

Background Information

If your organization is interested in participating in Google’s DeepMind geospatial research program, please verify that the Contact Information below is correct and that the person listed is a qualified representative from your organization. That person needs to read and accept our terms and conditions to initiate the program. This Content License and Research Agreement (“Agreement”) is entered into by and between Google LLC (“Google”) with an address at 1600 Amphitheater Parkway, Mountain View, CA, 94043 and the organization identified in the signature page (referred to as “Licensee”, “You” or “Your”). The “Effective Date” of this Agreement is the date of Your acceptance.

Effective Date

2020-03-09 08:24 PDT-US/Pacific

Check Lists

Other Content

- ☐ Finance
- ☐ Games
- ☐ Health
- ☐ Movie Data
- ☐ Music
- ☒ Non-Geo Images (e.g., photos, story images, artwork, graphics)
- ☐ Non-Geo Text (e.g., content descriptions, story text, URLs to related sites)
- ☐ Parking Data
- ☐ Products (e.g., information about products, offers, reviews)
- ☐ Sports
- ☐ TV
- ☐ Traffic
- ☐ Transit
- ☐ Travel
- ☐ Video
- ☐ Weather
- ☒ other

Agreement

CONTENT LICENSE AND RESEARCH AGREEMENT

Terms

This content license and research agreement consists of the Information Table, these terms, and any attachments (together the “Agreement”).

1 Definitions

1.1 In this Agreement, the following definitions apply unless expressly stated otherwise. In addition, all terms in quotation marks in the Information Table are defined terms in this Agreement.

- (a) “**Background IP**” means all Intellectual Property owned or licensed by a party (a) before the Effective Date; or (b) independent of this Agreement.
- (b) “**Confidential Information**” means information that one party (or an affiliate) discloses to the other party under this Agreement or in performance of the Research, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that was independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Each party’s Intellectual Property (including Background IP) is that party’s Confidential Information.
- (c) “**High Risk Activities**” means any application, system, or function where the failure of the application, system, or function could lead to death, personal injury, or environmental damage, not limited to flight navigation, air traffic control, or real time route guidance (including without limitation, turn-by-turn route guidance and other routing that is enabled through the use of a sensor, or for or in connection with any systems or functions for automatic or autonomous control of vehicle behavior).
- (d) “**Intellectual Property**” or “**IP**” means anything protectable by an Intellectual Property Right.
- (e) “**Intellectual Property Rights**” means all patent rights, copyrights, trademark rights, rights in trade secrets, database rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.
- (f) “**Licensed Content**” means the data provided to Licensee under this Agreement, during the Agreement Term, as specified in Exhibit A.
- (g) “**Publication**” means any disclosure or publication reporting the Research Results, including manuscripts, articles, presentations, or posters.
- (h) “**Purpose**” means the use of the Licensed Content to support the non-commercial creation of navigation research, including pathfinding, geo-positioning, map creation, and spatial reasoning.
- (i) “**Research**” means the Purpose-related research that Licensee conducts using Licensed Content in the Territory.
- (j) “**Research Invention(s)**” means all Intellectual Property (including inventions, discoveries, and works of authorship) conceived and reduced to practice by Licensee under this Agreement.

(k) “**Research Results**” means all results of Research that are solely created by Licensee.

1.2 In this Agreement, (a) “**including**” means “including but not limited to,” and (b) examples are illustrative and not the sole examples of a particular concept.

2. Content License

2.1 License.

(a) Grant. Subject to the terms and conditions of this Agreement, during the Agreement Term, Google grants to Licensee a non-exclusive, worldwide, royalty-free, non-transferable and non-sublicenseable license to use (including reproducing and creating derivative works of) the Licensed Content in the Territory for the Purpose.

(b) Restrictions. Licensee agrees that it will not, and it will not permit any third party to:

- (i) use the Licensed Content in any manner or for any purpose not expressly authorized in this Agreement;

- (ii) transfer, sell, lease, lend, sublicense, disclose to any third party, or make any commercial use of the Licensed Content, except as expressly permitted under this Agreement;

- (iii) remove, deface, obscure, or alter Google’s copyright notice, Google brand features or other notices, branding, text, or images, affixed to or provided as a part of the Licensed Content;

- (iv) use the Licensed Content for High Risk Activities;

- (v) monetize the Licensed Content or portions thereof in any way;

- (vi) use Licensed Content to derive any personally identifiable information about an individual; or

- (vii) decompile, “unlock”, reverse-engineer, disassemble, or otherwise translate the Licensed Content.

(c) Reporting. If Licensee becomes aware of third parties engaging in any of the activities described in Section 2.1(b)(Restrictions), Licensee will notify Google immediately and will reasonably cooperate with Google to stop such activities (including by terminating the use of the Licensed Content in the Licensee’s system if Google determines that the abuse cannot reasonably be prevented).

(d) Subcontracting. Licensee may use subcontractors to assist it with the fulfillment of its obligations and exercise of its rights under this Agreement, if such

subcontractors are subject to the same obligations and restrictions as Licensee. Licensee will be responsible for any acts or omissions of its subcontractors, and for ensuring that its subcontractors comply with the terms of this Agreement.

(e) Updates. Licensee will rely on any updates of the Licensed Content should Google require updates or revisions. Licensee is required to rely solely on the most up to date version of the Licensed Content.

2.2 Licensed Content Delivery. Google will make the Licensed Content available to Licensee as specified in Exhibit A.

2.3 Retention of Rights. As between the parties, Google retains all rights in the Licensed Content and in all Google products and services, and any content created, submitted or used in connection with the Google products and services.

2.4 No Other Restrictions. Nothing in this Agreement:

(a) restricts Google from transferring, licensing or using the Licensed Content in any way for any purpose or use; or

(b) restricts Google from exercising any rights it has at law (including under the U.S. Copyright Act).

2.5 No Fees. Unless otherwise expressly stated in this Agreement, no fees or other payments apply, and each party is responsible for its own costs and expenses in connection with the fulfillment of its obligations, under this Agreement.

3. Research; Reports; Publications

3.1 Publication of Research.

(a) Removal of Licensed Content. Licensee will not include any raw Licensed Content in any Publication without Google's express prior written consent.

(b) Removal of Confidential and Private Information. The Licensee will delete from any Publication Google's Confidential Information and any information related to an individual's privacy right that Google requests be removed.

(c) Attribution in Publications. In accordance with academic standards and custom, Licensee will, using a hyperlink to be provided to the Licensee by Google, cite in all Publications contributions made to the Research by DeepMind's StreetLearn research project.

4 Representations and Warranties

4.1 By Both Parties. Each party represents and warrants that:

(a) it has full power and authority to enter into, and grant the licenses, in this

Agreement; and

(b) its compliance with this Agreement will not violate any agreements that party has with any third party.

4.2 By Licensee. Licensee represents and warrants that:

(a) It will not provide Google with any third party's confidential or proprietary information unless Licensee obtains the third party's and Google's prior written consent; and

(b) it will not provide Google with any other information or materials that are subject to other applicable restrictions (including contractual or legal restrictions).

4.3 Disclaimers. THE PARTIES' ONLY REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE EXPRESSLY SET OUT IN THIS SECTION 5 (REPRESENTATIONS AND WARRANTIES). SUBJECT TO SECTION 7.3 (EXCEPTIONS TO LIMITATIONS), THE PARTIES DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED), INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION: (1) GOOGLE, ITS AFFILIATES, LICENSORS, AND EACH OF THEIR SUPPLIERS DISCLAIM ANY REPRESENTATION OR WARRANTY OF CONTENT ACCURACY. THE LICENSED CONTENT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE FOR OR IN CONNECTION WITH ANY HIGH RISK ACTIVITY, AND LICENSEE AGREES NOT TO USE THE LICENSED CONTENT IN SUCH HIGH RISK ACTIVITIES.

5. Limitations of Liability

5.1 Liability. IN THIS SECTION 7 (LIMITATIONS OF LIABILITY), "**LIABILITY**" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.

5.2 Limitations. SUBJECT TO SECTION 7.3 (EXCEPTIONS TO LIMITATIONS):

(a) NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR:

(i) THE OTHER PARTY'S LOST REVENUES;

(ii) EXEMPLARY OR PUNITIVE DAMAGES; OR

(iii) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); AND

(b) EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR

RELATING TO THIS AGREEMENT IS LIMITED US\$10,000.

5.3 Exceptions to Limitations. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR:

- (a) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS;
- (b) FRAUD OR FRAUDULENT MISREPRESENTATION;
- (c) BREACH OF SECTION 6 (CONFIDENTIALITY; PUBLICITY);
- (d) VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR
- (e) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6 Confidentiality; Publicity

6.1 Confidentiality Obligations. The recipient will not disclose the Confidential Information, except to affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, and that they keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

6.2 Limited Rights. Except for the limited use rights set out in this Agreement, neither party acquires any right, title, or interest in and to the other party's Confidential Information.

6.3 Independent Development. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally or receiving proprietary information from third parties in confidence that may be similar to the disclosed Confidential Information. Nothing in this Agreement will be construed as a representation or inference that the receiving party will not develop products, for itself or others, that compete with the products, processes, systems or methods contemplated by disclosed Confidential Information, as long as the receiving party does not do so in breach of this Agreement.

6.4 No Publicity. Subject to a requirement of applicable law, neither party may make any public statement (including a press release) regarding this Agreement without the other's written approval.

7. Term and Termination

7.1 Agreement Term. This Agreement will start on the date of Licensee signature and

continue until terminated. Either party may terminate this Agreement with 30 days' prior written notice.

7.2 Termination.

(a) For Cause. Either party may terminate this Agreement immediately on written notice if the other party:

(i) is in material breach of this Agreement and fails to cure that breach within 30 days after receiving written notice from the first party identifying the breach; or

(ii) is unable to meet its obligations under this Agreement for more than 30 days due to force majeure.

(b) For Convenience. Either party may terminate this Agreement at any time on 30 days written notice to the other party.

(c) For Adverse Impact. If Google has a reasonable, good faith belief that Licensee's use of the Licensed Content has or may have an adverse impact on Google's reputation or goodwill, Google may provide Licensee with notice of such adverse impact. If after 5 days of Google's notice, Licensee has failed to appropriately remedy its use of the Licensed Content, or if the adverse impact is incapable of remedy, Google may terminate this Agreement immediately.

7.3 Effects of Termination. On expiration or termination of this Agreement for any reason (contractual or otherwise):

(a) Licensee will stop using all Licensed Content, return all Licensed Content to Google immediately, destroy any remaining copies or content; and

(b) Sections 3 (Research; Reports; Publications) to Section 10 (General) of this Agreement (and any other Sections that under their terms or by implication ought to survive) will survive.

8. General

8.1 Notices. All notices of termination or breach must be in writing and addressed to the other party's postal or email address for legal notices as specified in this Agreement. All other notices must be in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

8.2 Affiliates, Consultants, and Contractors. Google may use its affiliates, consultants, and contractors in connection with the performance of its obligations and exercise of its rights under this Agreement, provided that those parties are subject to the same obligations as Google.

8.3 Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

8.4 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

8.5 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

8.6 No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

8.7 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

8.8 Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

8.9 Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

8.10 Entire Agreement. This Agreement supersedes all other agreements between the parties relating to its subject matter.

8.11 Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

8.12 Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED GOOGLE PRODUCTS OR SERVICES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

Exhibit A: Licensed Content & Data Delivery

1. Licensed Content.

Licensed Content means Street View dataset made available for navigation research purposes, more specifically:

- Geographic locations: Pittsburgh, New York City

- Number of panoramas: 50,000 in each of Pittsburgh and New York City
- Filename: StreetLearn dataset

2. Data Delivery and Storage. Google will deliver the Licensed Content to Licensee through Google Drive, or another mutually agreed upon delivery mechanism.

Signatory Information

Contracting Entity: 10xBETA LLC
 Url:
 Name: Thomas Lloyd
 Title: Mr
 Email: tom.lloydns@gmail.com
 Address: 26 Rue de le Dalbade
 Country: France
 Phone: 0766306047
 Fax:

Accept Agreement

Note: If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these terms and conditions. If you don't have the legal authority to bind, please do not click the "Accepted and Agreed" button below.

By checking this box, I am accepting this Agreement on behalf of the entity **10xBETA LLC**. I represent and warrant that (a) I have full legal authority to bind the entity to this Agreement, (b) I have read and understand this Agreement, and (c) I agree to all terms and conditions of this Agreement on behalf of the

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entity that I represent.

Accepted and Agreed

DeepMind/Streetview Outbound Data License and Research Agreement V.1 (NA) [#5668600916475904]
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