

## **LiveEO GmbH END-USER LICENSE AGREEMENT**

This End-User License Agreement (“EULA”) between the Customer (for the purposes of this EULA: the “**End-User**”) and LiveEO GmbH (“LiveEO” “we,” “us,” “our”) is the basis upon which we provide Content which can be exported, downloaded or accessed by End-Users in connection with the software and services provided by LiveEO to End-User’s and licensees of the software and the services. End-User and LiveEO may be referred to in this EULA individually as a “**Party**” or collectively as “**Parties**.”

The following terms and conditions represent a legally binding contract between the End-User and LiveEO for the use of Content.

### **1. DEFINITIONS**

“**Commercial Agreement**” means the agreement between the End-User and LiveEO (e.g. Master Services Agreement) which regulates the commercial relationship between the Parties.

“**Content**” means data, geo-files, AI generated data or work results, service, analysis, tool, work, information products and digital data sets made available by LiveEO to End-Users for export or download or made available in any other form.

“**Derivative Product**” means any product or information derived and developed by End-User from Content that does not contain any Source Image Data from the Content (including a reasonable facsimile of the Content) and is irreversibly modified and uncoupled from the Content.

“**End-User**” means natural or legal person or a partnership with a legal personality including any individual person, legal entity, company, or corporation, governmental or non-governmental organisation or department that accepts the terms of this EULA and is supplied with Content.

“**End-User Access Account**” means an individual account provided by us, including unique authorization credentials, that permits End-User to access the Content through our application programming interface (API) or Graphical user interface (GUI).

**Source Image Data** means any satellite images, aerial images or other remote sensing datasets sourced by LiveEO on behalf of the End-User. Delivery of such datasets may require a separate EULA between the End-User and the Third Party Vendor providing the original data.

**“Third Party Vendor** shall have the meaning given in Section 12.

**“Value-Added Product”** or **“VAP”** means any product generated by End-User based on the Content (including a reasonable facsimile of the Content) that has been modified through higher processing, technical manipulations, or the integration of additional data.

## **2. ACCEPTANCE OF LICENSING TERMS**

End-User agrees to be bound by the terms of this EULA by doing any of the following:

- accepting, wholly or partially, a quote for the supply of the Content;
- agreeing in writing to the terms of this EULA;
- opening the package containing the Content;
- downloading, installing, or using the Content on a computer or any other electronic device;
- developing, using, or making available any Derivative Product;
- damaging or destroying the Content; or
- accessing the Content either through an End-User Access Account or, if a different delivery mechanism is selected by us, accessing the Content in any other way.

A license granted under this EULA is non-transferable, unless otherwise approved in writing by us. We reserve all rights not expressly granted by this EULA or other signed writing between the Parties.

## **3. GRANTED LICENSE AND PERMITTED USES**

In consideration of the mutual covenants herein and for other good and valuable consideration, and conditioned upon End-Users acceptance of and compliance with all terms of this EULA, we grant the End-User a limited, nonexclusive, non-transferable, non-sublicensable license to:

- make unlimited copies of the Content for internal use only;
- use the Content to create a Derivative Product without restriction;

Unless otherwise agreed in writing between the Parties, End-User must not:

- sublicense, sell, rent, lease, or otherwise transfer or assign the Content to a third party, except as expressly provided in this EULA;

- copy or otherwise reproduce the Content except as provided in this EULA;
- use the Content or a VAP for any purpose not expressly permitted under this EULA;
- remove, bypass, or circumvent any electronic or other form of protection included in the Content;
- reverse engineer or otherwise attempt to derive the algorithms, databases, or data structures from which the Content is derived;
- alter or remove any copyright notice or proprietary legend contained in or on the Content.

#### **4. LICENSE UPGRADE**

To redistribute Content or VAPs for commercial purposes or any other purpose not permitted by this EULA, the End-User must request additional licensing from us. We may grant licensing allowing additional use upon the conclusion of a license upgrade for which the appropriate license fees will have been paid (“**License Upgrade**”). The relevant License Upgrade will be attached as an amendment to this EULA. The inclusion of Content or imagery and data contained in Content in any product for resale or distribution is considered value-added work and is not allowed under this EULA without purchasing the necessary License Upgrade.

#### **5. INTELLECTUAL PROPERTY**

Content and data contained in the Content are owned by us or our licensor and protected by the applicable laws. We or our licensors retain all rights, title, and ownership interest not granted under this EULA. From the date of acceptance of this EULA by one of the means listed above, End-User will employ best endeavors to protect Content, or any part of the Content, from unauthorized use, distribution, disclosure, or publication. We retain all rights over LiveEO trademarks.

#### **6. PROPRIETARY INFORMATION**

Content contains information proprietary to us or our licensor. The End-User will not alter or remove any copyright notice or proprietary statement contained in or on the Content, unless otherwise agreed by us. Furthermore, the End-User will impose this same obligation on any contractor or consultant the End-User engages and who might have access to such Content.

#### **7. LIMITED WARRANTY**

We warrant we have sufficient rights in the Content to make it available to End-User under the terms of this EULA.

We make no warranty as to the suitability of Content or its fitness for End-User's requirements or intended purposes.

We make no warranty that Content is free of errors, defects, or omissions, or that the operation and use of Content will be error-free, uninterrupted, or that all nonconformities can or will be corrected.

Except for the above express limited warranty, we disclaim all other warranties of any kind—express or implied—including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, noninterference, system integration, and noninfringement. The content and any accompanying documentation are provided “as is.” We do not warrant that Content will meet End-User's needs or expectations.

## **8. LIMITATION OF LIABILITY**

LiveEO shall only be liable for damages caused by intent or gross negligence. In the event of a slightly negligent breach of a major obligation or an accessory obligation, whose breach puts the achievement of the contractual purpose at risk or whose fulfillment is essential to the due and proper implementation of the EULA and on whose fulfillment the End-User can reasonably rely (“Essential Obligation”), the liability of Live EO is limited to the damage foreseeable at the time of conclusion of this EULA and characteristic for the EULA. LiveEO is not liable for slightly negligent breaches of accessory obligations that are not Essential Obligations. The limitation of liability under this Section applies accordingly to the LiveEO's liability (i) for reliance damages and (ii) in the event of initial impossibility if LiveEO was unaware of the impediment to performance due to slight negligence. The above exclusions and limitations of liability shall not apply in the event of malicious concealment of defects or a guarantee as to quality, to the liability for claims under the Product Liability Act, and to claims based on personal injuries (life, body, or health). This shall not entail a reversal of the burden of proof to the End-Users disadvantage. To the extent the liability of LiveEO is excluded or limited, this shall also apply to the personal liability of LiveEO's employees, members of staff, representatives, and vicarious agents. To the extent LiveEO is liable to the End-User for damages caused by slight negligence which are related to or in connection with this EULA, the liability of LiveEO will be limited to the total amount payable by the Customer on whose behalf the End-User accesses the Content to the LiveEO hereunder for the twelve (12) month period prior to the date the cause of action first arose. LiveEO's liability under compulsory statutory law remains unaffected by this maximum liability and is unlimited.

## **9. INDEMNIFICATION**

End-User will indemnify us and our licensors, and our/their respective owners, officers, directors, employees, and agents, from all loss, damages, claims, expenses, or attorney's fees sustained by or asserted against us arising from or connected with (a) End-User's use of the Content for any purpose; (b) End-User's breach of any term of this EULA; or (c) any property damage or injury to or death of any person directly or indirectly caused by End-User. We will provide End-User notice of any claim. We will have the right to participate in the defense of any claim at our expense.

## **10. TERM AND TERMINATION**

This EULA runs for an unlimited term. Upon our request, End-User will provide reasonable assurances to us that End-User's use of the Content is consistent with this EULA. We may terminate this EULA with immediate effect by notice to End-User in writing if End-User breaches any term of this EULA. In this case, End-User will have no claim to any remedy or refund of license fees paid. If End-User uses any Content in an unauthorized manner or otherwise violate this EULA, we may, at our option, select any one or more of the following remedies in addition to any remedy available at law:

- demand return of the Content;
- enjoin End-User's use of the Content;
- charge End-User a fee appropriate to End-User's use of the Content; or charge End-User for reasonable inspection and enforcement costs.

Upon termination, End-User will delete all Content and provide evidence of its deletion to us. All provisions of this EULA that by their nature contemplate performance after termination will survive termination of this EULA.

## **11. APPLICABLE LAW AND VENUE**

- (a) The laws of the Federal Republic of Germany, excluding conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods, will govern all matters relating to this EULA.
- (b) The exclusive jurisdiction and venue for any legal action arising out of this EULA will be Berlin, Germany. A material breach of this EULA adversely affecting our proprietary rights may cause irreparable harm to us, for which a remedy at law would be inadequate; we will be entitled to injunctive relief in addition to any remedy we may have under this EULA or at law.

## **12. BINDING EULA AND THIRD PARTY EULAS**

Subject to any specific terms of an order for Content incorporating this EULA, this EULA constitutes the complete and exclusive understanding between the Parties relating to its subject matter. Notwithstanding the Commercial Agreement entered into between us and End-User, this EULA supersedes all prior and contemporaneous representations, correspondence, proposals, or licensing agreements, whether oral or written. If any provision is determined to be invalid or unenforceable, the remaining provisions of this EULA will continue to be valid and enforceable. Our failure to enforce any of the provisions in this EULA will not constitute a waiver of our right to do so.

In case the End-User requires third party products (e.g. satellite imagery) ("**Third Party Vendor**") which are being resold by LiveEO, the End-User will be required to accept the conditions of the EULA of the Third Party Vendor.

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