

ARwayKit LICENCE AGREEMENT

ARWAY Ltd, company organized under the laws of England and Wales, Company Number 11527336, having its registered office at Kemp House 152 – 160 City Road, London, EC1V 2NX, United Kingdom, represented by M. Baran Korkmaz, duly authorised (hereafter “Licensor”).

RECITALS

Licensor has developed a standalone cloud-based solution which allows reliable and uninterrupted visual positioning, capable in GPS denied environments, based on a content management platform, a mapping app and a software development kit.

This ARwayKit license agreement governs the use of Licensor’s positioning technology.

By accessing, downloading or otherwise using the ARwayKit, Licensee represents and warrants that it has the full power and authority to enter the Agreement and agrees that it has read, understood and agree to be bound by the Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1- DEFINITIONS

“**Agreement**” means this license agreement, including price details (www.arway.app/pricing)

“**Approved Purpose**” means the use of the ARwayKit in order to create and roll out augmented reality content for persistence location experience through the use of the Mapping App, the SDK and the ARWAY Web Studio.

“**ARwayKit**”: means the consolidation of Licensor’s ARWAY Web Studio, Mapping App and SDK.

“**ARWAY Cloud Server**”: means the servers operated by third parties, where ARWAY stores its backend (code base) and the Data.

“**ARWAY Web Studio**”: means Licensor’s content management platform allowing Licensee to setup the immersive augmented reality experiences linked to accurate physical locations.

“**Confidential Information**” means all confidential information including but not limited to any technical, scientific, economic, financial, commercial, marketing, accounting or business information, documentations, letters, plan, study, prototype, equipment, tools, audit, experimental data and tests, specifications, methods, processes, procedures, know-how, data, software, regardless of their form, relating to Licensor’s activities, the ARwayKit or the Approved Purpose which Licensor or its representatives directly or indirectly discloses to Licensee.

“**Content**”: means the augmented reality content (text, video, image, audio, 3D model, etc.) lawfully owned by Licensee which is uploaded by Licensee on the ARWAY Web Studio.

“**Data**”: means data and meta data, other than Personal Data and Content, generated by the use of the ARwayKit, such as the clouds of feature points generated through the use of the Mapping App, the setup of immersive augmented reality experiences linked to accurate physical locations through the use of the ARWAY Web Studio, on-cloud localization, maps and transmission of compressed raw sensor data for the need of localization through the ARwayKit.

“**Effective Date**”: means the date of entry into force of the Agreement, indicated in the front page of the Agreement.

“Floor Plan”: means the Image of the floor plan, uploaded by Licensee on the ARWAY Web Studio, describing the area where to create and roll out augmented reality content for persistence location experience.

“Intellectual Property Rights” means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, computing, literary or artistic field and any application or right to apply for registration of any of these rights.

“Licensee”: means the entity or individual that has the contractual permission, under the Agreement, to use the ARwayKit.

“Mapping App”: means Licensor’s app that captures 3D models of physical spaces with a camera.

“Personal Data”: means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“SDK”: means Licensor’s software development kit used by Licensee to be embedded in its own application in order to interoperate with the ARWAY Cloud Server.

ARTICLE 2 – GRANT OF LICENSE

2.1 Subject to Licensee’s complete compliance with all the terms and conditions set forth in this Agreement, Licensor grants Licensee the non-exclusive, non-transferable, non-sublicensable and revocable license to use the ARwayKit, including possible upgrades, for the Approved Purpose in connection with developing Licensee’s own application that interoperate with Licensor’s positioning technology and in accordance with the license plan selected by Licensee.

2.2 Licensor shall not: i) use the ARwayKit in any manner not expressly authorized under this Agreement, ii) disclose the content of the Agreement or ARwayKit to any third party non-expressly authorized in writing by Licensor, iii) use the data generated or transmitted by the ARwayKit for any other purpose than the Approved Purpose without prior written consent from Licensor, iv) modify, alter, change, translate, create derivative works or copies of the ARwayKit, v) subject to applicable law, reverse engineer, decompile, disassemble or otherwise reduce the object code of the ARwayKit to source code form; vi) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in or otherwise transfer the rights granted under the Agreement to any third party non-expressly authorized in writing by Licensor.

2.3 Licensor shall provide Licensee with restricted login identifications for connection to the ARwayKit, through an encrypted channel. Licensee shall keep login means confidential and shall not sublicense, transfer, sell or otherwise disclose login identifications to unauthorized third-parties. Licensee shall contact Licensor immediately if Licensee discovers or reasonably believes that an unauthorized third-party is using the login identifications. Licensor reserves all right, at any time, to suspend or erase any login identification in case of misuse or improper use or use in a manner not compliant with the Agreement and to perform any maintenance and updates from time to time.

2.4 Licensee may not use the ARwayKit for any purpose of lifesaving, emergency response or for deployment in any circumstance in which failure would be likely to lead to personal injury, death or property damage.

2.5 Licensee undertakes to comply with its local laws in force from time to time when using the ARwayKit.

2.6 Licensor may, at its sole discretion, upon Licensee’s request and subject to the execution of a prior written agreement, grant Licensee the right to sublicense its rights in part or in full.

ARTICLE 3 – TERM AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and will remain in effect until terminated by either party, with one (1) month notice period. In such a case, Licensee is not entitled to any refund of license fees paid or due.

3.2 Either party may terminate the Agreement with immediate effect by notice in writing in the event i) the other party materially breaches any of its obligations under the Agreement, unless the breach is remedied within a seven (7) day period following the formal written notice by email, or ii) subject to applicable law, the other party is or becomes the subject of bankruptcy or insolvency proceedings or otherwise ceases payments.

3.3 Following any termination of this Agreement, Licensee must immediately uninstall and cease use of the ARWAY Web Studio, Mapping App and SDK and destroy, if the case may be, all possible copies.

3.4 It is Licensee's liability, before termination of this Agreement, to take all necessary measures in order to store on its own computer storage media or servers the Content it uploaded on the ARWAY Web Studio.

3.5 Sections 5 to 9 and 18 shall survive any termination or expiry of this Agreement.

ARTICLE 4 – FEES AND PAYMENT

4.1 In compensation for the type of license plan chosen by Licensee (<https://developer.arway.app/usr/settings.php>) or within the course of the Agreement and in accordance with price details (www.arway.app/pricing) evolving from time to time as explained in Article 4.2 hereunder, Licensee shall pay to Licensor the fees in force at the time of payment.

4.2 It is expressly agreed between the parties that Licensor shall be entirely free to determine and modify the terms and conditions of its license plans and the amount of the fees of its license plans supplied to its licensees, without any right for Licensee to raise any claim in connection with Licensor's decisions in this respect. Licensor reserves the right to amend the license plans and fees at the latest two (2) months before their notification of entry into force. If Licensee does not want to accept the new plans and/or fee schedule, it will be free to terminate the Agreement before the new plans and/or fee schedule enter into force.

If Licensee continues to use the ARwayKit (or any item of the ARwayKit) after the new plans and/or fee schedule entered into force, the license will be automatically submitted to the new plans and/or fee schedule.

4.3 The fees defined in Article 4.1 and 4.2 above shall be paid in advance to Licensor on the grounds of the invoices issued by Licensor, on a monthly basis. Any and all taxes and duties to be paid, including in particular value added tax, will be added to the amount of the fees.

4.4 Except for the enterprise plan, the payment shall be made in advance for the coming month; any additional payment due shall be calculated by the Licensor after each invoicing month and invoiced in connection with the following calendar month's invoice. Any additional payment will be submitted to interest on overdue payments in compliance with applicable law.

For the enterprise plan, the payment shall be made within 30 days of the date of receipt of all Licensor's invoice and will be submitted to interest on overdue payments in compliance with applicable law.

ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS

5.1 All Intellectual Property Rights over and in respect of the ARwayKit, the ARWAY Web Studio, the SDK, the Mapping App, the visual interfaces, interactive features, information, graphics, design, compilation, computer code, products, services and all other elements of the ARwayKit and related documentation are owned by Licensor (or its third parties' licensor if the case may be). Licensee does not acquire any other right whatsoever in the ARwayKit, including without limitation ownership right, than the ones specifically granted and described in the Agreement.

5.2 All know-how transmitted by Licensor to Licensee in accordance with the execution of the Agreement is strictly confidential.

5.3 Licensor reserves and retain all right to include or exclude any possible third-party software within the ARwayKit, which are provided to Licensor by their authors under separate license terms. Licensee's use of the third-party software in conjunction with the ARwayKit in a manner consistent with this Agreement is allowed but nothing in this Agreement is intended to grant any kind of warranty for a specific purpose or of peaceful possession on third-party software.

5.4 Subject to the limited license granted to Licensee under the Agreement, all Intellectual Property Rights i) to the clouds of feature points generated through the use of the Mapping App, ii) to the setup the immersive augmented reality experiences linked to accurate physical locations, iii) to on-cloud localization, maps and transmission of compressed raw sensor data for the need of localization, belong to Licensor.

5.5 Licensee hereby grants to Licensor a non-exclusive, non-transferable, free of charge and worldwide right to use the Content in relation with the provision by Licensor of access and use, by Licensee, of the ARwayKit, for the duration of copyright and other Intellectual Property Rights.

Licensee hereby grants to Licensor a non-exclusive, transferable, free of charge and worldwide right to use the Floor Plan, for the duration of copyright and other Intellectual Property Rights, even after the termination of the License.

5.6 If Licensee provides Licensor with any proposals for enhancements or modifications, feedback or bug reports, such content is provided on a non-confidential basis between the parties, under a similar license as in Article 5.5, and Licensor shall have the right to use such content, at its discretion, in order to enhance or upgrade the ARwayKit.

5.7 Licensee must indemnify, defend and hold harmless Licensor from and against any and all claims, demands, actions, suits, expenses and damages resulting from or in connection with Article 5.5 and 5.6.

ARTICLE 6 – DATA

6.1 Unless otherwise agreed in writing and subject to the terms and conditions applicable to the relevant license plan, Licensor reserves and retain all ownership, right and title on Data.

6.2 Nothing in this Agreement shall affect or prejudice in any manner whatsoever the rights of Licensor to use Data and Floor Plan in order to improve, upgrade or refine the ARwayKit or any part or element of the ARwayKit and to use them for all its commercial activities, analyses, machine learning, benchmarking, maintenance and support, Data security or training activities.

ARTICLE 7 – CONFIDENTIALITY

7.1 During the whole term of this Agreement and for a five-year period following the termination of this Agreement for whatever reason, Licensee shall not use, assign or disclose, directly or indirectly, any information and trade secret related to Licensor that would have been disclosed by Licensor or that Licensee would have been aware of while performing this Agreement, and especially information regarding technical and commercial elements relating to the ARwayKit and any kind of Confidential Information.

7.2 If Licensee violates this confidentiality obligation, Licensee shall bear the entire consequences resulting from such violation.

ARTICLE 8 – LIMITED WARRANTY

8.1 Licensor warrants that for a period of thirty (30) days from the date of its first delivery, the ARwayKit substantially conforms to Licensor's documentation.

8.2 This warranty does not apply if the ARwayKit i) has not been installed, operated, repaired or maintained in accordance with instructions supplied by Licensor, ii) has been subjected to abnormal physical accident or misuse, c) has been altered or modified by Licensee or any third party without the previous written consent of Licensor.

8.3 Licensee acknowledges that data transmission over the Internet is of relative technical reliability. The communication of any data is conducted by Licensee under its responsibility and, even though Licensor shall implement technical and organizational measures to secure data, it is Licensee's responsibility to take all appropriate measures to protect all its data and equipment from any damage caused by third parties.

ARTICLE 9 – LIMITATION OF LIABILITY

9.1 LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR PROVIDES THE ARwayKit “AS IS”.

LICENSOR MAKES NO PROMISES, REPRESENTATION OR WARRANTIES, EITHER EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE ARwayKit, ITS USE, RESULTS OR PERFORMANCE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND OTHER IMPLIED OR STATUTORY WARRANTIES.

LICENSOR MAKES NO WARRANTY THAT THE USE OR OPERATION OF THE ARwayKit WILL BE UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT IT WILL BE PROTECTED AGAINST ALL POSSIBLE THREATS.

9.2 UNDER NO CIRCUMSTANCES SHALL LICENSOR (OR ITS AFFILIATE, PARTNER, SUPPLIER OR LICENSORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ACCESS OR USE OR INABILITY TO ACCESS OR USE OF THE ARwayKit.

9.3 THE LIABILITY OF LICENSOR IS, IN ANY EVENT, LIMITED TO THE AMOUNTS INVOICED TO LICENSEE AND PAID FOR THE USE OF THE ARwayKit UNDER THE AGREEMENT DURING THE LAST SIX (6) MONTHS.

9.4 IT IS EXPLICITLY UNDERSTOOD BY LICENSEE THAT THE OBLIGATIONS IN THE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL INDEMNITIES AND WARRANTIES SET FORTH HEREIN, ARE FROM LICENSOR ONLY AND ARE NOT OBTAINABLE OR ASSUMED BY ANY THIRD PARTY, INCLUDING AUTHORS OR EDITORS OF THIRD PARTIES’ SOFTWARE.

9.5 This Article 9 will survive termination or expiry of this Agreement.

ARTICLE 10 – PERSONAL DATA PROTECTION

10.1 In using the Personal Data conveyed by Licensee for the needs of the enforcement of the Agreement, Licensor acts as a controller (processing is necessary for the performance of the Agreement).

Licensor takes every necessary measure and ensures that its use of the Personal Data will comply with the applicable data protection laws.

Licensor will not make the Personal Data available to any unauthorized third party or license, sell, rent, lease, transfer, assign, republish, distribute or display them in any manner not expressly permitted by Licensee under the Agreement.

Licensee acknowledges to be informed and undertakes to inform data subjects that any data subject concerned by the performance of the Agreement has the following rights in respect of the processing of his Personal Data: i) to request access to his Personal Data; ii) to have his Personal Data corrected, if it is inaccurate or not up to date; iii) to have his Personal Data erased (although such right might be legally limited); iv) to receive a copy of his Personal Data in a structured, commonly used and machine-readable format and transmit it to another data controller (data portability); v) to object to processing of his Personal Data with regard to his particular situation and to restrict processing of his Personal Data in the cases provided by law; vi) to object to marketing communications (notably when profiling is used); vii) to withdraw his consent at any time, for the purposes for which consent is the legal basis of the processing; viii) to lodge a complaint with the supervisory authority, even though data subjects are first encouraged to contact Licensor to resolve any possible issue. To exercise these rights, the data subjects may contact Licensor, as identified in the front page of the Agreement, and provide a proof of their identity.

10.2 Licensee undertakes to act in compliance with applicable data protection laws for its own processing of Personal Data for the performance of the Agreement and to provide Licensor with the relevant privacy contact details.

10.3 It is expressly agreed that all necessary data collected and processed for clouds of feature points shall not include any Personal Data (such as video of data subjects). The current license is not granted for any kind of such use of the ARwayKit. It is Licensee's liability to avoid any mapping action including Personal Data.

ARTICLE 11 – NOTICES

11.1 For the performance of this Agreement, the address of each party is deemed to be the address which is indicated on the front page of this Agreement. Should any party change its address during the term of this Agreement, this party shall inform the other party of such change by registered mail.

ARTICLE 12 – SEVERABILITY

12.1 The parties expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law.

12.2 To the extent that any provisions of this Agreement are held to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remaining clauses of this Agreement will be unaffected.

ARTICLE 13 – ENTIRE AGREEMENT

13.1 This Agreement contains the entire agreement between Licensee and Licensor and supersedes any previous understanding, commitments or agreements, oral or written.

ARTICLE 14 – MODIFICATIONS OF THE GENERAL TERMS OF THE LICENSE

14.1 With regard to the evolutive nature of the ARwayKit and features and to the possible evolution of the license plans and fees, the parties expressly agree that Licensor may modify, from time to time, the general terms of the contractual license applicable to the use of the ARwayKit.

Licensor reserves the right to amend the general terms of the license at the latest two (2) months before their notification of entry into force.

If Licensee does not want to accept the new provisions of the license, it will be free to terminate the Agreement before the new provisions enter into force.

If Licensee continues to use the ARwayKit (or any item of the ARwayKit) after the new provisions entered into force, the license will be automatically submitted to the new provisions of the license.

ARTICLE 15 – MODIFICATIONS OF THE CHOSEN LICENSE PLAN

15.1 At any time during the Agreement, Licensee may decide to change its license plan, by notifying in writing such decision to Licensor.

15.2 The new license plan will enter into force the following month, all past invoices remaining due.

ARTICLE 16 – ASSIGNMENT

16.1 Subject to applicable data protection law enforcement, Licensor may assign this Agreement without restriction and without any notice to Licensee.

ARTICLE 17 – FORCE MAJEURE

17.1 The parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.

17.2 Force majeure shall be understood to be any external circumstance on which Licensor cannot have any influence but which prevents Licensor from fulfilling its obligations (including fire, explosion, strikes, pandemic, confinement, unforeseen government measures, natural disasters, war situation).

17.3 Throughout the duration of the circumstances of force majeure, the parties shall be entitled to suspend the fulfilment of their obligations. If this period lasts more than two months, either of the parties shall be entitled to terminate the Agreement without any obligation to pay any form of direct or consequential damages to the other party (subject to the full payment of all past due invoices).

ARTICLE 18 – GOVERNING LAW

18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales.