MANMADE INFRASTRUCTURE DETECTION STANDARD LICENCE

NON-EXCLUSIVE LICENCE TO USE MANMADE INFRASTRUCTURE DETECTION FOR EXTERNAL COMMERCIAL PURPOSE

By streaming and/or accessing 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 HyperVerge, Inc. 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 HyperVerge, Inc. LICENSEE and HyperVerge, Inc. shall be individually referred to as 'Party' and collectively as the 'Parties'.

ARTICLE 1 – DEFINITIONS

HYPERVERGE: means HyperVerge, Inc.

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 HYPERVERGE.

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

PRODUCT: means the processing algorithm Manmade Infrastructure Detection. 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

The LICENSEE shall be permitted:

    (a) to access and use the PRODUCT for internal purposes, which include internally generating analysis, information and modeling;
    (b) subject to HYPERVERGE 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.

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

2.2 PROHIBITED USES

The LICENSEE shall not, and shall guarantee that any 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) Perform or attempt to perform any actions that would interfere with the proper working of the PRODUCT;
    (g) use any automatic system to perform speed and access tests to the PLATFORM; or
    (h) Upload or transmit to the PRODUCT any harmful code;
    (i) do anything not expressly permitted under Article 2.1.
    (j) Use the derivative works or any result or output generated by the PRODUCT for benchmarking against other AI Models or to train/re-train any AI Model or create competing Services which is strictly prohibited and is an unauthorized use of such derivative works, result or output generated.

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

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

ARTICLE 3 – OWNERSHIP AND CONFIDENTIALITY

3.1 Ownership. HYPERVERGE own all right, title, and interests in and to the PRODUCT, and all rights not expressly granted herein are reserved by HYPERVERGE. All pre-existing Intellectual Property and Intellectual Property of any nature created during or in pursuance of rendering services through the PRODUCT hereunder shall solely vest with HYPERVERGE. 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 HYPERVERGE 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 HYPERVERGE's patents, licenses, trade secrets, trademarks or copyrighted material.

3.2 Confidentiality. The PRODUCT is the Confidential Information of HYPERVERGE. Licensee agrees to hold the PRODUCT and any other Confidential Information of HYPERVERGE 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 HYPERVERGE. HYPERVERGE 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. HYPERVERGE 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

4.1 HYPERVERGE 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; HYPERVERGE expressly disclaims 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. HYPERVERGE disclaims all other warranties or liabilities not expressly provided in Articles **Error! Reference source not found.** and **Error! Reference source not found.**.

4.3 In no event shall HYPERVERGE 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 HYPERVERGE 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

5.1 Unless otherwise specified by HYPERVERGE, this LICENCE shall be applicable until the date of last usage of the PRODUCT by the LICENSEE under the HYPERVERGE service subscription and shall be automatically terminated at the term of its subscription.

5.2 HYPERVERGE 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 applicable regulatory and government 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 HYPERVERGE the PRODUCT and all copies thereof and the streaming access shall be automatically terminated.

5.3 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 HYPERVERGE harmless for all losses, damages, claims and expenses (including legal costs and attorney expenses) in connection thereto. Assignment. This Agreement is not assignable or otherwise transferable by either Party without the express written consent of other Party.

5.4 Neither Party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, strikes (of other employees), insurrection or riots, embargoes, or requirements or regulations of any civil or military authority ("Force Majeure"). Each Party hereto agrees to give reasonable notice to the other upon becoming aware of an event of Force Majeure. If a default due to an event of Force Majeure shall continue for more than thirty (30) days then the Party not in default shall be entitled to terminate this Agreement. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure.

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

5.6 This LICENCE is governed by the laws of the State of Texas, United States. All disputes shall be referred to the courts of State of Texas, United States.