022 was primarily due to increased salaries and payroll-related benefits for headcount growth across the organization.

Investing activities

We continue to have significant cash outflows for satellite procurement and launch related services. In the six months ended June 30, 2022, net cash used in investing activities increased approximately $57.5 million, of which $43.8 million is the result of our investment in corporate debt and governmental securities, and the remainder is primarily cash paid for the procurement of satellites and other launch-related costs. We continue to fund the acquisition of property and equipment, which includes the internally developed capitalized software, as we add innovative new services and tools to our Spectra AI software platform.

Financing activities

The most significant impact in the change in cash flows from financing activities in the six months ended June 30, 2022 as compared to the six months ended June 30, 2021 was related to the $58.6 million loan proceeds from the Bridge Notes in the prior year.

Critical Accounting Policies and Estimates

The preparation of our unaudited condensed consolidated financial statements and related notes requires management to make judgments, estimates, and assumptions that affect the reported amounts of assets, liabilities, revenue, and expenses. Management has based its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

For a description of our significant accounting policies see Note 2—"Basis of Presentation and Summary of Significant Accounting Policies," of the notes to the unaudited condensed consolidated financial statements. An accounting policy is considered to be critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made, and if different estimates that reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur periodically, could materially impact the unaudited condensed consolidated financial statements. Management believes the following critical accounting policies reflect the more significant estimates and assumptions used in the preparation of our unaudited condensed consolidated financial statements.

Revenue Recognition

The recognition and measurement of revenue requires the use of judgments and estimates. Specifically, judgment is used in interpreting complex arrangements with nonstandard terms and conditions and determining when all criteria for revenue recognition have been met.

We primarily generate revenue from the sale of imagery, data, software, and analytics, including professional services, and engineering and systems integration from long-term construction contracts.

Identifying the performance obligations contained in a contract, determining transaction price, allocating transaction price, and determining when performance obligations are satisfied can require the application of significant judgment, as further discussed below.

Identifying the performance obligations in a contract

We execute contracts for a single promise or multiple promises. Specifically, our firm fixed price contracts typically include multiple promises which are accounted for as separate performance obligations. Significant judgment is required in determining performance obligations, and these decisions could change the amount of revenue and profit or loss recorded in each period.

Classification of Revenue

We classify revenue as imagery and software analytical services, and engineering and systems integration in our unaudited condensed consolidated statements of operations and comprehensive loss based on the predominant attributes of the performance obligations.

Determination of and Allocation of Transaction Price

Each customer purchase order sets forth the transaction price for the products and services purchased under the arrangement. For contracts with multiple performance obligations, we evaluate whether the stated selling prices for the products or services represent their standalone selling prices. When it is necessary to allocate the transaction price to multiple performance obligations, management typically uses the expected cost plus a reasonable profit margin to estimate the standalone selling price of each product or service. We also sell standard products or services with observable standalone revenue transactions. In these situations, the observable standalone revenue transactions are used to determine the standalone selling price.

Determination of when Performance Obligations are Satisfied

Imagery revenue is recognized at the point-in-time the customer receives access to the imagery, or ratably over the subscription period. In certain firm fixed price contracts that contain imagery where it is probable we will receive the full contract amount or the customer prepays for future services which may expire unused, our accounting policy for unexercised performance obligations is to recognize the estimated unused amount as revenue over time in proportion to the historical pattern of rights exercised by the customer. The unrecognized amount is recorded within contract liabilities on our unaudited condensed consolidated balance sheets. Software analytical services revenue derived from data, software, and analytics, including professional service solutions, is recognized from the rendering of services over time on a cost-plus-fixed-fee, firm fixed price, or a time and materials basis, or at the point-in-time the customer receives access to an analytic product. Engineering & systems integration revenue is primarily generated from fixed price long-term engineering and integration construction contracts. Due to the long-term nature of these contracts, we generally recognize revenue over time using a cost-to-cost measure of progress because it best depicts the transfer of control to the customer as we incur costs on the contracts. Under the percentage-of-completion cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs to complete the performance obligation(s). The estimation of total estimated costs at completion is subject to many variables and requires judgment. We recognize changes in contract estimates on a cumulative catch-up basis in the period in which the changes are identified. Such changes in contract estimates can result in the recognition of revenue in a current period for performance obligations which were satisfied or partially satisfied in a prior period. If at any time, the estimate of contract profitability indicates a probable anticipated loss on the contract, we recognize the total loss as and when known.

Equity Valuations

As there was not a market for Legacy BlackSky equity, valuations of Legacy BlackSky equity instruments required the application of significant estimates, assumptions, and judgments. These valuations impacted various amounts and accounting conclusions reflected in our unaudited condensed consolidated financial statements, inclusive of the recognition of equity-based compensation, debt discounts when debt issuances were accompanied by the issuance of equity (e.g., warrants), and the evaluation of whether beneficial conversion features existed within our convertible financial instruments. The following discussion provides additional details regarding the significant estimates, assumptions, and judgments that impacted the determination of the fair values of equity-based compensation awards, warrants, and the preferred stock and common stock that comprised our capital structure prior to the Merger. The following discussion also explains why these estimates, assumptions, and judgments could be subject to uncertainties and future variability.

Equity-Based Compensation

Legacy BlackSky issued equity and equity-based awards under our 2014 Plan and the 2011 Plan. Awards issued as of the year ended December 31, 2020 include stock options and restricted stock awards (“RSAs”). Subsequent to December 31, 2020, we also issued RSUs. Awards under these Plans were approved by the board of directors, and awards that have been canceled, forfeited, or expired are available for issuance in connection with BlackSky's 2021 Equity Incentive Plan.

For purposes of recognizing equity-based compensation related to RSAs, RSUs, and stock options granted to employees, management estimates the grant date fair values of such awards to measure the costs to be recognized for services received. For awards with time-based vesting conditions, we recognize compensation costs based upon the straight-line amortization of the grant date fair value of the awards over the requisite service period. When equity-based compensation awards include a performance condition, no compensation is recognized until the performance condition is deemed probable to occur; we then recognize compensation costs based on the accelerated attribution method, which accounts for awards with discrete vesting dates as if they were a separate award.

We now estimate the grant date fair value of RSAs and RSUs based upon the trading price of our Class A common stock. Our historical approach to estimating the fair value of Legacy BlackSky’s Class A common stock is subsequently described in the discussion of “Preferred Stock and Common Stock Valuations.” We estimated the fair value of Legacy BlackSky's stock options using the Black-Scholes option-pricing model, as subsequently described.

Stock Option and Class A Common Stock Warrant Valuations

Legacy BlackSky used the Black-Scholes option-pricing model to value all options and Class A common stock warrants. Estimating the fair value of stock options using the Black-Scholes option-pricing model requires the application of significant assumptions, such as the fair value of our Class A common stock, the estimated term of the options, risk-free interest rates, the expected volatility of the price of our Class A common stock, and an expected dividend yield. Each of these assumptions is subjective, requires significant judgement, and is based upon management's best estimates. If any of these assumptions were to change significantly in the future, equity-based compensation related to future awards may differ significantly, as compared with awards previously granted.

We have largely moved towards granting RSAs and RSUs to certain employees. We use the following inputs under Black-Scholes as follows:

Fair Value of Class A Common Stock—Refer to the subsequent discussion of "Preferred Stock and Common Stock Valuation" for a detailed discussion of the valuation techniques and assumptions applied to value the Class A common stock prior to the Merger. Subsequent to the Merger, our Class A common stock has been valued based upon our trading price.

Expected Dividend Yield—The Black-Scholes valuation model requires an expected dividend yield as an input. The dividend yield is based on historical experience and expected future changes. We currently have no plans to pay dividends on our Class A common stock and, accordingly, have assumed no dividend yield upon valuation of our stock options.

Expected Volatility—As there was no observable volatility with respect to our Legacy BlackSky Class A common stock, the expected volatility of our Legacy BlackSky and BlackSky Class A common stock was estimated based upon the historical share price volatility of guideline comparable companies.

Risk-free Interest Rate—The yield on actively traded, non-inflation indexed U.S. Treasury notes was used to extrapolate an average risk-free interest rate based on the expected term of the underlying grants.

Expected Term—For options granted in 2021, since there is not a history of option exercises as a public company, we considered the option vesting terms and contractual period, as well as the demographics of the holders, in estimating the expected term. For options granted prior to 2021, the expected term was the estimated duration to a liquidation event based on a weighted average consideration of the most likely exit prospects for that stage of development. Legacy BlackSky was privately funded and, accordingly, the lack of marketability was factored into the expected term of options granted. We will continue to review our estimate in the future and adjust it, if necessary, due to changes in our historical exercises.

Private Placement Warrants and Sponsor Earn-Out Shares

We classify the Private Placement Warrants and Sponsor Earn-Out Shares as long-term liabilities in our unaudited condensed consolidated balance sheets as of June 30, 2022. Each liability was initially recorded at fair value on the date of the Merger. The Private Placement Warrants are recorded at fair value using a Black-Scholes option pricing model and the Sponsor Earn-Out Shares are recorded at fair value using a Monte Carlo simulation model. These liabilities are re-measured to fair value at each subsequent reporting date and recorded to (loss) gain on derivatives on our unaudited condensed consolidated statements of operations and comprehensive loss. We will continue to adjust the liability for changes in fair value until the financial instruments are exercised, redeemed, cancelled or released.

The fair value models require inputs including, but not limited to, the fair value of our Class A common stock, the risk-free interest rate, expected term, expected dividend yield and expected volatility. The fair value of our Class A common stock is the closing stock price on the NYSE as of the measurement date. The risk-free interest rate assumption is determined by using U.S. Treasury rates for the same period as the expected terms of the financial instruments. The dividend yield assumption is based on the dividends expected to be paid over the expected life of the financial instruments. We have historically been a private company and lacked sufficient company-specific historical and implied volatility information. Therefore, the expected stock volatility is based on the historical volatility of a publicly traded set of peer companies. Changes in these assumptions can materially affect the estimate of the fair value of these instruments and ultimately the change in fair value.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Disclosure controls are procedures that are designed with the objective of ensuring that information required to be disclosed in our reports filed under the Exchange Act, such as this Quarterly Report on Form 10-Q, is recorded, processed, summarized, and reported within the time period specified in the SEC's rules and forms. Disclosure controls are also designed with the objective of reasonably ensuring that such information is accumulated and communicated to our management, including the chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure. Our management evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer (our "Certifying Officers"), the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of June 30, 2022. Based upon that evaluation, our Certifying Officers concluded that, as of June 30, 2022, our disclosure controls and procedures were effective at a reasonable assurance level.

In designing and evaluating the disclosure controls and procedures, management recognized that controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the Company will be detected.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting, (as defined in Rules 13a-15(d) or 15d-15(d) under the Exchange Act) during the quarter ended June 30, 2022 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we may be involved in claims and proceedings arising in the ordinary course of our business. The outcome of any such claims or proceedings, regardless of the merits, is inherently uncertain.

For a discussion of legal proceedings in which we are involved, see Note 17 to the financial statements and supplementary data included in Part I, Item I of this Quarterly Report on Form 10-Q.

ITEM 1A. RISK FACTORS

For risk factors relating to our business, please refer to the section entitled “Risk Factors” in our Form 10-K for the year ended December 31, 2021 and filed by us with the SEC on March 31, 2022. Any of those factors could result in a significant or material adverse effect on our results of operations or financial condition. Additional risk factors not presently known to us or that we currently deem immaterial may also impair our business or results of operations. We may disclose changes to such factors or disclose additional factors from time to time in our future filings with the SEC.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Not applicable.

ITEM 6. EXHIBITS

The documents listed below are incorporated by reference or are filed with this report, in each case as indicated therein.

Exhibit No.	Exhibit Description	Form	SEC File No.	Exhibit No.	Filing Date	Filed or Furnished Herewith
10.1†	NRO Contract, dated May 23, 2022, by and between the National Reconnaissance Office and BlackSky Technology Inc.					X
10.2+	Amendment to Offer Letter from BlackSky Technology Inc., to Henry Dubois, dated June 10, 2022.					X
10.3	Separation Agreement and Release, by and between Johan Broekhuysen and BlackSky Technology Inc., dated June 14, 2022 .					X
31.1	Certification of the Company's Chief Executive Officer, Brian O'Toole, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
31.2	Certification of the Company's Chief Financial Officer, Henry Dubois, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
32.1	Certification of the Company's Chief Executive Officer, Brian O'Toole, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X
32.2	Certification of the Company's Chief Financial Officer, Henry Dubois, pursuant to Section 906 of the Sarbanes- Oxley Act of 2002.					X
101.INS	Inline XBRL Instance Document					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					X

\+ Indicates management contract or compensatory plan.

† Certain portions of this exhibit have been omitted in accordance with Regulation S-K Item 601. The Registrant agrees to furnish an unredacted copy of the exhibit to the SEC upon request.

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.

August 10, 2022	BlackSky Technology Inc.
	By: /s/ Brian E. O’Toole Brian E. O'Toole Chief Executive Officer and Director (Principal Executive Officer)
	By: /s/ Henry Dubois Henry Dubois Chief Financial Officer (Principal Financial Officer)

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED. SUCH IDENTIFIED INFORMATION HAS BEEN REDACTEDFROM THIS EXHIBIT BECAUSE IT IS (1) NOT MATERIAL AND (2) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO. [redacted]22-C-0248

3. AWARD/EFFECTIVE DATE 05/23/2022

4. ORDER NUMBER

5. SOLICITATION NUMBER [redacted]21-R-0050

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME | b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE

[redacted]

10. THIS ACQUISITION IS ☒UNRESTRICTED OR ☐SET ASIDE: % FOR

☐SMALL BUSINESS

☐HUBZONE SMALL BUSINESS

☐SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

☐WOMAN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMAN-OWNED SMALL BUSINESS PROGRAM

☐EDWOSB

☐8 (A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐SEE SCHEDULE

12. DISCOUNT TERMS See Addenda

☒13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING [redacted]

14. METHOD OF SOLICITATION ☐RFQ ☐IFB ☐RFP

15. DELIVER TO CODE

See Addenda

16. ADMINISTERED BY CODE

See Block 9

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

BLACKSKY GEOSPATIAL SOLUTIONS INC
HERNDON, VA 20171

TELEPHONE NO.

☐17b. CHECK IF REMITTANCE IS DIFFERENTAND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

See Block 18b.

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Addenda (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

See Addenda

26. TOTAL AWARD AMOUNT (For Govt. Use Only) $85,894,483.00

☐27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ARE ☐ARE NOT ATTACHED

☒27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ARE ☐ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print) [redacted]

31c. DATE SIGNED

1 Type of Contract and Total Contract Value

The Contractor shall, in accordance with the terms and conditions set forth herein, furnish the necessary qualified personnel, services, travel, facilities and materials (except those specifically designated to be provided by the Government) and do all things necessary and incidental to complete the contractual effort in accordance with the Statement of Work.

(U) The total current contract value is **$85,894,483.00**.

CLIN 0001, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) Imagery Subscription

Firm Fixed Price	$85,844,483.00
Total	$85,844,483.00

		Quantity	Unit Price	Units	Total
0001AA	(U) Imagery Subscription	1	$85,844,483.00	Each	$85,844,483.00
[redacted]					

The total value of Contract Line Item 0001, and any modifications thereto are shown below:

	Firm Fixed Price	Total
BASIC	$85,844,483.00	$85,844,483.00

CLIN 0002, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) Studies

Firm Fixed Price	$50,000.00
Total	$50,000.00

		Quantity	Unit Price	Units	Total
0002AA	(U) Studies	1	$50,000.00	Each	$50,000.00

The total value of Contract Line Item 0002, and any modifications thereto are shown below:

	Firm Fixed Price	Total
BASIC	$50,000.00	$50,000.00

CLIN 0003 (Option), as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) RESERVED – Ad Hoc

CLIN 0004 (Option), as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) RESERVED - Special Imagery Requests, Ad Hoc Imagery (FFO)-TBD

CLIN 0005 (Option), as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) RESERVED - Other Special Imagery Request –TBD

CLIN 0006, as identified in this contract and in the total estimated amounts set forth below, is NSP as described in the description below.

Description: (U) Not Separately Priced

2 Statement of Work

The Government's Statement of Work listed below is incorporated by reference and made part of this contract as Attachment #1 as listed in the Incorporation of Attachments and Exhibits clause:

Statements of Work Title	Date
(U) E.O. Commercial Layer SOW	05/11/2022

3 Packaging and Marking

Packaging and marking of deliverable items called for hereunder shall be in accordance with:

(1) the Contractors best commercial practice and

(2) any delineated requirements in the Statement of Work required to insure safe arrival at the destination.

4 Packaging and Marking

Packaging and marking of deliverable items called for hereunder shall be in accordance with:

(1) the Contractors best commercial practice;

(2) any delineated requirements in the Statement of Work required to insure safe arrival at the destination; and

(3) in accordance with appropriate security requirements.

5 Quality Assurance Surveillance Plan

The Government's Quality Assurance Surveillance Plan (QASP) dated 5/11/2022 constitutes the inspection and acceptance procedures to be used for this contract. This QASP is hereby incorporated by reference and is made part of the contract as Attachment Attachment 5.

6 Ship To Address

[redacted] per the SOW

7 52.247-34 F.O.B. Destination (NOV 1991)

This clause is applicable to CLIN(s): **All CLINs.**

(a) The term "F.O.B. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

[redacted]

9 GOVERNMENT POINTS OF CONTACT

Title	Name	[redacted]
Contracting Officer	[redacted]	
COTR		
Program Manager		
Contract Negotiator		

10 Accounting and Appropriation Data

Contract Doc	CLIN	[redacted]	[redacted]	[redacted]	Dollars Obligated
BASIC	0001AA	[redacted]			$3,528,000.00

BASIC	0002AA	[redacted]	[redacted]	$16,167.00

Contract Doc	CLIN	[redacted]	Dollars Obligated
		Subtotal:	$3,544,167.00
		Total:	$3,544,167.00

11 CLIN Obligation and Value Summary

SUMMARY TOTAL OBLIGATED AND TOTAL VALUE BY CLIN		
CLIN	**Dollars Obligated**	**Total CLIN Value**
0001AA	$3,528,000.00	$85,844,483.00
0001	*$3,528,000.00*	*$85,844,483.00*
0002AA	$16,167.00	$50,000.00
0002	*$16,167.00*	*$50,000.00*
Total:	$3,544,167.00	$85,894,483.00

[redacted]

UNCLASSIFIED

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

UNCLASSIFIED

[redacted]

UNCLASSIFIED

[redacted]

[redacted]

UNCLASSIFIED

[redacted]

UNCLASSIFIED

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Number	Title
52.203-16	Preventing Personal Conflicts of Interest (JUN 2020)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.222-35	Equal Opportunity for Veterans (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-37	Employment Reports on Veterans (JUN 2020)
52.223-13	Acquisition of EPEAT-Registered Imaging Equipment (JUN 2014)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.224-3	Privacy Training (JAN 2017)
52.225-8	Duty-Free Entry (OCT 2010)
52.227-1	Authorization and Consent (JUN 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
52.228-5	Insurance -- Work on a Government Installation (JAN 1997)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.242-13	Bankruptcy (JUL 1995)
52.242-15	Stop-Work Order (AUG 1989)
52.246-4	Inspection of Services -- Fixed-Price (AUG 1996)

[redacted]

Number Title

[redacted]

18 52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

(a) *Definitions*. As used in this clause

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators request for documents and access to employees with information.

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require

(i)A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct*. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall
(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of the contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or :proprietary by the company. To the extend permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c)Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i)This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system Shall-

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system should provide for the following-

(A) Assignments of responsibility at a sufficiently high lever and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting;

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733)

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of Clause)

[redacted]

[redacted]

[redacted]

20 52.212-5 Alternate 3 Contract Terms and Conditions Required To Implement Statues or Executive Order -- Commercial Items (SEP 2021)(Alternate III)(DEC 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(2) 52.209-10, Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)
(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (**Public Laws** 108-77, 108-78) (19 U.S.C. 3805 note).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020) (31 U.S.C. 6101 note).

X (3) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (4) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (5) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

X (6) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212)

X (7) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793)

X (8) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212)

X (9) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (10) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627)

13027).

X (11) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O.13513).

X (12) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (13) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(c) Other clauses included in the By Ref clause list in the basic version of 52.212-5 and its Alternates may be identified as included By Ref clauses in addendum to this contract.

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015)

(v) 52.222-26, Equal Opportunity (SEPT 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xi) (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xvii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a)

(B) Alternate I (Jan 2017) of 52.224-3

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JAN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

21 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **6 months.**

22 52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 2022)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in

(1) Canada, and the anticipated value of the acquisition is $25,000 or more;

(2) Israel, and the anticipated value of the acquisition is $50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is $92,319 or more; or

(4) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $183,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the

Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies.*

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

23 52.222-54 Employment Eligibility Verification (MAY 2022)

(a) *Definitions.* As used in this clause
Commercially available off-the-shelf (COTS) item—
(1) Means any item of supply that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), bulk cargo means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.* (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employees assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

(i) *All new employees.* (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The

Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractors decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractors MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: *https://www.e-Verify.gov.*

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that

(1) *Is for-* (i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Is performed in the United States.

(3) Includes work performed in the United States.

(End of clause)

24 52.225-1 Buy American-Supplies (NOV 2021)

(a) *Definitions*. As used in this clause--

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply(including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means any item supplied to the Government as part of an end item or of another component.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both—

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings,

of forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

End product means supplies delivered under a line item of a Government contract.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States and the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

25 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

26 52.244-2 Subcontracts (JUN 2020)

(a) *Definitions.* As used in this clause --

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that --

1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

2) Is fixed-price and exceeds --
    (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or
    (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:
None

(e)
1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
    (i) A description of the supplies or services to be subcontracted.
    (ii) Identification of the type of subcontract to be used.
    (iii) Identification of the proposed subcontractor.
    (iv) The proposed subcontract price.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiation;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the contractor's purchasing system shall constitute a determination --

1) Of the acceptability of any subcontract terms or conditions;

2) Of the allowability of any cost under this contract; or

3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontract, which were evaluated during negotiations:

None

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51 Incorporation Of Attachments And Exhibits

The Attachments and/or Exhibits listed below are incorporated herein and made part hereof:

Attachment Number	Description	Date	No. Pages
1	Attachment 1_BlackSky SOW_20220511	05/19/2022	
2	Attachment 2_CDRLs - BlackSky	05/19/2022	
3	Attachment 3_DD254 BlackSky 22-C-0248	05/19/2022	
4	Attachment 4_Security Document Checklist - BlackSky	05/19/2022	
5	Attachment 5_QASP - BlackSky	05/19/2022	
6	Attachment 6_EULA USG Plus USGP-20211007	05/19/2022	
7	Attachment 7_EULA National Security NS-20211007	05/19/2022	
8	Attachment 8_EULA National Security Plus NSP-20211007	05/19/2022	
9	Attachment 9_EULA USG USG-20211007	05/19/2022	
10	Attachment 10_EULA Public Release PUB-20211007	05/19/2022	
11	Attachment 11_BlackSky Pricing Schedule	05/19/2022	
12	Attachment 12_MPP - BlackSky	05/19/2022	

Attachment Number	Description	Date	No. Pages
13	Attachment 13_BlackSky SAMS.GOV	05/19/2022	
14	Attachment 14_Intellectual Property Schedule - BlackSky	05/19/2022	
15	Attachment 15_Package_Content_Summary	05/19/2022	

BLACKSKY
Be The First To Know

June 11, 2022

Henry Dubois
Via email

Dear Henry:

This letter memorializes our mutual understanding regarding changes to your employment arrangement in light of your promotion to Chief Financial Officer of BlackSky Technology Inc. ("BlackSky" or the "Company") effective June 10, 2022. Unless otherwise modified in this letter, the terms of the August 18, 2021 Offer of Employment letter between you and the Company will remain unchanged.

1. **Incentive Compensation.** You are currently eligible to receive an annual bonus based on the achievement of certain Company and individual performance objectives that were previously determined by the compensation committee to the Board of Directors for the Company (the "Compensation Committee") under BlackSky's 2022 fiscal year bonus incentive program. Your target bonus incentive opportunity and the objectives applicable thereto for BlackSky's 2022 fiscal year will be changed as follows:

- For the period from January 1, 2022 through June 9, 2022, your target bonus incentive opportunity will remain equal to 75% of your base salary and weighted at 80% Company objectives and 20% individual performance objectives.
- Commencing June 10, 2022, your target bonus incentive opportunity will be 100% of your base salary and weighted at 100% Company objectives.

2. **New Long-Term Equity Awards.** The Compensation Committee approved the following awards under the Company's 2021 Equity Incentive Plan (the "Plan"):

- an award of 219,573 restricted stock units ("RSUs") covering shares of BlackSky common stock, with a vesting schedule that provides for vesting as to one-fourth of the RSUs on June 10, 2023, and on a quarterly basis thereafter as to one-sixteenth of the RSUs, in each case subject to your continued service through the applicable vesting date; and
- An option ("Option") to purchase 294,228 shares of BlackSky common stock with an exercise price of $2.10 per share, and with a vesting schedule for the Option that provides for vesting as to one-fourth of the shares subject to the Option on June 10, 2023, and on a monthly basis thereafter as to one forty-eighty (1/48th) of the shares subject to the Option on the same day of the month as the vesting commencement date (or the last day of the month, if there is no corresponding day in a given month), in each case subject to your continued service through the applicable vesting date.

As is customary, such RSUs and Option will be subject to separate award agreements under the Plan, which, along with the Plan, set out the details of the awards. No right to any stock is earned or accrued until such time that any vesting and other applicable conditions are met, nor does the grant confer any right to continue vesting or employment.

You previously entered into a Participation Agreement, dated August 18, 2021, under the Company's Executive Change in Control and Severance Plan as a Tier 2 Executive (as defined in such plan). For purposes of clarity, such Participation Agreement will remain in effect and you will remain a participant in such plan as a Tier 2 Executive.

To indicate your acceptance of the above modifications to your employment agreement, please sign below where indicated and return it to me.

Sincerely,

Brian O'Toole

CEO

ACCEPTED AND AGREED:

______________________________ Date: _______________

EXECUTION COPY

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made by and between Johan Broekhuysen ("Executive") and BlackSky Technology Inc. together with its Affiliates (collectively, the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). For the purpose of this Agreement, an "Affiliate" shall mean an entity that controls, is controlled by or under common control with BlackSky Technology Inc.

WHEREAS, Executive was employed at-will by the Company;

WHEREAS, Executive signed a Proprietary Information and Inventions Assignment Agreement with the Company on August 18, 2021 (the "Confidentiality Agreement");

WHEREAS, the Company and Executive have entered into a Restricted Stock Unit Agreement and a Stock Option Agreement, for awards dated December 21, 2021granting Executive the option to purchase shares of the Company's common stock subject to the terms and conditions of the Company's 2021 Equity Incentive Plan and the Stock Option Agreement (collectively the "Stock Agreements");

WHEREAS, the Executive is a participant in the Company's Executive Change in Control and Severance Plan dated August 18, 2021 (the "Severance Plan"), pursuant to which Executive is entitled to certain benefits in the event of the termination of employment without cause conditioned upon the execution of this Separation Agreement and Release;

WHEREAS, Executive has ceased to be Chief Financial Officer ("CFO") effective June 9, 2022 and will be separated from employment with the Company effective August 11, 2022 (the "Separation Date"); and

WHEREAS, the Parties wish to achieve a smooth transition and resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

COVENANTS

1. Consideration. In consideration of Executive's execution of this Agreement and Executive's fulfillment of all of its terms and conditions, provided that Executive does not revoke the Agreement under Section 6 below, and subject to Executives timely execution and return of the Confirming Release attached as Exhibit A on the Separation Date, the Company agrees as follows:

a. Transition Role and Separation. Effective June 9, 2022, Executive will no longer serve as CFO for the Company and will hold not authority to make any managerial decisions, directives or binding decisions on the Company. From June 10 through August 11, 2022, Executive will effectuate the transition of his functions as made known to him by the Company's CEO or CFO. Executive will continue to be paid his base salary through the Separation Date. Executive will use his best efforts to carry out transition responsibilities in a professional and productive manner. The Company will issue a press release regarding Executive's departure using language substantially as set forth in Exhibit B.

b. Separation Payment. The Company agrees to pay Executive an amount equal to 1 year of Executive's base salary of $385,000 Dollars, plus a prorated target bonus amount of $320,000, for a total payment of $705,000, less applicable withholdings. This payment will be made to Executive in a single lump sum payment within 60 days after the Separation Date.

c. COBRA Reimbursement. The Company shall reimburse Executive for the payments Executive makes for COBRA coverage for a period of up to twelve (12) months or, as to each group health plan as to which Executive elects COBRA coverage, until Executive has secured health insurance coverage through another employer for coverage similar to such group health plan, whichever occurs first, provided Executive timely elects and pays for continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), within the time period prescribed pursuant to COBRA. COBRA reimbursements shall be made by the Company to Executive consistent with the Company's normal expense reimbursement policy, provided that Executive submits documentation to the Company substantiating Executive's payments for COBRA coverage. Notwithstanding the preceding, if the Company determines in its sole discretion that it cannot provide COBRA reimbursement benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will instead provide the Executive a taxable payment in an amount equal to the monthly COBRA premium that the Executive would be required to pay to continue the Executive's group health coverage in effect on the date of termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether the Executive elects COBRA continuation coverage and will commence in the month following the month of the Separation Date and continue for the period of months indicated in this paragraph.

d. General. Executive acknowledges that without this Agreement, Executive is otherwise not entitled to the consideration listed in this Section 1.

2. Stock. Executive acknowledges that as of the Separation Date, Executive will not have vested in any restricted stock units or options. Executive acknowledges and agrees that Executive is not entitled to any capital stock, securities or other equity securities or any right to purchase or otherwise obtain shares of capital stock, securities or other equity interests of the Company.

3. Benefits. Executive's health insurance benefits shall cease on August 31, 2022, subject to Executive's right to continue Executive's health insurance under COBRA. Executive's participation in all benefits and incidents of employment, including, but not limited to, vesting in stock options, and the accrual of bonuses, vacation, and paid time off, ceased as of the Separation Date.

4. Payment of Salary and Receipt of All Benefits. Executive acknowledges and represents that, other than the consideration set forth in this Agreement, the Company and its agents have paid or provided all salary, wages, bonuses, accrued vacation/paid time off, notice periods, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Executive. Notwithstanding the foregoing, within 30 business days after the Separation Date, Executive will be paid for all un-reimbursed business expenses and accrued and unused paid time off incurred by Executive through the Separation Date (in accordance with usual Company guidelines and practices), to the extent Executive submits such expenses within 15 business days after the Separation Date.

5. Release of Claims. Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit

officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "Releasees"). Executive, on Executive's own behalf and on behalf of Executive's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement, including, without limitation:

a. any and all claims relating to or arising from Executive's employment relationship with the Company and the termination of that relationship;

b. any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims under the law of any jurisdiction, including, but not limited to, wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act, except as prohibited by law; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Executive Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act, except as prohibited by law; the Uniformed Services Employment and Reemployment Rights Act; the Virginians with Disabilities Act; the Virginia Human Rights Act; the Virginia Equal Pay Act; the Virginia Minimum Wage Act; the Virginia Wage Payment and Collection Act; Virginia genetic testing law; the Virginia Occupational Safety and Health Act; Virginia right to work law; the Virginia Fraud Against Taxpayers Act; and the Fairfax Human Rights Ordinance, Code of Fairfax County § 11-1-1 et seq.;

e. any and all claims for violation of the federal or any state constitution;

f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

g. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement; and

h. any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any rights Executive may have under this Agreement. Nothing in this Agreement shall be a waiver of claims that may arise after the date on which Executive signs this Agreement, except to the extent covered in the Confirming Release Agreement set forth in Exhibit A. This Agreement does not release claims that cannot be released as a matter of law, including any Protected Activity (as defined below), but does preclude any additional monetary recovery to Executive for any such claims as this Agreement provides employees will full monetary relief. Any and all disputed wage claims that are released herein shall be subject to binding arbitration in accordance with Section 18, except as required by applicable law. This release does not extend to any right Executive may have to unemployment compensation benefits or workers' compensation benefits, to the extent such claims cannot be released under applicable law. This release does not extend to any rights to any vested benefits to which Executive is entitled under the terms of the applicable employee benefit plan (excluding rights related to Company's equity incentive plans which are set forth in Section 2). Nothing in this Agreement shall waive any right Executive has to indemnification or advancement of expenses under (i) the certificate of incorporation, bylaws, operating agreement, or comparable documents of the Company or any affiliate or predecessor of the Company, (ii) any written agreement with the Company or any affiliate or predecessor of the Company, (iii) applicable law, or (iv) any insurance policy providing directors' and officers' coverage.

6. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) Executive has twenty-one (21) days within which to consider this Agreement; (c) Executive has seven (7) days following Executive's execution of this Agreement to revoke any ADEA claim released by this Agreement; (d) this Agreement shall not be effective with regard to a claim under the ADEA until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the 21-day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement. Executive acknowledges and understands that revocation must be accomplished by a written notification either hand delivered to the Company's office in Herndon, Virginia, to the attention of the Company's Chief Executive Officer, or sent by email to the Company's Chief Executive Officer with a copy to the Company's General Counsel prior to the Effective Date. The Parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period. The Parties further agree that the revocation provision contained in this paragraph are applicable only to claims arising out of the ADEA and not to any other claim released by this Agreement.

7. Unknown Claims. Executive acknowledges that Executive has been advised to consult with legal counsel and that Executive is familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in Executive's favor at the time of executing the release, which, if known by Executive, must have materially affected Executive's settlement with the Releasees. Executive, being aware of said principle, agrees to expressly waive any rights Executive may have to that effect, as well as under any other statute or common law principles of similar effect.

8. No Pending or Future Lawsuits. Executive represents that Executive has no lawsuits, claims, or actions pending in Executive's name, or on behalf of any other person or entity, against the Company

claims, or actions pending in Executive's name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Executive also represents that Executive does not intend to bring any claims on

Executive's own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

9. Application for Employment. Executive understands and agrees that, as a condition of this Agreement, Executive shall not be entitled to any employment with the Company, and Executive hereby waives any right, or alleged right, of employment or re-employment with the Company. Executive further agrees not to apply for employment with the Company and not otherwise pursue an independent contractor or vendor relationship with the Company.

10. Confidentiality. Subject to Section 21 below governing Protected Activity, Executive agrees to maintain in complete confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement (hereinafter collectively referred to as "Separation Information") unless and until such information has been publicly disclosed by Company. Except as required by law, Executive may disclose Separation Information only to Executive's immediate family members, the Court in any proceedings to enforce the terms of this Agreement, Executive's counsel, and Executive's accountant and any professional tax advisor to the extent that they need to know the Separation Information in order to provide advice on tax treatment or to prepare tax returns and must prevent disclosure of any Separation Information to all other third parties. Executive agrees that Executive will not publicize, directly or indirectly, any Separation Information.

11. Directors' and Officers' Liability Insurance. After the Separation Date, Executive will continue to receive directors' and officers' insurance coverage for his service as an officer of the Company under the Company's directors' & officers' insurance policies in amounts of coverage and terms and conditions at least as favorable as the amounts of coverage and terms and conditions applicable to the Company's then current directors and executive officers.

12. Trade Secrets and Confidential Information/Company Property. Executive reaffirms and agrees to observe and abide by the terms of the Confidentiality Agreement, specifically including the provisions therein regarding nondisclosure of the Company's trade secrets and confidential and proprietary information, and all restrictive covenants. Executive agrees that the above reaffirmation and agreement with the Confidentiality Agreement shall constitute a new and separately enforceable agreement to abide by the terms of the Confidentiality Agreement, entered and effective as of the Effective Date. Executive specifically acknowledges and agrees that any violation of the restrictive covenants in the Confidentiality Agreement shall constitute a material breach of this Agreement. Executive's signature below constitutes Executive's certification that Executive has returned all documents and other items provided to Executive by the Company, developed or obtained by Executive in connection with Executive's employment with the Company, or otherwise belonging to the Company, including, but not limited to, all passwords to any software or other programs or data that Executive used in performing services for the Company (including such information residing on Executive's personal computer, personal e-mail account, social media account, Cloud account, external data device, or mobile/smart phone) and any other property, record, document, or piece of equipment belonging to the Company. Executive expressly affirms that he does not have any copies of the Company's property, including any copies existing in electronic form, in his possession, custody, or control.

13. No Cooperation. Subject to Section 21 below governing Protected Activity, Executive agrees that Executive will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or as related directly to the ADEA waiver in this Agreement. Executive agrees both to promptly notify the Company upon

receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Executive shall state no more than that Executive cannot provide counsel or assistance.

14. Mutual Nondisparagement. Executive agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees, and agrees to refrain from any tortious interference with the contracts and relationships of any of the Releasees; provided, that nothing in this Section 13 shall prevent Executive from taking good faith actions to enforce this Agreement or restrict or limit Executive from providing truthful information in response to a subpoena, other legal process or governmental inquiry. Executive shall direct any inquiries by potential future employers to the Company's human resources department, which shall provide only the Executive's last position and dates of employment. The Company agrees to direct its directors and executive officers to refrain from any disparagement, defamation, libel, or slander of Executive; provided, that nothing in this Section 13 shall prevent the Company, its directors or executive officers, from taking good faith actions to enforce this Agreement or restrict or limit the Company, its directors or executive officers from providing truthful information in response to a subpoena, other legal process or governmental inquiry.

15. Breach. In addition to the rights provided in the "Attorneys' Fees" section below, Executive acknowledges and agrees that in the event of a final judicial determination that Executive has materially breached this Agreement, unless such breach constitutes a legal action by Executive challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, or of any provision of the Confidentiality Agreement, shall entitle the Company to recover and/or cease providing the consideration provided to Executive under this Agreement and to obtain damages, except as provided by law, provided, however, that the Company shall not recover One Hundred Dollars ($100.00) of the consideration already paid pursuant to this Agreement, and such amount shall serve as full and complete consideration for the promises and obligations assumed by Executive under this Agreement and the Confidentiality Agreement.

16. No Admission of Liability. Executive understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Executive. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Executive or to any third party.

17. [Intentionally Omitted]

18. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

19. ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR THE TERMS THEREOF, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (THE "FAA"). THE FAA'S SUBSTANTIVE AND PROCEDURAL RULES SHALL GOVERN AND APPLY TO THIS ARBITRATION AGREEMENT WITH FULL FORCE AND EFFECT, AND ANY STATE COURT OF COMPETENT JURISDICTION MAY STAY PROCEEDINGS PENDING ARBITRATION OR COMPEL ARBITRATION IN THE SAME MANNER AS A FEDERAL COURT UNDER THE FAA. EMPLOYEE AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYEE MAY BRING ANY SUCH ARBITRATION PROCEEDING ONLY IN EMPLOYEE'S INDIVIDUAL CAPACITY. ANY ARBITRATION WILL OCCUR IN FAIRFAX COUNTY, VIRGINIA,

INDIVIDUAL CAPACITY. ANY ARBITRATION WILL OCCUR IN FAIRFAX COUNTY, VIRGINIA, OR THE DISTRICT OF COLUMBIA, BEFORE JAMS, PURSUANT TO ITS EMPLOYMENT

ARBITRATION RULES & PROCEDURES ("JAMS RULES"), EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 18. THE PARTIES AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, APPLYING THE STANDARDS SET FORTH UNDER THE VIRGINIA RULES OF CIVIL PROCEDURE. THE PARTIES AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. THE PARTIES ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR MAY AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, WHERE PERMITTED BY APPLICABLE LAW. THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL VIRGINIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

20. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Executive or made on Executive's behalf under the terms of this Agreement. Executive agrees and understands that Executive is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Executive further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Executive's failure to pay or Executive's delayed payment of, federal or state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneys' fees and costs.

21. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Executive represents and warrants that Executive has the capacity to act on Executive's own behalf and on behalf of all who might claim through Executive to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

22. Protected Activity Not Prohibited. Executive understands that nothing in this Agreement shall in any way limit or prohibit Executive from engaging in any Protected Activity. For purposes of this Agreement, "Protected Activity" shall mean filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"). Executive understands that in connection with such Protected Activity, Executive is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information under the Confidentiality Agreement to any parties other than the Government Agencies. Executive further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications or attorney work product. Any language in the Confidentiality Agreement regarding Executive's right to engage in Protected Activity that conflicts with, or is contrary to, this paragraph is superseded by this Agreement. In addition, pursuant to the Defend Trade Secrets Act of 2016, Executive is notified that 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 (a) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, 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 individual's attorney 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. Finally, nothing in this Agreement constitutes a waiver of any rights Executive may have under the Sarbanes-Oxley Act or Section 7 of the National Labor Relations Act.

23. No Representations. Executive represents that Executive has had an opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

24. Section 409A. It is intended that this Agreement comply with, or be exempt from, Code Section 409A and the final regulations and official guidance thereunder ("Section 409A") and any ambiguities herein will be interpreted to so comply and/or be exempt from Section 409A. Each payment and benefit to be paid or provided under this Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Payments under Section 1 of this Agreement will be made at the earlier of the time specified in Section 1(b) or March 15, 2023. The Company and Executive will work together in good faith to consider either (i) amendments to this Agreement; or (ii) revisions to this Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Executive under Section 409A. In no event will the Releasees reimburse Executive for any taxes that may be imposed on Executive as a result of Section 409A.

25. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

26. Attorneys' Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

27. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Executive concerning the subject matter of this Agreement and Executive's employment with and separation from the Company and the events leading thereto and associated therewith and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and Executive's relationship with the Company, with the exception of the Severance Plan and the Confidentiality Agreement.

28. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and the Company's Chief Executive Officer.

29. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard for choice-of-law provisions. Executive consents to personal and exclusive jurisdiction and venue in the Commonwealth of Virginia.

30. Effective Date. Executive understands that this Agreement shall be null and void if not executed by Executive within the twenty-one (21) day period set forth under Section 6 above. Each Party has seven (7) days after that Party signs this Agreement to revoke it. This Agreement will become effective on the eighth (8th) day after Executive signed this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date").

31. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

32. Voluntary Execution of Agreement and Acknowledgments. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that:

(a) Executive has read this Agreement;

(b) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel;

(c) Executive understands the terms and consequences of this Agreement and of the releases it contains;

(d) Executive is fully aware of the legal and binding effect of this Agreement.

(e) Executive is fully aware that he is not entitled to the consideration of this Agreement in the absence of signing this Agreement; and

(f) The only consideration for signing this Agreement are the terms stated herein and no other promise, agreement, or representation of any kind has been made to Executive by any person or entity whatsoever to cause Executive to sign this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Johan Broekhuysen, an individual

Dated: 6/14/2022

DocuSigned by:
Johan Broekhuysen
7272A4B93242428...
Johan Broekhuysen

BLACKSKY TECHNOLOGY INC.

Dated: 6/14/2022

By: DocuSigned by:
B. O'T
88FB40E762A244C...
Brian O'Toole
Chief Executive Officer

EXECUTION COPY

Exhibit A

CONFIRMING RELEASE AGREEMENT

This Confirming Release Agreement ("Confirming Release") is made effective as of the last date of signature below (the "Release Effective Date") by and between Johan Broekhuysen ("Executive") and BlackSky Technology Inc., together with its Affiliates (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Capitalized terms used in this Agreement that are not otherwise defined have the meanings assigned to them in the Separation Agreement and Release between the Parties.

1. Consideration; Acknowledgment of Receipt of All Compensation. In exchange for the consideration referenced in Sections 1 and 3 of the Separation Agreement to which this Separation Date Release was attached as an exhibit, Executive hereby extends Executive's release and waiver of claims in Section 5 of the Separation Agreement to any claims that may have arisen between the Effective Date (as defined in the Separation Agreement) and the Release Effective Date, as well as any and all claims under the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Separation Date Release. Executive acknowledges and represents that, except as specifically set forth in the Separation Agreement, the Company and its agents have paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Executive.

2. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Separation Date Release. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Separation Date Release; (b) Executive has twenty-one (21) days within which to consider this Separation Date Release; (c) Executive has seven (7) days following Executive's execution of this Separation Date Release to revoke this Separation Date Release; (d) this Separation Date Release shall not be effective until after the revocation period has expired; and (e) nothing in this Separation Date Release or the Separation Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Separation Date Release and returns it to the Company in less than the 21-day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Separation Date Release. Executive acknowledges and understands that any revocation of this Separation Date Release must be accomplished by a written notification to the person executing this Separation Date Release on the Company's behalf that is received prior to the Separation Effective Date. The Parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period.

3. Incorporation of Terms of Separation Agreement. The Parties further acknowledge that the terms of the Separation Agreement shall apply to this Separation Date Release and are incorporated herein to the extent that they are not inconsistent with the express terms of this Separation Date Release.

that they are not inconsistent with the express terms of this Separation Date Release.

4. Return of Property. Executive confirms that he has met his obligations set forth in Section 4 of the Separation Agreement with respect to Executive's return of Company property.

5. Separation Date Release Effective Date. Executive understands that this Separation Date Release shall be null and void (i) if executed by Executive before the Separation Date (as defined in the Separation Agreement), (ii) if executed by Executive before the Separation Agreement becomes effective, or (iii) if not executed by Executive within twenty-one (21) days following the Separation Date (as defined in the Separation Agreement). This Separation Date Release will become effective on the eighth (8th) day after Executive signed this Separation Date Release, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Separation Effective Date"). The Company will provide Executive with the consideration provided by Sections 1 and 3 of the Separation Agreement in accordance with the terms of that agreement.

6. No Admission of Liability. Executive understands and acknowledges that this Separation Date Release constitutes a compromise and settlement of any and all actual or potential disputed claims by Executive. No action taken by the Company, either previously or in connection with this Separation Date Release, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Executive or to any third party.

7. Authority. The Company each represent and warrant that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Separation Date Release. Executive represents and warrants that Executive has the capacity to act on Executive's own behalf and on behalf of all who might claim through Executive to bind them to the terms and conditions of this Separation Date Release. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

8. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Separation Date Release voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against any of the Releasees. Executive acknowledges that:

(a) Executive has read this Separation Date Release;

(b) Executive (i) has until twenty-one (21) days from Separation Date (as defined in the Separation Agreement) to sign this Separation Date Release, and (ii) Executive cannot sign this Separation Date Release before the Separation Date (as defined in the Separation Agreement);

(c) Executive has been represented in the preparation, negotiation, and execution of this Separation Date Release by legal counsel of Executive's own choice or has elected not to retain legal counsel;

(d) Executive understands the terms and consequences of this Separation Date Release and of the releases it contains;

(e) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Separation Date Release or in the Separation Agreement; and

(f) Executive is fully aware of the legal and binding effect of this Separation Date Release.

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Johan Broekhuysen, an individual

Dated: _______________

____
Johan Broekhuysen

BLACKSKY TECHNOLOGY INC.

Dated: _______________

By: ____________________________________
Brian O'Toole
Chief Executive Officer

EXECUTION COPY

Exhibit B

[Intentionally Omitted]

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Brian O'Toole, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2022 of BlackSky Technology Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 10, 2022

/s/ Brian O'Toole

Brian O'Toole

President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Henry Dubois, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2022 of BlackSky Technology Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 10, 2022

/s/ Henry Dubois

Henry Dubois

Chief Financial Officer

(Principal Financial Officer)

Exhibit 32.1

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of BlackSky Technology Inc. (the "Company") on Form 10-K for the quarter ended June 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian O'Toole, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Brian O'Toole
Brian O'Toole
President, Chief Executive Officer
(Principal Executive Officer)
Date: August 10, 2022

Exhibit 32.2

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of BlackSky Technology Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Henry Dubois, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Henry Dubois
Henry Dubois
Chief Financial Officer
(Principal Financial Officer)
Date: August 10, 2022