

# cyclomedia

By accepting this Evaluation License Agreement (the "Agreement"), Cyclomedia Technology Inc., having its registered office at 8815 Greenway Blvd, Suite 300, Middleton, WI 53562 ("Cyclomedia ") and the licensee as registered online for this evaluation license ("Licensee"), each a "Party" and together referred to as "Parties", agree to the terms and conditions attached hereto and incorporated as a part hereof. Other terms and conditions do not apply and are explicitly declined.

## 1. DEFINITIONS

"**Affiliate**" means in relation to any company, any person or entity, directly or indirectly, solely or jointly, controlling or controlled by that company or under the same control as that company, where "control" means the ownership of at least fifty percent (50%) of the voting securities of such entity or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

"**Confidential Information**" means any confidential or proprietary information, firmware, designs, schematics, plans or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing, or business plan or financial or personnel matter relating to the disclosing party, its present or future products, sales, suppliers, customers, employees, investors or business, that the disclosing party believes is or identifies as Confidential Information, whether in oral, written, graphic or electronic form. Information disclosed in written, graphic or electronic form should be marked as "Confidential" or "Proprietary." Without limiting the foregoing, "Confidential Information" shall include the terms and conditions of this Agreement and the Licensed Materials.

"**Data**" means street level imagery, aerial photos and/or 3D images or other acquired static and/or moving images or sensor data, including LiDAR data;

"**Data Insights**" means all data, object information and/or change detection data generated from the Data and/or other data files in any form whatsoever;

"**Documentation**" means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Products and Software, in digital or printed form;

"**Intellectual Property Right**" means any patent, copyright, trade name, trademark, trade secret, know-how, mask work, or any other intellectual property right or proprietary information or technology, whether now known or hereafter recognized, and whether registered or unregistered.

"**Licensed Materials**" means the Products and Software as provided by Cyclomedia to Licensee, together with applicable Documentation.

"**Products**" means all images, data and other content collected and produced with equipment (originating) from Cyclomedia, including Hardware, including but not limited to Data and Data Insights;

"**Software**" means Cyclomedia's object code version of the software provided to Licensee, whether such software is accessed remotely over the Internet or is provided on media.

"**User**" shall mean the personally authorized user of the Licensed Materials under the Agreement who is employed by the Licensee or otherwise authorized by the Licensee within the organization of the Licensee;

## 2. LICENSE GRANT

2.1. Subject to the conditions of this Agreement, Cyclomedia grants to Licensee during the term of this Agreement a limited, non-exclusive, non-transferable, non-sublicensable, restricted right to access and use the Licensed Materials only for (i) internal evaluation and testing purposes and/or (ii) integration in the Licensee's software for prototyping and demonstration purposes, provided that:

- a) the demonstration copy of the Licensed Materials, to the extent delivered on hard disk or via download link, remains on Licensee's hardware or by Licensee's managed cloud servers which are at all times in Licensee's control and possession, is not installed on any other hardware and that any third party getting access to the demonstration does not obtain possession or control of any copy of the Licensed Materials;
- b) Licensee must at all times include (i) Cyclomedia trademarks or logo contained in any of the Licensed Materials, (ii) a copyright notice © Cyclomedia Technology B.V. and (iii) indicate in any integration that it has been developed by using the Licensed Materials;
- c) Licensee shall not combine the Licensed Materials with any open-source software or other data in any manner which may result in the Licensed Materials becoming subject to the terms of an Open Source License. An "**Open Source License**" for these purposes means any license terms which conform with the definition published by the Open Source Initiative from time to time as set out under the following link: <http://www.opensource.org/osd>;
- d) Licensee shall share any integration of the Licensed Materials into the Licensee's software with Cyclomedia upon request.

2.2. Licensee shall not, nor allow its Users to: (i) make any additions, modifications, adaptations or other alterations of or to the Licensed Materials, (ii) decompile, reverse engineer or otherwise disassemble the Licensed Materials or any portion thereof; (iii) sell, rent, lease, sublicense, remarket, or pledge the Licensed Materials to any third party; (iv) use the Licensed Materials or any data,

## EVALUATION LICENSE AGREEMENT

software, content or other materials extracted or created by using the Licensed Materials for publication or commercial or revenue generating purposes of any kind, (iv) disclose, distribute or transfer the Licensed Materials to any third party; (v) systematically download (excerpts from) the Licensed Materials or use the Licensed Materials for production tests or volume tests; (vi) trace metadata from the Licensed Materials insofar as this metadata is not necessary for the intended use; the tracing of data regarding the recording locations and the tracing of natural persons whose personal data has been made unrecognisable is not permitted under any circumstances; (vii) misuse or have others misuse the Licensed Materials, either directly or indirectly, or to hinder or have others hinder the use thereof, which includes any use other than the use for which the Licensed Materials are reasonably intended; (viii) use the Licensed Materials to train and/or improve machine learned or artificial intelligence algorithms, models and software; (ix) use or attempt to use the Licensed Materials in any manner that could be considered harmful, offensive, or otherwise unethical, including but not limited to use in activities involving discrimination, harassment, or invasion of privacy for any use which would be contrary to common decency or good morals or otherwise improper or detrimental to the reputation of Cyclomedia and (x) permit the Licensed Materials to be used, in contravention of this Agreement or applicable law, unless explicitly authorized in section 2.1 of this Agreement. Cyclomedia reserves the right to audit Licensee's use of the Licensed Materials, including any use related to machine learning, artificial intelligence, or similar technologies, to ensure compliance with this Agreement.

2.3. Licensee acknowledges that Cyclomedia shall be entitled to place restrictions on Licensee's use of the Licensed Materials including but not limited to (i) the number of queries which Licensee makes over a period to be determined by Cyclomedia for the purposes of managing the load placed on by Cyclomedia's managed servers; (ii) the geographic region, time, date range and number of kilometres; and (iii) the maximum evaluation period. Licensee therefore understands and agrees that any requests made to Cyclomedia beyond these restrictions shall be rejected by Cyclomedia and Cyclomedia shall have no liability for such rejection.

2.4. Cyclomedia reserves the right to verify, at any time it sees fit to do so, whether the use of the Licensed Materials is not contrary to this Agreement, for which purpose the Licensee and its Users will cooperate with and provide information to Cyclomedia at the latter's request.

2.5. Cyclomedia has the right to suspend, cancel or dissolve the licence with immediate effect - without being obliged to pay any compensation - if the Licensee does not comply with one or more of the conditions referred to in this section, or if Cyclomedia may reasonably assume that the Licensee does not comply with one or more of these conditions.

2.6. This Agreement contains the full and complete grant of rights by Cyclomedia to Licensee in respect of the Licensed Materials and any other use of the Licensed Materials other than expressly permitted in this Agreement is strictly prohibited.

2.7. If Licensee violates any of the usage restrictions set forth in this Agreement, Cyclomedia shall have the right to immediately terminate the license and demand the return or destruction of all Licensed Materials. Additionally, Cyclomedia may seek damages, including legal fees, resulting from such breach.

### 3. PROVISION OF LICENSED MATERIALS

3.1. Cyclomedia makes the Licensed Materials available to Licensee (i) by providing an access code, (ii) by providing (a) data carrier(s) on which the License Materials are recorded, (iii) by providing a download link, or (iv) in another manner agreed on by the Parties.

3.2. The Licensee must a) keep the access codes provided secret, b) protect the access codes and Licensed Materials in its possession effectively, and c) immediately report to Cyclomedia the fact that it no longer possesses the access codes and/or (parts of) the Licensed Materials or that third parties also possess them, failing which the Licensee shall be liable for the resulting damage suffered by Cyclomedia.

### 4. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

4.1. Title to and ownership of all Licensed Materials shall at all times remain with Cyclomedia and its licensors, including all adaptations, modifications, derivative works, additions or extensions thereof, and Cyclomedia retains all Intellectual Property Rights to the Licensed Materials.

4.2. If the Licensed Materials 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 provisions of this Agreement, and Cyclomedia and/or its licensors retain the rights of ownership and intellectual property of all such Licensed Materials and all such portions.

4.3. Any feedback, comments, recommendations or suggestions related to the Licensed Materials ("**Feedback**") provided by Licensee may be used by Cyclomedia to its sole discretion. Licensee acknowledges and agrees that any Feedback provided to Cyclomedia is provided voluntarily and without any expectation of compensation or proprietary rights. Cyclomedia shall have a perpetual, irrevocable, royalty-free, and worldwide right to use, incorporate, and otherwise exploit such Feedback in any manner it deems appropriate, without any obligation to Licensee. Cyclomedia is entitled to modify, add to, or develop additional Licensed Materials in a manner that incorporates the Feedback.

## EVALUATION LICENSE AGREEMENT

### 5. CONFIDENTIALITY

5.1. During the performance of this Agreement, a party may disclose ("**Disclosing Party**") to the other party ("**Receiving Party**") certain Confidential Information. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

5.2. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

5.3. The Receiving Party shall have no obligation to preserve the proprietary nature of any information which (i) was previously known to such party free of any obligation to keep it confidential; (ii) is or becomes publicly available by means other than unauthorized disclosure; (iii) is developed by or on behalf of such party independent of any information furnished under this Agreement; or (iv) is received from a third party whose disclosure does not violate any confidentiality obligation.

5.4. The obligations on Confidential Information as described in this section shall continue for five (5) years from the date of disclosure and shall survive any termination or expiration of the Agreement. Upon termination or expiration of this Agreement, and with the exception of Article 4.3 in this Agreement, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party, except where retention is required by law. In such case, the Receiving Party shall continue to protect the Confidential Information in accordance with the terms of this Agreement.

5.5. In the event of a data breach that results in unauthorized access to or disclosure of Confidential Information, the Receiving Party shall promptly notify the Disclosing Party within forty-eight (48) hours of becoming aware of such breach. The notification shall include a description of the breach, the type of information that was subject to the breach, and any steps taken to mitigate the breach. The Receiving Party shall cooperate with the Disclosing Party's reasonable request for further information regarding the breach and assist in mitigating any adverse effects resulting from the breach. The Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

### 6. INJUNCTIVE RELIEF

6.1. The Parties agree that Cyclomedia would be irreparably injured by a breach of this Agreement and that Cyclomedia shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions in this Section. Such remedies shall be in addition to all other remedies available at law or in equity.

### 7. PERSONAL DATA AND SECURITY

7.1. The creation, provision or processing of the Licensed Materials may involve the processing of personal data. Both the Licensee and Cyclomedia must act in accordance with any applicable data protection legislation or other privacy rules and conditions.

7.2. Neither Party is liable to the other Party for any loss or damage arising from the processing of personal data by the other Party in violation of any data protection legislation including the General Data Protection Regulation, relevant US or US State law or other regulations in the field of personal data protection.

### 8. FEES AND PAYMENT

Licensee shall pay Cyclomedia the fees (if any) as listed in the Cyclomedia confirmation of the online registration, which payment shall be remitted in U.S. Dollars within 10 business days of the Effective Date.

### 9. DISCLAIMER OF WARRANTY AND LIABILITY LIMITATION

9.1. THE LICENSED MATERIALS ARE PROVIDED ON AN "AS-IS" BASIS AND CYCLOMEDIA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE LICENSED MATERIALS. LICENSEE ACKNOWLEDGES AND AGREES THAT CYCLOMEDIA DOES NOT WARRANT THAT THE LICENSED MATERIALS WILL MEET LICENSEE'S NEEDS OR EXPECTATIONS, THAT RETRIEVAL OR USE OF THE LICENSED MATERIALS WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL NON-CONFORMITIES CAN OR WILL BE CORRECTED. CYCLOMEDIA MAKES, AND LICENSEE RECEIVES, NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

9.2. IN NO EVENT SHALL CYCLOMEDIA OR ITS AFFILIATES BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF GOODWILL, OR DAMAGES RESULTING FROM LOST DATA OR INABILITY TO USE DATA) RELATED TO THESE TERMS, EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY ) AND IRRESPECTIVE OF WHETHER CYCLOMEDIA WAS INFORMED, KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD THEREOF. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT

## EVALUATION LICENSE AGREEMENT

FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CYCLOMEDIA FOR ANY BREACH OF THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY LICENSEE UNDER THESE TERMS.

### 10. INDEMNIFICATION

10.1. Licensee agrees to indemnify, defend and hold harmless Cyclomedia, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, expenses, and costs (including reasonable attorneys' fees) arising out of or related to (i) Licensee's use or misuse of the Licensed Materials; (ii) any breach by Licensee of this Agreement; or (iii) any violation of law or third-party rights by Licensee in connection with the use of the Licensed Materials.

### 11. TERM AND TERMINATION

11.1. The term of this Agreement shall be as confirmed by Cyclomedia. This Agreement is not subject to renewal.

11.2. Either Party may terminate this Agreement at any time upon one (1) day written notice. This Agreement shall terminate automatically and without notice if Licensee breaches any of the terms in sections 2, 3, 4 or 5.

11.3. Upon either expiration or termination, Licensee's license to access and use the Cyclomedia Materials terminates. Licensee shall immediately: (i) discontinue all use of the Licensed Materials; (ii) erase, destroy, or return to Cyclomedia all of the Cyclomedia Materials, including components of the Licensed Materials contained in the computer memory or data storage apparatus under the control of Licensee; (iii) remove any software in Licensee's possession or control that incorporates or uses the Licensed Materials in whole or in part; and (iv) warrant in writing to Cyclomedia upon request within ten (10) business days after such request that all actions (i)-(iii) have been taken by Licensee.

### 12. CONTACT AND NOTICES

12.1. The contact details of Cyclomedia and Licensee with respect to this Agreement are listed in the Cyclomedia confirmation of the online registration.

12.2. Notices in respect of this Agreement are delivered to the contact details referred to in section 12.1 and are delivered in person, by email, or by registered letter and may be deemed to have arrived upon delivery, three working days after being sent by post. An email is deemed to have arrived after (electronic) confirmation of receipt.

### 13. MISCELLANEOUS

13.1. The Parties are independent contractors, and neither Party has any power or authority, nor will it represent that it has any power or authority, to bind the other Party or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party, or in the other Party's name.

13.2. Licensee may not assign any of its rights or obligations hereunder to any third party (including as a change of control).

13.3. Licensee acknowledges that, if applicable, the performance of the Agreement may be subject to export administration regulations or restrictions and agrees to comply with any applicable export laws.

13.4. These Terms will be interpreted and construed in accordance with the laws of the State of Wisconsin and the United States, excluding conflict of laws provisions. All disputes relating to these Terms will be subject to the exclusive jurisdiction of state and federal courts in Dane County, Wisconsin, and the parties will submit to the personal and exclusive jurisdiction and venue of these courts; provided, however, that the foregoing does not prohibit Cyclomedia from instituting an action in any court of competent jurisdiction to obtain injunctive relief to protect or enforce its intellectual property rights.

13.5. Any modification of these Agreement will be effective only if in writing and signed by both Parties. Any provision of this Agreement that is held to be invalid, illegal or unenforceable will be severed from this Agreement, and the remaining provisions will remain in full force and effect. No failure or delay by either Party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right.

13.6. Neither party shall be responsible for, or considered to be in breach of or in default under this Agreement on account of, any failure to comply with the terms of this Agreement or for any delay in performance of or failure to perform any obligation under this Agreement (other than monetary obligations), where such failure or delay is due to causes beyond the control of the Party sought to be charged. These causes shall include, but not be limited to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, labor shortages, transportation embargoes or failures or delays in transportation, inability to secure necessary raw materials or machinery, acts of God, acts of any government, whether national, municipal, or otherwise, or any agency thereof, and judicial action.

13.7. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. No terms contained on any proposal, purchase order, acknowledgment or other document will be effective with respect to affecting the terms hereof.