

QZ Solutions Sp. z o. o.
Ozimska street 72 A, 45-310 Opole
KRS: 0000729698

END USER LICENSE AGREEMENT (EULA)

Opole, July 2019

End User License Agreement (EULA) is the contract between the licensor and purchaser, establishing the purchaser's right to use the software.

Paragraph 1 Definitions

1. QZ Solutions - shall means QZ Solutions Sp. z o. o. (KRS: 0000729698).
2. EULA - shall mean this standard End User License Agreement.
3. Confidential Information - shall means all non-public information relating to a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, including but not limited to the terms and conditions of this License, business methods, processes and practices, financial data, costing data, prices, research, marketing plans, technology and technical information, product designs, introduction dates, other business plans or related information of each party, its parent, subsidiaries, affiliated companies, suppliers or clients concerning past, present, or future business activities of said entities of any kind or nature. Confidential Information shall not include any information that:
 - 1) is or becomes part of the public domain without breach of any obligation owed to Disclosing Party;
 - 2) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party;
 - 3) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party or access to the Confidential Information of the Disclosing Party; or
 - 4) is received from a third party without any breach of obligation owed to Disclosing Party.

4. **Derivative Works** - shall mean any derivative work, information or data resulting from manipulation or analysis by the Licensee of data, values, information and/or content contained in the Product whether alone or in conjunction with other data, provided that such Derivative Work is not usable as a replacement for Product and is not capable of being reverse engineered to recreate the Product.
5. **Licensee** - shall means the legal commercial business entity, which is supplied with the Product by QZ Solutions.
6. **Licensee's Affiliate** - shall means:
 - 1) any company or other entity which directly or indirectly
 - a) controls the Licensee;
 - b) is controlled by the Licensee or;
 - c) is a controlled subsidiary of the controlling company or entity of the Licensee; or
 - 2) any other company declared, registered and previously authorized in writing by QZ Solutions.
7. **Product** - shall means the report based on any compatible imagery, i.e. raster file showing temporal pixel changes (anomalies), which only provides with the information of degree of anomaly, and no detailed classification of the changes. It does not include images used to process this anomaly report, such images being covered in the non-exclusive license to use imagery that is supplied separately.

Paragraph 2

Ownership of Product

1. All right, title, and interests in and to the Product belong to QZ Solutions, and all rights not expressly granted herein are reserved by QZ Solutions.
2. Licensee acknowledges and agrees that the foregoing license does not confer on Licensee any right, title or interest in any of QZ Solutions' patents, licenses, trade secrets, trademarks or copyrighted material.
3. Licensee is prohibited from distributing the Product in any manner except as expressly permitted by this License.
4. If the Product or any portion are modified, merged, incorporated, or combined into any software, hardware, or other data, or are converted or translated into another data format, they shall continue to be subject to the rights and obligations of this License, and

QZ Solutions and/or its licensors and suppliers retain ownership of all such Product and all such portions.

Paragraph 3

Permitted Uses

1. Permitted Uses:
 - 1) to access and use the Product solely for internal business purpose, which include internally generating analysis, information and modelling;
 - 2) subject to QZ Solutions proprietary rights in the Products, to include the Product in whole or in part in Licensee's internal database and to make limited modifications in connection with the use of the Product strictly for internal business purpose as described in Point 1 above;
 - 3) to alter, process, enhance, adapt, transform, modify, or otherwise exploit the Product to produce Derivative Works for internal purposes. This shall include but not be limited to the creation of extra features such as counting, measure, analytics, derive metrics, etc;
 - 4) to make copies of the Products provided that Licensee shall retain all QZ Solutions confidentiality and proprietary rights notices on all copies of the QZ Solutions Product and the QZ Solutions Confidential Information.

2. The Licensee is also granted the sub-license rights to make the Product available to Licensee's Affiliates and/or contractors and consultants, only for use on behalf of the Licensee, subject to such Licensee's Affiliate and/or contractors and consultants agreeing in writing, in advance:
 - 1) to be bound by the same limitations on use as applicable to the Licensee, and
 - 2) to return the Product to Licensee, and to keep no copy thereof, upon completion of the contracting or consulting engagement.

3. The Licensee shall guarantee that each Licensee's Affiliate and/or contractor or consultant complies with the provisions and restrictions provided in the present License, and shall indemnify and hold QZ Solutions harmless in connection thereto.

4. All rights not expressly granted by QZ Solutions under Paragraph 3 are hereby retained by QZ Solutions.

Paragraph 4

Prohibited Uses

1. The Licensee shall not, and shall guarantee that any Licensee's Affiliates and/or contractor or consultant engaged as per the provisions of Paragraph 3 does not, unless otherwise expressly provided in this License:
 - 1) sell, lease, rent, sub-license or transfer the Product to any third party in any manner whatsoever;
 - 2) reproduce, transmit, disseminate, or make available in any way the Product in whole or in part, to any third party not included in this License, by any means, free of charge or in return for;
 - 3) alter or remove any proprietary legend contained in or on the Product;
 - 4) use any type of electronic communication, including email and instant messaging services, to broadcast, publish; or payment; otherwise distribute the information to third parties not included in this License; or
 - 5) do anything not expressly permitted under Paragraph 3.

2. The Licensee acknowledges and agrees that the Product is the QZ Solutions proprietary information and Licensee is prohibited from selling, transferring, licensing, sublicensing, sharing or publishing in any way the QZ Solutions Products and any information or analysis which is derived, calculated or otherwise ascertained from the QZ Solutions Products. The foregoing is without prejudice to the rights granted under Paragraph 3. Any use or communication of the same shall be subject to prior written authorization of QZ Solutions.

3. The Licensee acknowledges and accepts that QZ Solutions can monitor the consumption of the Product (location, frequency, etc.).

Paragraph 5

Confidential Clause

1. For QZ Solutions, the Product is a Confidential Information.

2. Licensee agrees to hold the Product and any other Confidential Information of QZ Solutions in confidence, not to disclose the Product to any third parties, and not to use the Product for any purpose other than as explicitly permitted under the license in Paragraph 2.

3. Licensee agrees not to extract stand-alone data from or publish any part of the Product without the prior written consent of QZ Solutions.

4. Licensee agrees to take all reasonable steps consistent with industry standards to protect the Product from misappropriation or misuse.

5. QZ Solutions agrees to take all reasonable steps consistent with industry standards to protect the Confidential Information of Licensee from misappropriation or misuse.
6. QZ Solutions agrees to hold all Confidential Information of Licensee in confidence, not to disclose the Confidential Information of Licensee to any third parties, and not to use the Confidential Information of Licensee for any purpose other than as explicitly permitted under this Agreement.

Paragraph 6

Warranty and Liability

1. QZ Solutions declare that it has sufficient ownership rights in the Product to make the Product available to the Licensee under the terms hereof.
2. The product is delivered on a regular basis. QZ Solutions disclaim all warranties of non-infringement, merchantability, satisfactory quality, accuracy and fitness for particular purpose and Licensee's expectations and intended purpose, nor that the Product is free of bugs, errors, defects or omissions, and that operation of the Product will be error-free or uninterrupted nor that all non-conformities will or can be corrected. There are no express or implied warranties of fitness or merchantability given in connection with the use of the Product or any other warranty.
3. In no event shall QZ Solutions nor anybody having contributed to development and/or production and/or delivery of the Product, be liable for any claim, damage or loss incurred by the Licensee, including without limitation indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the Product, including those resulting from any errors, omission or delay in transmission of such Product or interruption in access to the service, and shall not be subject to legal action in this respect.
4. QZ Solutions disclaims all other warranties or liabilities not expressly provided in Paragraphs 2.1 and 2.4.
5. The financial cumulative liability of QZ Solutions and of anybody having contributed to the development and/or production and/or delivery of the Product shall in any case be limited to 500 € (five hundred EUR).

Paragraph 7

Final Provisions

1. Unless otherwise decided, this License shall run for one year as from the date of reception of the first deliverable by the Licensee under the UP42 service subscription and shall be automatically terminated at the term of its subscription.
2. QZ Solutions may, in addition to all other remedies to which it may be entitled under this License or at law, terminate this License by notice in writing if the Licensee breaches any provision hereof or in case of governmental restriction from the authorities. The Licensee shall have no claim to any kind of indemnity in this case.
3. Upon termination of this License, the Licensee shall return to QZ Solutions the Product and all copies thereof and the streaming access shall be automatically terminated.
4. Unless otherwise expressly provided in this License, the Licensee shall not transfer part or all of this License or any information related to the login and password to get access to the Product to any third party, and shall indemnify and hold QZ Solutions harmless in connection thereto.
5. In the event that any provision of this License is declared invalid or unenforceable, the remaining provisions hereof shall be applicable.
6. This License is governed by the laws of Poland. All disputes shall be referred to the court competent for the QZ Solutions headquarters.