

Vultus STANDARD LICENSE

Non-Exclusive License to use Vultus Services 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 License Agreement (hereinafter referred to as the "LICENCE"). The acceptance by the LICENSEE of this LICENCE is the condition upon which VULTUS AB 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 VULTUS AB.

1. Definitions

VULTUS or Vultus AB: means Vultus AB, an entity with the registration number 559074-4313.

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. 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.

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 VULTUS AB.

LICENSEE'S AFFILIATE: means 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.

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

PRODUCT: means the geospatial services, including but not limited to: Plant health, zoning, nitrogen management, moisture, fungicide, tractor prescription or timeseries analysis. Vultus may make specific pieces of code available to the LICENSEE to assist in the usage of the PRODUCT, these shall be included in, and have the same term and licence as the PRODUCT.

2. License

2.1 Permitted Uses

- (a) to access and use the PRODUCT for internal purposes, which include internally generating analysis, information and modeling;
- (b) 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 build new services, measure, analytics, derive metrics, etc.
- (c) to distribute and sell the outputs of the PRODUCT to third parties, including but not limited to, farmers, agronomists and governments.

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

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) reverse engineer, disassemble or decompile any part of the PRODUCT or attempt to access or create the source code for the PRODUCT;

2.2.2 Without prejudice of the rights granted under Article 2.1, the LICENSEE acknowledges and agrees that the PRODUCT is the Vultus proprietary information and nothing in this agreement transfers any rights to intellectual property.

3. Ownership and Confidentiality

3.1 Ownership. VULTUS AB own all right, title, and interests in and to the PRODUCT, and all rights not expressly granted herein are reserved by VULTUS AB. 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 VULTUS AB and/or its licensors and suppliers retain ownership of all such PRODUCT and all such portions. LICENSEE acknowledges and agrees that the foregoing license does not confer on LICENSEE any right, title or interest in any of VULTUS AB's patents, licenses, trade secrets, trademarks or copyrighted material.

3.2 Confidentiality. The PRODUCT is the Confidential Information of VULTUS AB. LICENSEE agrees to hold the PRODUCT and any other Confidential Information of VULTUS AB in confidence. VULTUS AB agrees to hold all Confidential Information of LICENSEE in confidence, not to disclose the Confidential Information of LICENSEE to any third parties. VULTUS AB agrees to take all reasonable steps consistent with industry standards to protect the Confidential Information of LICENSEE from misappropriation or misuse.

4. Warranty – Liability

4.1 VULTUS AB warrants that it has sufficient ownership rights in the PRODUCT to make the PRODUCT available to the LICENSEE under the terms hereof.

4.2 The PRODUCT is provided on an as-is basis; VULTUS AB expressly disclaim all warranties of noninfringement, 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 nonconformities 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. VULTUS AB disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.

4.3 In no event shall VULTUS AB 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 VULTUS AB 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€).

5. Miscellaneous

5.1 This LICENCE shall run for one (1) year as from the date of reception of the first deliverable by the LICENSEE under the Vultus and/or UP42 service subscription, and shall automatically renew with three (3) month terms if the PRODUCT is in continuous use. The LICENCE shall be automatically terminated at the term of its subscription.

5.2 VULTUS AB 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 with 30 day notice if there has been no breach of prevision hereof. The LICENSEE shall have no claim to any kind of indemnity in this case. Upon termination of this LICENCE, the LICENSEE shall return to VULTUS AB the PRODUCT and all copies thereof and the streaming access shall be automatically terminated.

5.3 In the event that any provision of this LICENCE is declared invalid or unenforceable, the remaining provisions hereof shall be applicable.

5.4 This LICENCE is governed by European Principles (Principles of European Contract Law). The place of arbitration shall be The Hague. WIPO Expedited Arbitration Rules shall apply.