Simularity Inc. 1160 Brickyard Cove Road, Suite 200 Point Richmond, CA 94801 USA

July 2019

# DYNAMIC RANGE ADJUSTMENT (DRA) STANDARD LICENSE

Non-Exclusive License to use DRA Product for External Non-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 "LICENSE"). The acceptance by the

LICENSEE of this LICENSE is the condition upon which SIMULARITY 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 LICENSE is entered into by and between the LICENSEE and SIMULARITY.

### ARTICLE 1 – DEFINITIONS

SIMULARITY: means Simularity 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 LICENSE,

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 any breach of 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 SIMULARITY

## 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 authorized in writing by SIMULARITY

PRODUCT: means the adjusted imagery, i.e. raster file(s) showing input imagery with range adjusted pixels, where such input images are covered in the license to use imagery that is supplied separately.

### ARTICLE 2 - LICENSE

#### 2.1 Permitted Uses

- (a) to access and use the PRODUCT solely for internal business purpose, which include internally generating analysis,
- information and modeling;
- (b) to make copies of the PRODUCTS provided that Licensee shall retain all SIMULARITY confidentiality and proprietary
- rights notices on all copies of the SIMULARITY PRODUCT and the SIMULARITY Confidential Information:
- (c) subject to SIMULARITY 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 purpose as described in Article 2.1 a) above;
- (d) to alter, process, enhance, adapt, transform, modify, or otherwise exploit the PRODUCT to

produce DERIVATIVE

WORKS for internal 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 LICENSE, and shall indemnify and hold SIMULARITY harmless in connection thereto.

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

#### 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 LICENSE:

- (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 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 LICENSE, by any means, free of charge or in return for

(d) use any type of electronic communication, including email and instant messaging services, to broadcast, publish or

payment;

otherwise distribute the information to third parties not included in this LICENSE; or (e) do anything not expressly permitted under Article 2.1.

The LICENSEE acknowledges and accepts that SIMULARITY 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 SIMULARITY proprietary information and Licensee is prohibited from selling, transferring, licensing, sublicensing,

sharing or publishing in any way the SIMULARITY PRODUCTS and any information or analysis which is derived,

calculated or otherwise ascertained from the SIMULARITY PRODUCTS. Any use or communication of the same shall be

subject to prior written authorization of SIMULARITY.

### ARTICLE 3 – OWNERSHIP AND CONFIDENTIALITY

# 3.1 Ownership.

SIMULARITY owns all right, title, and interests in and to the PRODUCT, and all rights not expressly granted

herein are reserved by SIMULARITY. 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 LICENSE, and SIMULARITY 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 LICENSE. LICENSEE acknowledges and agrees that the foregoing license does not confer on Licensee any

right, title or interest in any of SIMULARITY 's patents, licenses, trade secrets, trademarks or copyrighted material.

### 3.2 Confidentiality.

The PRODUCT is the Confidential Information of SIMULARITY. Licensee agrees to hold the PRODUCT and any other Confidential Information of SIMULARITY 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 SIMULARITY.

SIMULARITY 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.

SIMULARITY 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 SIMULARITY 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; SIMULARITY 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.

SIMULARITY disclaims all other warranties or liabilities not expressly provided in Articles 4.1 and 4.2.

4.3 In no event shall SIMULARITY 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 SIMULARITY 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 SIMULARITY, this LICENSE shall run for one year as from the date of reception of the first

deliverable by the LICENSEE under the UP42 service subscription and shall be automatically terminated at the term of its subscription.

5.2 SIMULARITY may, in addition to all other remedies to which it may be entitled under this LICENSE or at law, terminate this

LICENSE by notice in writing if the LICENSEE breaches any provision hereof or in case of governmental restriction from the

US authorities. The LICENSEE shall have no claim to any kind of indemnity in this case. Upon termination of this

LICENSE, the LICENSEE shall return to SIMULARITY the PRODUCT and all copies thereof and the streaming access shall be automatically terminated.

5.3 Unless otherwise expressly provided in this LICENSE, the LICENSEE shall not transfer part or all of this LICENSE or any

information related to the login and password to get access to the PRODUCT to any third party, and shall indemnify and

hold SIMULARITY harmless in connection thereto.

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

5.5 This LICENSE is governed by the laws of California. All disputes shall be referred to the courts of San Francisco, CA, USA.