

Non-exclusive license to use Count Objects

COUNT OBJECTS STANDARD LICENCE

Non-Exclusive Licence to use COUNT OBJECTS for External Commercial Purpose

By streaming and/or manipulating and/or using the PRODUCT, the LICENSEE signifies that it unconditionally accepts all the terms and conditions of the present licence agreement (hereinafter referred to as the "LICENCE"). The acceptance by the LICENSEE of this LICENCE is the condition upon which UP42 makes the PRODUCT available to the LICENSEE. The LICENSEE of the PRODUCT shall guarantee that the PRODUCT and any copy are used in strict compliance with the terms hereof.

This LICENCE is entered into by and between the LICENSEE and UP42.

Article 1 – Definitions

UP42: means UP42 GmbH.

CONFIDENTIAL INFORMATION 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 LICENCE, 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: (i) is or becomes part of the public domain without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) 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 (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

DERIVATIVE WORKS or DW: 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.

LICENSEE: means the legal commercial business entity, which is supplied with the PRODUCT by UP42.

LICENSEE'S AFFILIATE: means

- (a) any company or other entity which directly or indirectly (i) controls the LICENSEE; (ii) is controlled by the LICENSEE or (iii) is a controlled subsidiary of the controlling company or entity of the LICENSEE; or
- (b) any other company declared, registered and previously authorised in writing by UP42.

PLATFORM: means the technical infrastructure including the data portal and APIs on which UP42 agrees to make available the PRODUCT.

PRODUCT: means the processing algorithm Count Objects. It does not include images used to process the algorithm, such images being covered in the non-exclusive licence to use imagery that is supplied separately by the dedicated licensor.

Article 2 - Licence

2.1 Permitted Uses

- (a) to access and use the PRODUCT for internal purposes, which include internally generating analysis, information and modeling;
- (b) subject to UP42 proprietary rights in the PRODUCT, to include the PRODUCT on in LICENSEE'S internal server;
- (c) to process, enhance, or otherwise exploit the PRODUCT to produce DERIVATIVE WORKS for business purposes. This shall include but not be limited to the creation of extra features such as counting, measure, analytics, derive metrics, etc.

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, (I) to be bound by the same limitations on use as applicable to the LICENSEE, and (II) to return the PRODUCT to LICENSEE, and to keep no copy thereof, upon completion of the contracting or consulting engagement. The LICENSEE shall guarantee that each LICENSEE'S AFFILIATE and/or contractor or consultant complies with the provisions and restrictions provided in the present LICENCE, and shall indemnify and hold UP42 harmless in connection thereto.

All rights not expressly granted by UP42 under Article 2.1 are hereby retained by UP42.

2.2 Prohibited Uses

The LICENSEE shall not, and shall guarantee that any LICENSEE'S AFFILIATES and/or contractor or consultant engaged as per the provisions of Article 2.1 does not, unless otherwise expressly provided in this LICENCE:

- (a) sell, lease, rent, sub-license or transfer the PRODUCT to any third party in any manner whatsoever;
- (b) reverse engineer, disassemble or decompile any part of the PRODUCT or attempt to access or create the source code for the PRODUCT;
- (c) alter or remove any proprietary legend contained in or on the PRODUCT;
- (d) reproduce, transmit, disseminate, or make available in any way the PRODUCT in whole or in part, to any third party not included in this LICENCE, by any means, free of charge or in return for payment;
- (e) use any type of electronic communication, including email and instant messaging services, to broadcast, publish or otherwise distribute the information to third parties not included in this LICENCE;
- (f) use any automatic system to perform speed and access tests to the PLATFORM; or
- (g) do anything not expressly permitted under Article 2.1.

The LICENSEE acknowledges and accepts that UP42 can monitor the consumption of the PRODUCT (location, frequency, etc.).

2.2.2 Without prejudice of the rights granted under Article 2.1, the LICENSEE acknowledges and agrees that the PRODUCT is the UP42 proprietary information and Licensee is prohibited from selling, transferring, licensing, sublicensing, sharing or publishing in any way the UP42 PRODUCT and any information or analysis which is derived, calculated or otherwise ascertained from the UP42 PRODUCT. Any use or communication of the same shall be subject to prior written authorization of UP42.

Article 3 – Ownership and Confidentiality

3.1 Ownership. UP42 own all right, title, and interests in and to the PRODUCT, and all rights not expressly granted herein are reserved by UP42. 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 LICENCE, and UP42 and/or its licensors and suppliers retain ownership of all such PRODUCT and all such portions. Licensee is prohibited from distributing the PRODUCT in any manner except as expressly permitted by this LICENCE. LICENSEE acknowledges and agrees that the foregoing license does not confer on Licensee any right, title or interest in any of UP42's patents, licenses, trade secrets, trademarks or copyrighted material.

3.2 Confidentiality. The PRODUCT is the Confidential Information of UP42. Licensee agrees to hold the PRODUCT and any other Confidential Information of UP42 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 Article 2.1. LICENSEE agrees to take all reasonable steps consistent with industry standards to protect the PRODUCT from misappropriation or misuse. Licensee agrees not to extract stand-alone data from or publish any part of the PRODUCT without the prior written consent of UP42. UP42 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. UP42 agrees to take all reasonable steps consistent with industry standards to protect the Confidential Information of LICENSEE from misappropriation or misuse.

Article 4 – Warranty – Liability

1. UP42 warrants 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 provided on an as-is basis; UP42 expressly 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. UP42 disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.
3. In no event shall UP42 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.
The financial cumulative liability of UP42 and of anybody having contributed to the development and/or production and/or delivery of the PRODUCT shall in any case be limited to five hundred euros (500€).

Article 5 – Miscellaneous

1. Unless otherwise specified by UP42, this LICENCE shall run for one (1) year as from the date of reception of the first deliverable by the LICENSEE under the Airbus and/or UP42 service subscription and shall be automatically terminated at the term of its subscription.
2. UP42 may, in addition to all other remedies to which it may be entitled under this LICENCE or at law, terminate this LICENCE by notice in writing if the LICENSEE breaches any provision hereof or in case of governmental restriction from the French authorities. The LICENSEE shall have no claim to any kind of

indemnity in this case. Upon termination of this LICENCE, the LICENSEE shall return to UP42 the PRODUCT and all copies thereof and the streaming access shall be automatically terminated.

3. Unless otherwise expressly provided in this LICENCE, the LICENSEE shall not transfer part or all of this LICENCE or any information related to the login and password to get access to the PRODUCT to any third party, and shall indemnify and hold UP42 harmless in connection thereto.
4. In the event that any provision of this LICENCE is declared invalid or unenforceable, the remaining provisions hereof shall be applicable.
5. This LICENCE is governed by the laws of France. All disputes shall be referred to the courts of Toulouse, France.