

NON-EXCLUSIVE LICENCE TO USE SETTLEMENT MAPPING PRODUCT FOR EXTERNAL NON-COMMERCIAL PURPOSE

May 2019

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ARTICLE 1 – DEFINITIONS

PINKMATTER: means Pinkmatter Solutions CC (registration number 2002/035442/23), a close corporation incorporated in accordance with the laws of the Republic of South Africa with registered address at Portion 293, Boschkop 369-JR, Boschkop Road, Pretoria, South Africa.

DERIVATIVE WORK: 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 alone or in conjunction with other data, provided that such derivative work, information or data is not usable as a replacement for PRODUCT and is not capable of being reverse engineered to recreate the PRODUCT.

LICENSEE: means the licensee to whom the PRODUCT is licensed by PINKMATTER.

PRODUCT: means the report produced by PINKMATTER based on Pléiades and Spot satellite imagery, i.e. a vector or raster file showing a mask of dwellings. It does not include images used to process this change detection report, such images being covered in the non-exclusive licence to use Pleiades and Spot satellite imagery that is supplied separately.

ARTICLE 2 - LICENCE

2.1 Grant of rights

PINKMATTER hereby grants to the LICENSEE the non-exclusive, worldwide rights to use the PRODUCT without limit in time. In consideration for such rights, the LICENSEE shall make payment as set out on the UP42 Platform.

2.2 Permitted Uses

The Licensee shall be entitled to use the PRODUCT for the following purposes only:

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- (b) to make copies of the PRODUCTS for internal business purposes only, provided that Licensee shall retain all PINKMATTER proprietary rights notices on all copies of the PRODUCT;
- (c) subject to PINKMATTER's 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 purposes;
- (d) to alter, process, enhance, adapt, transform, modify, or otherwise exploit the PRODUCT to produce DERIVATIVE WORKS for internal business purposes only. This shall include but not be limited to the creation of extra features such as counting, measure, analytics, derive metrics, etc.

The LICENSEE shall be entitled to make the PRODUCT available to LICENSEE'S contractors and consultants, only for use on behalf of the LICENSEE, subject to such 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 of the LICENSEE'S contractors and consultants complies with the provisions and restrictions provided in the present LICENCE, and shall indemnify and hold PINKMATTER harmless in connection with all damages and losses in suffered or incurred by PINKMATTER as a result of any contractor or consultant's breach of the provisions and restrictions in this LICENCE.

2.3 Prohibited Uses

The LICENSEE shall not, and shall guarantee that LICENSEE'S contractors and consultants engaged as per the provisions of Article 2.2 do 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) alter or remove any proprietary legend or notice contained in or on the PRODUCT;
- (c) 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, whether free of charge or in return for payment;
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- (e)
- (f) do anything not expressly permitted under Article 2.2.

The LICENSEE acknowledges and accepts that PINKMATTER can monitor the consumption of the PRODUCT (location, frequency, etc.) and that PINKMATTER shall be entitled to suspend or terminate the LICENSEE's use of the PRODUCT in the event that the LICENSEE breaches any provision of this LICENCE.

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3.1 Ownership. PINKMATTER owns all right, title, and interests in and to the PRODUCT, and all rights not expressly granted herein are reserved by PINKMATTER. 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 PINKMATTER 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 PINKMATTER's patents, licenses, trade secrets, trademarks or copyrighted material.

3.2 LICENSEE agrees not to extract stand-alone data from or publish any part of the PRODUCT without the prior written consent of PINKMATTER.

ARTICLE 4 – WARRANTY – LIABILITY

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

4.2 Except as set out in Article 4.1, the PRODUCT is provided on an as-is basis and PINKMATTER does not make any warranties or representations, expressed or implied, in respect of the PRODUCT. Without limiting the generality of the aforesaid, PINKMATTER expressly disclaims all warranties of non-infringement, merchantability, satisfactory quality, accuracy and fitness for particular purpose and LICENSEE's expectations and intended purpose. PINKMATTER does not warrant that the PRODUCT is free of bugs, errors, defects or omissions, nor that operation of the PRODUCT will be error-free or uninterrupted nor that all non-conformities will or can be corrected. PINKMATTER does not warrant the accuracy or correctness of the size, quantity or any other characteristic of any settlement, dwelling, building or any other item depicted or featured in the PRODUCT, and the LICENSEE relies on and uses the PRODUCT at its own risk.

4.3 In no event shall PINKMATTER 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) direct, indirect, compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability

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The financial cumulative liability of PINKMATTER and of anybody having contributed to the development and/or production and/or delivery of the PRODUCT shall in any case be limited to ZAR1 000 (one thousand South African rand).

ARTICLE 5 – MISCELLANEOUS

- 5.1** PINKMATTER 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 restriction from any governmental authority. The LICENSEE shall have no claim against PINKMATTER in this case. Upon termination of this LICENCE, the LICENSEE shall return to PINKMATTER the PRODUCT and all copies thereof and the streaming access shall be automatically terminated.
 - 5.2** 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 the LICENSEE shall indemnify and hold PINKMATTER harmless in connection with all losses and damages in this regard.
 - 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 the laws of the Republic of South Africa. PINKMATTER and the LICENSEE agrees to the non-exclusive jurisdiction of the courts of the Republic of South Africa in relation to any dispute arising from this LICENCE.
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