

NON-EXCLUSIVE LICENCE TO USE FIELDFINDER 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 AIRBUS 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 AIRBUS and comprises the separate terms and conditions applicable in respect of the PRODUCT (as Third Party Content as defined in the terms and conditions applicable to use of the Platform).

ARTICLE 1 – DEFINITIONS

"AIRBUS" means Airbus Defence and Space Limited a company registered in England and Wales under company number 2449259 and having its registered office at Gunnels Wood Road, Stevenage, Hertfordshire, SG1 2AS.

"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" means 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 along or in conjunction with other data, provided that it is irreversible and uncoupled from the IMAGERY DATA, not capable of being reverse engineered to recreate the PRODUCT, or any part of the PRODUCT and does not replicate the PRODUCT geographic information system polygons, nor report or transfer the polygon vertex coordinates contained within.

"IMAGERY DATA" means the satellite imagery in conjunction with which the LICENSEE utilises the PRODUCT, which imagery is licensed separately by the applicable licensor. The choice of satellite imagery rests with the LICENSEE.

"INTELLECTUAL PROPERTY RIGHTS" means all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights and any other INTELLECTUAL PROPERTY RIGHTS, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and the term "Intellectual Property" shall be construed accordingly.

"LICENSED USE" means utilisation of the PRODUCT in connection with IMAGERY DATA and the output thereof solely for LICENSEE'S internal purposes, which include generating analysis, information and modelling.

"LICENSEE" means the legal entity supplied with and accessing the PRODUCT pursuant to that entity's use of the Platform. If the PRODUCT is supplied to a public body the LICENSEE shall be deemed to be only such part of the public body as is located at the address to which the PRODUCT

are supplied, except with AIRBUS' prior agreement in writing.

“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 AIRBUS.

“PLATFORM” means the technical infrastructure including the data portal and APIs on which Airbus has agreed to make available the PRODUCT for use in conjunction with IMAGERY DATA.

“PRODUCT” the product comprising processing algorithms producing geographic information system polygons depicting agricultural fields and known as “FieldFinder” and excluding the IMAGERY DATA used in conjunction with the PRODUCT, which imagery is licensed separately by the applicable licensor.

“SCREENSHOT” means the capture of the PRODUCT (in conjunction with IMAGERY DATA) limited to the size of a screen (23 inches, 1920x1080 pixels) as an image file (.pdf, .jpeg, .tiff, .png, .pmp, .gif) or any format without geo- referencing information, with or without rasters or vectors on top.

ARTICLE 2 – LICENCE

2.1 LICENSEE Permitted Uses

Subject to the terms of this LICENCE the LICENSEE is hereby granted by AIRBUS (insofar as it has the power to grant the same) a limited, non-exclusive, non-transferable, licence:

- (a) to access and use the PRODUCT for the LICENSED USE only;
- (b) to process, enhance, or otherwise exploit the PRODUCT to produce DERIVATIVE WORKS for business purposes, which includes but is not be limited to the creation of extra features such as counting, measure, analytics, derive metrics, etc.
- (c) to grab and/or print a SCREENSHOT for the LICENSED USE only, with the credit of the PRODUCT and applicable IMAGERY DATA conspicuously displayed and written in full.

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 the LICENSED USE, 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 and/or DERIVATIVE WORKS to LICENSEE, and to keep no copy thereof, upon completion of the contracting or consulting engagement, the expiry or sooner termination of this LICENCE. 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 AIRBUS harmless in connection thereto.

All rights not expressly granted by AIRBUS under Article 2.1 are hereby retained by AIRBUS and its collaborators as applicable.

2.2 Prohibited Uses

The LICENSEE shall not, and shall procure that any LICENSEE'S AFFILIATES and/or contractors or consultants engaged as referred to in Article 2.1 (e) shall not:

- (a) access and use the PRODUCT for any use other than the LICENSED USE;
- (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 copyright notice or proprietary legend contained in or on the PRODUCT;
- (d) reproduce, transmit, disseminate, re-distribute or make available in any way the PRODUCT, in whole or in part, to any third party other than LICENSEE'S AFFILIATES and/or contractors or

- consultants as referred to in Article 2.1 (e), by any means, free of charge or in return for any payment or commercial benefit which is both monetary or non-monetary;
- (e) publish or communicate in any way a competitive analysis (such as benchmarking) of the PRODUCTS, and/or DERIVATIVE WORKS except for the LICENSED USE as referred to in Article 2.1;
 - (f) do anything not expressly permitted under Article 2.1.

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

ARTICLE 3 – INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 3.1** The LICENSEE acknowledges that Intellectual Property subsists in the PRODUCT and that all INTELLECTUAL PROPERTY RIGHTS shall remain vested in AIRBUS or its licensors and collaborators.
- 3.2** The PRODUCT is protected by English and international copyright laws.
- 3.3** The PRODUCT and/or SCREENSHOT, when displayed and/or printed in accordance with the Permitted Uses specified in Article 2.1 shall include the AIRBUS logo and the following credits conspicuously displayed as relevant:

FieldFinder data “©Airbus Defence and Space Limited. (year of acquisition)”
- 3.4** The LICENSEE shall treat the PRODUCT and the information disclosed by AIRBUS as CONFIDENTIAL INFORMATION, subject to such disclosure as is permitted by this LICENCE.

ARTICLE 4 – WARRANTY – LIABILITY

- 4.1** AIRBUS warrants that it has sufficient rights in the PRODUCT to make the PRODUCT available to the LICENSEE under the terms hereof. Save as provided for in this LICENCE, all other warranties implied or otherwise are excluded to the fullest extent permissible by law.
- 4.2** AIRBUS does not warrant or otherwise represent that the PRODUCT is free of bugs, errors, defects or omissions, and that operation of the PRODUCT will be error-free or uninterrupted or that all non-conformities will or can be corrected. In addition, while the choice of IMAGERY DATA to be used in conjunction with the PRODUCT rests with the LICENSEE, the PRODUCT has been developed and trained in connection with IMAGERY DATA from the SPOT satellite. Consequently, AIRBUS does not warrant or otherwise represent that when used in conjunction with IMAGERY DATA other than IMAGERY DATA from the SPOT satellite that the PRODUCT will result in the same quality or level of accuracy of output as when used in conjunction with SPOT IMAGERY DATA.
- 4.3** All interpretations, analyses, recommendations and information communicated by AIRBUS and its collaborators in connection with the PRODUCT are opinions based on inferences from images appearances and empirical work and assumptions. The LICENSEE acknowledges that the PRODUCT is a decision-support tool only and such decisions may be influenced by a number of factors that are either outside this LICENCE, or the scope of the PRODUCT. The LICENSEE acknowledges that it is accepting the PRODUCT “AS IS” and that any use of the PRODUCT shall be at its own risk, without any liability on the part of AIRBUS, insofar as permissible by law. Nothing herein is intended to serve as investment advice, or a recommendation of any particular transaction or investment, the merits of purchasing or selling securities, or an invitation or inducement to engage in investment activity.
- 4.4** Nothing in this LICENCE shall limit or exclude AIRBUS’ liability for:
 - a) death or personal injury caused by its negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) any liability which by law it is not permissible to limit or exclude.
- 4.5** Subject to Article 4.5 AIRBUS and its collaborators shall not, nor shall anybody having contributed to the development or production or delivery of the PRODUCT, have any liability to the LICENSEE

for any loss of business, loss of revenue, loss of software or data, loss of profits, loss of contracts, loss of anticipated savings, damage to reputation, loss of use, costs of procurement of substitute services or any indirect, special, incidental, punitive or consequential damages, howsoever caused, whether in contract, tort or under any theory of liability and whether or not the LICENSEE has been advised of the possibility of such damage arising out of the use of or inability to use the PRODUCT.

- 4.6 Subject to Article 4.5, and other than the losses set out in Article 4.6 (for which AIRBUS shall not be liable) AIRBUS' total liability (and of anybody having contributed to the development or production or delivery of the PRODUCT) to the LICENSEE in respect of all losses arising under or in connection with this LICENCE, whether in contract, tort, breach of statutory duty, or otherwise, shall in no circumstances exceed £500 in the aggregate.

ARTICLE 5 – TERM, TERMINATION AND INDEMNITY

- 5.1 AIRBUS may, in addition to all other remedies to which it is entitled under this LICENCE or at law, terminate this LICENCE by notice in writing served upon the LICENSEE, if the LICENSEE breaches any provision of this LICENCE with such termination to take effect on the date specified in the notice. Upon termination, the LICENSEE shall return the PRODUCT to AIRBUS. Upon termination of this LICENCE for any reason all rights granted to the LICENSEE by this LICENCE shall cease and the LICENSEE agrees to immediately cease all activities granted by this LICENCE.
- 5.2 The LICENSEE shall indemnify and keep AIRBUS indemnified against all losses, claims, liabilities, damages and demands suffered and all costs and expenses incurred in any way, whether direct or indirect, arising from the LICENSEE'S or a third party's (including any LICENSEE'S AFFILIATES and/or contractors or consultants) breach of this LICENCE.
- 5.3 The LICENSEE shall not transfer this LICENCE in whole or in part unless it has obtained AIRBUS' prior written consent.

ARTICLE 6 – WAIVER

The waiver by either party of a breach or default of any of the provisions of this LICENCE by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under the LICENCE operate as a waiver of any such breach or default by the other party.

ARTICLE 7 – NOTICES

Any notice, request, instruction or other document to be given under the LICENCE shall be delivered or sent by first class post or by email notice (to be confirmed by letter posted immediately) to the address of the other party set out in the LICENCE (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by fax) upon the expiration of 24 hours after dispatch.

ARTICLE 8 - INVALIDITY AND SEVERABILITY

If any provision of the LICENCE shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the other provisions of the LICENCE shall not be affected and shall remain in full force and effect. The parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the LICENCE.

ARTICLE 9 - GOVERNMENT REQUIREMENTS

The parties shall be responsible for complying with all applicable national and international laws and regulations, including laws and regulations applicable to import, export, re-export, and transfer/re-transfer. The LICENSEE is advised that the PRODUCTS may be subject to government export regulations. Accordingly the LICENSEE agrees that no PRODUCTS will be exported from the UK without obtaining the prior approval in writing from all regulatory authorities at no cost to AIRBUS. The LICENSEE hereby undertakes to indemnify AIRBUS against any claims, losses, damages or expenses

incurred by AIRBUS as a result of any breach by the LICENSEE of this Article 9.

ARTICLE 10 - GENERAL

- 10.1** This LICENCE sets out all terms and conditions applicable to and supersedes and extinguishes all previous agreements, promises, assurances, warranties or representations and understandings, whether written or oral, relating to the PRODUCT.
- 10.2** The LICENSEE confirms that it has not relied upon any representation, statement, assurance, warranty or undertaking (whether made innocently or negligently) not recorded in the LICENCE as an inducement to enter into it and that it shall have no claim or remedies in respect thereof.
- 10.3** No variation of the LICENCE will be valid unless confirmed in writing by an authorised signatory of each of the parties.
- 10.4** This LICENCE and all disputes and claims, including any non-contractual ones, in connection with it shall be governed by and construed in accordance with English law and the English courts shall have jurisdiction.