

WildTrack Data License Agreement

This Data License Agreement (this “**Agreement**”), effective as of [DATE] (the “**Effective Date**”), is by and between WILDTRACK, INC., a North Carolina charitable organization with offices located in Durham, North Carolina (“**Licensor**”) and [Name], a [State] [Entity Type] with offices located in [Location] (“**Licensee**”). Licensor and Licensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Licensor has compiled data into the proprietary dataset described in **Exhibit A**, and such proprietary dataset is referred to in this Agreement as (the “**Data**”); and

WHEREAS, Licensor desires to license the Data to Licensee, and Licensee desires to license the Data from Licensor, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License.

(a) License Grant. Subject to and conditioned on Licensee’s compliance with all the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Data solely for the permitted use set forth in **Exhibit A** (the “**Permitted Use**”).

(b) Use Restrictions. Licensee shall only use the Data for the Permitted Use and shall not disclose, release, distribute, or deliver the Data, or any portion thereof, to any third party without Licensor’s prior written consent. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Licensor. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Data; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Data or methods used to compile the Data, in whole or in part; (iv) remove any proprietary notices included within the Data; (v) publish, enhance, or display any compilation or directory based upon information derived from the Data; or (vi) use the Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel,

or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Data.

(d) Delivery. Licensors shall deliver the Data electronically, on tangible media, or by other means, in Licensors' sole discretion, to Licensee.

2. Fees and Payment.

(a) Fees. Licensee shall pay Licensors the fees ("Fees") set forth in **Exhibit A** (or as otherwise agreed to in writing) without offset or deduction. Licensee shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Licensors may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Licensee shall reimburse Licensors for all costs incurred by Licensors in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days following written notice thereof, Licensors may prohibit access to the Data until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such, or may terminate the license and Licensors' sole discretion.

(b) Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensors' income.

3. Confidential Information and Data Security.

(a) Confidential Information. From time to time during the Term, Licensors may disclose or make available to Licensee information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of this Agreement, the Data will be deemed Confidential Information of Licensors. Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to Licensee at the time of disclosure; (iii) rightfully obtained by Licensee on a non-confidential basis from a third party; or (iv) independently developed by Licensee. Licensee shall not disclose Licensors' Confidential Information to any person or entity, except to Licensee's

employees who have a need to know the Confidential Information for Licensee to exercise its rights or perform its obligations hereunder, such employees being subject to confidentiality requirements at least as restrictive as those presented herein. On the expiration or termination of this Agreement, Licensee shall promptly return to Licensor all copies, whether in written, electronic, or other form or media, of Licensor's Confidential Information, or destroy all such copies and certify in writing to Licensor that such Confidential Information has been destroyed. Licensee's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will continue for as long as such information remains Confidential Information or as otherwise allowed by law; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Data Security. Licensee shall use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Confidential Information and to protect the Confidential Information from unauthorized access, disclosure, duplication, use, modification, or loss, using at least commercially standard practices and protecting the Confidential Information with at least a same level of protection as Licensee uses to protect its own most-confidential confidential information.

(c) Notice Requirements. Licensee shall, as soon as practicable, notify Licensor of any disclosure or potential disclosure of any Confidential Information or a breach or potential breach of the safeguards used to protect the Confidential Information. For the avoidance of doubt, Licensee must provide notice to Licensor within seventy-two (72) hours of discovering any such disclosure, potential disclosure, breach, or potential breach.

4. Intellectual Property Ownership. Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Data. Licensee further acknowledges that: (a) the Data is an original compilation protected by United States copyright laws; (b) Licensor has dedicated substantial resources to collect, manage, and compile the Data; and (c) the Data constitutes trade secrets of Licensor. Licensor may terminate this Agreement without advance notice to Licensee or an opportunity for Licensee to cure and without further obligation or liability. Licensee acknowledges and agrees that it will be considered a material breach by Licensee under this Agreement if Licensee contests any of Licensor's right, title, or interest in or to the Data, including without limitation, in a judicial proceeding anywhere throughout the world. Licensee grants to Licensor a non-exclusive, royalty-free, transferable, sub-licensable, nonrevocable, worldwide, perpetual license to use any and all intellectual property derived from or developed using the Data.

5. Disclaimer of Warranties. THE DATA IS PROVIDED “AS IS” AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE DATA, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET LICENSEE’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6. Indemnification.

(a) Licensee Indemnification. Licensee shall indemnify, hold harmless, and, at Licensor’s option, defend Licensor from and against any and all losses, damages, liabilities, or costs (including attorneys’ fees) (“**Losses**”) resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) based on Licensee’s: (i) negligence or willful misconduct; or (ii) use of the Data in a manner not authorized by this Agreement, provided that Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(b) Licensor’s Indemnification. Licensor shall not indemnify Licensee for any Losses, including any Third-Party Claims related to the Data.

(c) Sole Remedy. THIS SECTION 6 SETS FORTH LICENSEE’S SOLE REMEDIES AND LICENSOR’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE DATA INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7. Limitations of Liability. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (c) LOSS OF GOODWILL OR REPUTATION, (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR

RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE 3 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until 1 year from such date (the "**Initial Term**"). This Agreement will automatically renew for additional successive 1 year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").]

(b) Termination. In addition to any other express termination right set forth elsewhere in this Agreement, Licensor may terminate this Agreement, effective on written notice to Licensee.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 3, Licensee shall cease using and delete, destroy, or return all copies of the Data and certify in writing to the Licensor that the Data has been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

(d) Survival. Any rights, obligations, or required performance of the parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration, including the rights and obligations set forth in this Section 8(d) and Section 2, Section 3, Section 4, Section 6, Section 7, and Section 9.

9. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by each Party from time to time in accordance with this Section). The Parties shall deliver Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in the city of Durham, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(f) Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Licensors. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Licensors may freely assign or transfer any of its rights or delegate any of its obligations hereunder.

(g) Export Regulation. The Data may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Data to, or make the Data accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Data available outside the US.

(h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by Licensee of any of its obligations under Section 3 or Section 1(b) would cause Licensors irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Licensors will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WILDTRACK, NC

[LICENSEE NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

A. **DESCRIPTION OF DATA:** Collection of real and/or artificial images of animal tracks, cryptic ground evidence, animal and/or human biometric data, and/or classification information related thereto, artificial intelligence classification, ranking, or image analysis software, programs, and all methods and adaptations, modifications, and collections of the same.

B. **PERMITTED USE(S):** Use of the Data for research purposes only. In no event shall any portion of the Data or derivatives of the Data be disclosed, shared, or published.

C. **FEES:** Prior to accessing or using the Data, Licensee shall pay the fees set out in a separate writing mutually agreed upon by the Parties. For the avoidance of doubt, Licensee shall have no right to access or use the Data absent payment of fees in accordance to a prior written agreement with Licensor setting out such fees.