

## TERMS AND CONDITIONS

*Published on July 8 2023. Effective as of July 8 2023. These Terms and Conditions replace and supersede all prior versions.*

The DeepMatrix Private Limited (hereinafter “**DeepMatrix**”, “**We**”, “**Us**” or “**Our**”) Terms and Condition (“**Agreement**”, “**Terms**”) govern User (hereinafter “**User**”, “**You**”, “**Your**”) access to and use of Our cloud-based Services, products, and platform, including Our websites, email notifications, software, applications, and other services that link to these Terms (collectively, the “**Services**”). Your use of Our Services is also subject to Our Privacy Policy. By accessing and or using the Services, you agree to be legally bound by these Terms, even if You are accessing Our Services on behalf of a company/ business. The Services are available for Your use only on the condition that You agree to all of the Terms set forth below. If You do not agree to all the Terms, do not access or use the Services. Any representation, affirmation of fact, and course of prior dealings, promises or condition in connection, therewith, or usage of the trade not incorporated herein, shall not be binding on either Party. The rights and obligations contained herein shall be binding upon the Parties, their legal representatives, successors, and permitted assigns.

### 1. Eligibility

By agreeing to these Terms, You represent and warrant to us that:

- (a) Your access and or use of the Service is in compliance with all applicable laws and regulations;
- (b) You have reached the age of legal majority and are competent to enter into a legally binding agreement(s) under the applicable law.

### 2. User Responsibility

You will only use the Services for Your own internal, personal use or as permitted by separate agreement, and only in a manner that complies with all laws that apply to You. If Your use of the Services is prohibited by applicable laws, then You aren’t authorized to use the Services. We can’t and won’t be responsible for Your using the Services in a way that breaks the law.

You agree to provide Us with accurate, complete, and updated registration information about Yourself and the company/ business You represent. You may not transfer Your account to anyone else without Our prior written permission.

You will not share Your Account or password with anyone, and You must protect the security of Your account and Your password. You’re responsible for any activity associated with Your account. As between You and others (including Your employer), Your account belongs to You. However, if the Services were purchased by another Party for You to use, the Party paying for such Service has the right to control access to and get reports on Your use of such paid Services.

You are solely responsible for ensuring that You comply with all applicable local, state, central, and international laws and regulations related to the operation of unmanned aerial devices, data collection and Your use of the Service in Your territory of operation, including any applicable laws with regard to privacy and You will obtain and maintain all necessary licenses, consents, and authorizations of any kind for accessing and or using Our Services.

These Terms constitute a binding agreement, and if You do not agree to this contract, do not access or otherwise use Our Services. If You wish to terminate this agreement, at any time You can do so by closing Your account and no longer accessing or using Our Services.

### **3. Modification**

We may revise and update these Terms at any time and we may alert You by updating Our Terms and Conditions webpage and sending you a notification email. Your continued usage of Our Services after any changes to these Terms will be deemed as acceptance of such changes. Any aspect of the Services may be changed, supplemented, deleted or updated without notice, at Our sole discretion. We may also change or impose fees for Products and Services at any time, at Our sole discretion. We may establish or change, at any time, general practices and restrictions concerning Our other products and services at its sole discretion.

### **4. Ownership; Proprietary Rights**

The Service is owned and operated by Deepmatrix. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("**Materials**") provided by Deepmatrix are protected by intellectual property and other laws. Except as expressly authorized by Deepmatrix, You may not make use of the Materials. In addition, we will own any and all right, title, and interest in, and to any feedback, suggestions, information, or materials You convey to us related to the Service in connection with Your use of the Service ("**Feedback**"). You hereby assign to Deepmatrix all right, title, and interest in such Feedback.

### **5. Your content in Our Services**

You will need a Deepmatrix Account ("**Account**") in order to use Our Services. You may create Your own Account, or Your Account may be assigned to You by an administrator, such as Your employer. Multiple users may not use the same User Account via sharing login details or utilizing a team-based email address, and only one human being can be associated with a particular User Account.

Certain features of the Service may require and or permit users to upload and or generate or post content, including messages, reviews, video, maps, models, folders, data, text, photographs, images, and data gathered by a drone or device ("**User Content**"). You retain ownership of any intellectual property rights that You hold in that User Content.

To provide Our Service, we do require a license to Your User Content, so that we can store Your data on Our servers, process it and transmit it to You: when You upload, submit, store, send or receive content to or through Our Services, you hereby grant to Deepmatrix (and those we work with) a non-exclusive, worldwide license to use, store, reproduce, process, modify, publish, transmit, display, and distribute Your User Content. The rights You grant in this license are for the limited purpose of operating and improving Our Services, and to develop new products and services. This license continues even if You stop using Our Services.

Why do we need these rights? The following situations are a few examples of where we would need these rights:

- In order to receive Your uploaded images, we need the right to store and transmit the data.
- We need the rights to store, transmit, process, modify the user content (images) in order to turn Your images into maps and 3D models.
- If You would like to see the resulting maps/models and share them with people You have selected using Deepmatrix, we need the rights to transmit, display and distribute Your user content.
- Again - since You own the Intellectual Property of the User Content, that means we can't share or distribute this data without Your permission, and we need this permission in order to provide the service to You.

#### **6. User Content Representations and Warranties**

You are solely responsible for Your User Content and the consequences of posting or publishing User Content. By posting and publishing User Content, You represent, and warrant that: You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize Deepmatrix and users of the Service to use and distribute Your User Content; and Your User Content, and the use thereof as contemplated herein, does not and will not: (i) infringe any third-party right, including any intellectual property, privacy or proprietary right; or (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person.

#### **7. User Content Disclaimer**

Deepmatrix is under no obligation to edit or control User Content that You or other users post or publish and will not be in any way responsible or liable for User Content. Deepmatrix may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in Our sole judgment violates these Terms or is otherwise objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against Deepmatrix with respect to User Content.

#### **8. Restrictions on the Use of Our Services**

In addition to other restrictions set forth in these Terms, You represent, warrant, and agree that You will not contribute any User Content (as defined in clause 6) or otherwise use the Services or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including Deepmatrix);
- (b) Violates any law or regulation, including any applicable export control laws;
- (c) Violates Our Policies and Guidelines;
- (d) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (e) Jeopardizes the security of Your Deepmatrix account or anyone else's (such as allowing someone else to log in to the Services as You);

- (f) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (g) To protect Your Account, keep Your password confidential. You are responsible for the activity that happens on or through Your Account. Try not to reuse Your Account password on third-party applications
- (h) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (i) You will not use or access any Service, information, application or software in a manner not expressly permitted by us.
- (j) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Materials (through use of manual or automated means);
- (k) Copies or stores any significant portion of the Content except as may be permitted by this or separate agreement; or
- (l) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of Your right to use or access the Services.

## 9. Billing and Payment

Access to the Service requires You to purchase a subscription and to pay our automatically recurring monthly or annual subscription fees. Access to certain features of the Service may require You to pay additional fees.

All paid plans must enter a valid payment account. Free accounts are not required to provide payment account information. An upgrade from the free plan to any paid subscription plan will trigger an invoice. For monthly payment subscription plans, the Service is billed automatically in advance via credit card or any other payment method mentioned in order form on a monthly/annual basis and is non-refundable. We do not allow downgrade of purchase plans. Pro-rata adjustment shall be made on upgrades of subscription. There will be no refunds or credits for partial months of service, downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

Deepmatrix has the legal obligation to pay or collect any such taxes, duties or tariffs, the appropriate amount shall be paid by User. You agree to indemnify and hold Deepmatrix harmless for any liability for any tax, duty or tariff in connection with the sale, as well as the collection or withholding thereof, including penalties and interest.

## 10. Fees

During the Contract Term ("**Contract Term**" as stated in the Order Form), You will be charged fees for Users and any applicable add-on features or activity-based features. Except as otherwise specified herein or in an Order Form: (a) fees are quoted and payable in INR/USD; (b) User and add-on fees are based on Services purchased and not actual usage; (c) Your obligation to pay all fees is non-cancellable, and fees paid are non-refundable. Deepmatrix will not increase the fees during the contract term stated in the then current Order Form. On renewal, you acknowledge that we

may, from time to time, add additional features or functionality to the Services that we do not make generally available without payment of additional fees, and that Your access to and use of such additional features and functionality may require payment of additional fees.

#### **11. Payment Terms**

The User shall pay fees via credit card or other payment methods specified in the order sheet ("**Order Form**"). If You are making payments of fees via credit card, you agree to provide accurate payment information and hereby authorize Deepmatrix to charge such credit card for all fees set forth in an applicable Order Form for the Contract Term (and any renewal thereof).

For payment of Products or Services by any method other than credit card, beginning on the start date set forth in an Order Form, Deepmatrix shall invoice You for fees in accordance with the payment frequency stated in the applicable Order Form. You shall pay in accordance with the Order Form. Unless otherwise stated in the applicable Order Form, all payments for which invoices are delivered are due within fifteen (15) days after the date of the invoice or Purchase Order.

If Deepmatrix does not receive payment by the applicable due date, then Deepmatrix may assess a late fee of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid and/or condition future Contract Term renewals and Order Forms on payment of fees due in the past.

If You have elected to pay via credit card and the credit card is charged back to Deepmatrix or if any amount invoiced to You are not paid within fifteen (15) days of the invoice date, Deepmatrix may: (i) with respect to chargebacks, cease charging Your credit card and invoice You for the amount charged back and any future amounts; (ii) accelerate the payment of any amount payable; (iii) immediately suspend Your access to the Products or Services until payment is made; and/or (iv) immediately terminate the applicable Order Form for which amounts were due and/or terminate this Agreement.

#### **12. Acceptance of Completed Services**

Acceptance of completed services shall be deemed to occur immediately upon completion unless User provides written notification of non-conformity within 15 calendar days of completion of service.

#### **13. Taxes**

Pursuant to prevailing rules and regulations in force, all purchases done are subject to all applicable taxes including but not limited to GST, duties, cesses, etc.

#### **14. Privacy and copyright protection**

Deepmatrix privacy policy explains how we treat Your personal data and protect Your privacy when You use Our Services. By using Our Services, you agree that Deepmatrix can use such data in accordance with Our Privacy Policy and applicable law.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the Copyright Act, 1957.

User and Deepmatrix (referred singularly as “**Party**” and collectively as “**Parties**”) agrees to protect and not to disclose any confidential or proprietary information exchanged by a Party in the course of providing and receiving Our Services to any third party without the consent of the other Party.

#### **15. Data Expiry Policy**

After a free trial or on expiry of a paid license, all processed data that were created on the Deepmatrix platform with the associated Deepmatrix account are deleted after 15 days, per on Our retention policy. This means that data is not accessible after 15 days.

For example - A user uploads data with a free trial and 15 days after the trial expires, the user buys a subscription. In this case, the LiDAR data and cloud will not be removed. However, if the user buys the subscription after 15 days the trial expired, the LiDAR data and clouds will no longer be accessible.

#### **16. Third-Party Services**

Deepmatrix may provide tools through the Service that enable You to export information, including User Content, to third-party services. By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under Our control, and we are not responsible for any third-party service’s use of Your exported information.

#### **17. Software in Our Services**

Deepmatrix gives You a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software as part of the Services. This license is for the sole purpose of enabling You to use and enjoy the benefit of the Services as provided by Deepmatrix, in the manner permitted by these Terms. You may not copy, modify, distribute, sell, or lease any part of Our Services or included software, nor may You reverse engineer or attempt to extract the source code of that software.

The Software may contain or be accompanied by software code provided by third parties (“**Third Party Software**”) that is subject to separate license terms (the “**Third Party Terms**”), and not any license contained in these Terms. Your use of the Third-Party Software in conjunction with the Service in a manner consistent with the Terms and Conditions is permitted. However, you may have broader rights under the applicable Third-Party Terms and nothing in these Terms is intended to impose further restrictions on Your use of the Third-Party Software.

#### **18. Modifying and Terminating Our Services**

We are constantly changing and improving Our Services. We may add or remove functionality or features, and we may suspend or stop a Service altogether. Deepmatrix may stop providing Services to You or add or create new limits to Our Services at any time.

We believe that You own Your data and preserving Your access to such data is important. If we discontinue a Service, where reasonably possible, we will give You reasonable advance notice and a chance to get information out of that Service.

## **19. Terms of Agreement**

The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, will continue for the duration of any Contract Term set forth in an applicable Order Form. Except as otherwise specified in the applicable Order Form, all Contract Terms shall automatically renew for additional periods equal in duration to the expiring Contract Term or one-year (whichever is shorter).

## **20. Our Warranties and Disclaimers**

We provide Our Products and Services using a commercially reasonable level of skill and care. But there are certain things that we don't promise about Our Services.

Other than as expressly set out in these terms or additional terms, neither Deepmatrix nor its suppliers or distributors make any specific promises about the Services. For example, we don't make any commitments about the content within the Services, the specific functions of the Products or Services, or their reliability, availability, or ability to meet Your needs. We provide the Services "as is".

## **21. Liability for Our Services**

When permitted by law, Deepmatrix, and Deepmatrix's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total liability of Deepmatrix, and its suppliers and distributors, for any claims under these Terms, including for any implied warranties, is limited to amount You paid Us to use the Products and/or Services (or, if we choose, to supplying You the services again).

In all cases, Deepmatrix, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

## **22. Indemnity**

The User agree to defend, indemnify, and hold Deepmatrix and its affiliates, officers, agents, and employees harmless from and against any demands, loss, liability, claims or expenses (including reasonable attorneys' fees) made against us by any third party due to or arising out of Your use of Our Products or Services.

## **23. Force Majeure**

Deepmatrix will not be liable for any failure or delay in the availability of the Product, Service or any other performance of its obligations under these Terms on account of strikes, shortages, riots, insurrection, pandemics, fires, flood, storm, explosions, acts of god, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause that is beyond Deepmatrix reasonable control, including any failure of wireless cellular services, internet services, cloud services, technical services provided by any third party in connection with Your use of the Product or Service.

#### **24. Export Compliance**

User acknowledges that the Services are subject to applicable National and regional export control laws and regulations. User shall comply strictly with all Indian, E.U and U.S. export laws and regulations and assumes sole responsibility for obtaining required export or re-export licenses at User's sole risk, cost and expense. User shall not directly or indirectly export, re-export or transmit any Services to any country or foreign national thereof to which such export, re-export, or transmission is restricted or prohibited. User shall indemnify and hold Deepmatrix harmless against any liabilities suffered by Deepmatrix for any violation of this provision. User agrees to furnish an End User Statement or End User Certificate for any Services if requested by Deepmatrix prior to the date of shipment.

#### **25. Governing Law, Jurisdiction and Arbitration**

This Agreement shall be governed and construed under the laws of India. The courts of Bengaluru, India shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

All disputes that cannot be resolved by the Parties by discussion shall be referred for arbitration to the sole arbitrator appointed by the Parties mutually under the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time. The proceedings of arbitration shall be in the English language. The seat and the venue of such arbitration shall be Mumbai, India and the governing law shall be prevalent laws of India. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon anywhere. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

#### **26. Business uses of Our Products and Services**

If You are using Our Products or Services on behalf of a company/ business, that business accepts these Terms. It will hold harmless and indemnify Deepmatrix and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Products, Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorney's fees.

#### **27. Survival**

The following Sections will survive any expiration or termination of this Agreement:

- (a) Clause 4 - Ownership; Proprietary Rights.
- (b) Clause 8 - Restrictions on the Use of Our Services.
- (c) Clause 14 - Privacy and copyright protection.
- (d) Clause 21 – Liability for Our Services.
- (e) Clause 22 – Indemnity.
- (f) Clause 23 - Force Majeure.
- (g) Clause 25 – Dispute Resolution.

**28. Severability**

In case any one or more of the provisions or parts of a provision contained in this Agreement for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this agreement but this agreement shall be construed as if such invalid, illegal or unenforceable provision or part of a provision had never been contained herein.