END-USER LICENSE AGREEMENT

This End-User License Agreement (hereafter "**EULA**") is entered into by FlyPard Analytics GmbH, a company registered in Germany with its principal place of business at Neusser Str. 472, Cologne, 50733, Germany ("**Company**") and the End-User.

By accessing the Processing Blocks, the End-User accepts all the terms and conditions of this EULA. The acceptance of this EULA is the condition upon which the Company makes the Processing Blocks available to the End-User.

SECTION 1. DEFINITIONS.

"End-User" means any person, any legal business and non-business entity (its possible offices and branches in its country of residence) including the government agency (government entity is limited to the entity located at the address where the Processing Blocks is supplied), which has accepted this EULA to be supplied with the Processing Blocks.

"Processing Blocks" mean the software and files that are uploaded by the Company to the Platform, packaged as a docker container, and which will be run by the Platform to provide End User with access to results of Company's proprietary algorithms, namely "GeoPard Vegetation Indexes".

"Platform" means the Up42 platform hosted and operated by UP42 at https://marketplace.up42.com/.

"Derivative Product" means any product developed by the End-User which contains data as well as Extract from the Processing Blocks that has been modified through technical manipulations and/or addition of other data.

"Extract" means a result of the computations executed in Processing Blocks in a .json and/or .tiff format.

"New Version" means (a) a major update or modification of the processing algorithm code impacting the functionalities of the Processing Blocks, and/or (b) an update of input/output interfaces of the Processing Block, and/or (c) an update in pricing for the Processing Blocks.

Reference to the words "include" or "including" shall be construed without limitation to the generality of the preceding words. When interpreting the above terms in the text of the EULA, it shall be assumed that the words denoting the singular include the plural, and vice versa. Headings of sections, clauses shall be used for convenience of the parties only and do not affect the interpretation of provisions of the EULA.

SECTION 2. LICENSE TO THE PROCESSING BLOCKS.

2.1. Non-exclusive license. The End-User is hereby granted by the Company a limited, worldwide, non-exclusive, non-transferable, non-assignable license to use the Processing Blocks according to clause 2.2, subject to the restrictions set out in this EULA within EULA term specified in clause 6.1.

2.2. End-User is entitled to use Processing Blocks as follows:

a)   **Using functions of the Processing Blocks.** End-User is entitled to use functions of the Processing Blocks through the Platform for both internal and business purposes.

b)   **Derivative Product.** the End-User is entitled to use, store, copy, alter, process and/or modify data as well as Extract received from the Processing Blocks to produce Derivative Product.

c)   **Extract grab.** the End-User is entitled to grab an Extract and use Extract for any purposes including for creation of the Derivative Product .

d)   **Machine learning.** the End-User is entitled to access or use the Processing Blocks for the purpose of developing or training machine learning algorithms.

e)   **Sharing with contractors.** Subject to the limitation hereof End-User is entitled to make the Processing Blocks available to contractors (i.e. any party contracted by the End-User, either directly or indirectly, to provide services on behalf of or for the benefit of the End-User), subject to them agreeing in writing, in advance to be bound by the same limitations on use as applicable to the End-User.

2.3. End-User is not entitled to use Processing Blocks as follows:

a)   **No modification of the Processing Blocks.** End-User is not entitled to alter and/or modify the Processing Blocks. End-User shall not decompile, reverse engineer, disassemble or create derivative works of the Processing Blocks, try to interfere with the operation of the Processing Blocks, disrupt the process of providing Processing Blocks to other End-Users, or otherwise try to harm the Processing Blocks and/or its End-Users (DoS, DDoS attack, etc.);

b)   **No modification of copyrights.** End-User shall not alter, obscure or remove any credit notice or proprietary legend contained in the Processing Blocks, Derivative Product and/or Extract.

All rights not expressly granted by the Company under clause 2.2 are hereby retained by the Company. The End-User shall not do anything not expressly permitted under clause 2.2 hereof.

2.4. Fees and payment terms. The End-User will pay the subscription fees enlisted on the Platform.

SECTION 3. INTELLECTUAL PROPERTY RIGHTS.

3.1. Intellectual Property Rights ownership. Company retains all and any rights to any intellectual property objects, its components, any content and other intellectual property in and to the Processing Blocks as well as New Versions, any derivative works created by the End-User due to altering, modifying, interference with, operation of the Processing Blocks for whatever reason in contrary with the EULA. End-User shall stop use of such derivative works and shall transfer any adjustments, modifications, refinement of the Processing Blocks created by the End-User for whatever reasons in contrary with the EULA from the moment of its creation at no cost.

3.2. Trademark ownership. All trademarks, service marks and trade names are owned, registered and/or licensed by the Company. End-User does not acquire a license or any ownership rights to any trademarks, service marks, or trade names according to EULA.

3.3. End-User's ownership. End-User retains all and any rights to any intellectual property objects, its components, any content and other intellectual property in and to the Derivative Product.

SECTION 4. WARRANTIES.

4.1. Company warrants that it has sufficient ownership rights in the Processing Blocks to make it available to the End-User under the terms of this EULA. Platform has no warranty and indemnification obligations whatsoever with respect to the Processing Blocks as well as obligations regarding Technical Support.

4.2. No warranties. End-User expressly understands and agrees that Processing Blocks provided to the End-User are at your sole risk and that the Processing Blocks are provided "as is". Company does not warrant that Processing Blocks meet End-User's needs or requirements, will be uninterrupted, fast, secure as well as access to the Processing Blocks will be uninterrupted, accessible on a permanent basis. No advice or information, whether oral or written, obtained from Company or elsewhere, shall create any warranty not expressly stated in this EULA.

Company does not warrant that the Processing Blocks is free of bugs, errors, defects or omissions, and that operation of the Processing Blocks will be error-free or uninterrupted or that any issues will be corrected.

4.3. Liability. End-User is solely responsible for any consequences of use the Processing Blocks provided to you including any loss in profit or reputation, loss of data, cost of procurement or other intangible loss.

4.4. Limitation of liability. In no event shall Company, nor its licensors, be liable for any claim, damage or loss incurred by the End-User, including without limitation indirect, compensatory, consequential, incidental, special or punitive damages arising out of the use of or inability to use the Processing Blocks, and shall not be subject to legal action in this respect. The financial cumulative liability of the Company and its licensors shall in any case not exceed the fees paid by End-User for the Processing Block giving rise to the claim.

SECTION 5. MAINTENANCE AND SUPPORT.

5.1. Technical Support. Company will use commercially reasonable efforts to carry out quality assurance necessary regarding the Processing Blocks, make changes, modification, enhancements of the Processing Blocks due to quality assurance within the timeframe defined on the Company's discretion ("**Technical Support**"). If Technical Support is required under the applicable law, the Company shall carry out Technical Support to the extent required by the applicable law.

5.2. Updates. The Company may update its Processing Blocks at any time provided that (a) End-Users receive notice at least thirty (30) days ahead of any Processing Block discontinuation or adverse change to the Processing Blocks that might arise from the New Version; (b) the previous version of the Processing Blocks remain available to End-User for a period of at least thirty (30) days from the date on which the New Version of the Processing Blocks is made available to Users via the Platform.

SECTION 6. TERM AND TERMINATION.

6.1. EULA term. This EULA is perpetual, unless terminated in accordance with EULA and/or applicable law.

6.2. Termination of the EULA. EULA can be terminated:

a) in case termination of the cooperation between End-User and Platform including in case suspension of any End-User's right to access or use any portion or all of the Platform (including the Processing Blocks) and suspension or termination of the access or use of the Platform by the End-User;

b) by the Company in case termination of a separate agreement between the Company and Platform regarding Processing Blocks provision on the Platform;

c) by the Company by notice in writing if the End-User breaches any of its provision. The End-User shall have no claim to any kind of indemnity in this case.

For the avoidance of doubt EULA shall be deemed terminated on the date of termination of cooperation with the Platform (in cases of sub-clauses a), b)) or the day after the notice is sent (in case of sub-clause c)).

6.3. Suspension. Company reserves the right to suspend, or discontinue, temporarily or permanently, the Processing Blocks provision without a prior notice to End-User.

SECTION 7. APPLICABLE LAW AND COURT.

7.1. <u>Applicable Law and court.</u> This EULA is governed by the laws of Germany. All disputes shall be referred to the courts of Cologne, Germany.

7.2. <u>Dispute resolution.</u> The parties will endeavor to resolve all disputes, controversies and claims that may arise in connection with the execution, termination or invalidation of the EULA by negotiations. The party which has any claims and (or) disagreements shall send a message to the other party indicating the claims and (or) disagreements that have arisen. The message is sent to the following e-mail address: to the End-User – to the e-mail address provided during registration on the Platform; to the Company – to info@geopard.tech. If dispute, disagreement or claim was not solved by negotiations, such dispute shall be resolved in the competent courts as specified above.

SECTION 8. MISCELLANEOUS

8.1. <u>Severability.</u> If any provision of this EULA is, for any reason, held to be invalid or unenforceable, the other provisions of this EULA will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

8.2. <u>No waiver of rights.</u> Company's failure to exercise or enforce any right or provision of this EULA shall not operate as a waiver of such right or provision.

8.3. <u>Assignment.</u> This EULA and End-User's rights and obligations herein may not be assigned by End-User without Company's prior written consent, and any attempted assignment in violation of the foregoing will be null and void. The Company may assign this EULA without the End-User's consent. The terms of this EULA shall be binding upon assignees.

8.4. EULA modifications. Company reserves the right to modify EULA unilaterally without a prior notice to the End-User.

8.5. <u>Communication.</u>

Any questions, complaints or queries regarding the Processing Blocks can be directed by an End-User to the following contact details:

Email: info@geopard.tech.