

TERMS OF SERVICE

SOLVI USER AGREEMENT

Welcome to Solvi, a web-based drone imagery processing and analysis platform owned and operated by Solvi AB (the "Company" or "we"). We provide mapping and analysis services as set out and described on <https://solvi.ag> (the "Service" and "Website" respectively). This user agreement (the "Agreement") applies to all users of the Service (collectively or individually, "User" or "Users"). The Company and the User may hereinafter also jointly be referred to as "Parties" and individually as "Party". Before using the Service, please read this Agreement carefully. By clicking on "Accept", you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to all of the terms and conditions of this Agreement, then please do not click "Accept", in which case you will not be able to use the Service. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity its affiliates and users associated with it. If you do not have such authority or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.

USE OF SERVICE; PAYMENT

Subject to all terms and conditions of this Agreement and your timely payment of all applicable fees, you shall have the right to access and use the Service in accordance with the functionality, features and limitations applicable to your account type and as set out on our Website. Such features, functionality and limitations are subject to change from time to time. You are solely responsible (at your own expense) for ensuring that you have all adequate hardware, software and Internet access service necessary for use of the Service. By signing up for a paid account and providing your payment information, you agree to pay us the recurring and/or nonrecurring fees as displayed to you at the time you provide your payment information. You acknowledge and agree that the payment instrument provided by you will be automatically charged the fees you incur in connection with your use of the Service. Your use of the Service may be suspended if we are unable to charge such payment instrument for any reason. Any recurring fees shall be charged on each applicable anniversary (e.g., monthly, quarterly, etc.) of the date of your account creation. The fees applicable to your account may be subject to modification from time to time pursuant to notice (which may be given via e-mail) provided by us at least fifteen (15) days in advance of the payment date for which the modification would be effective. Your continued use of the Service following such notice and through the payment date constitutes your agreement to such modified fees. You may at any time cancel your account as set forth below if you do not agree to any modified fees. All fees must be paid in EUR (or such currency(ies) which may be accepted by the Company from time to time, as indicated at the time of payment on the Website) and are non-refundable. Provided that the Company has agreed on invoices, such invoices are payable within thirty (30) days from the date of invoice. In the event of late payment, any unpaid amount shall bear interest in accordance with the Swedish Interest Act. Furthermore, the Company may upon written notice to the User suspend the Service until full payment of any outstanding amount has been made.

PRIVACY POLICY

The Company's Privacy Policy, found at [here](#) is hereby incorporated into this Agreement. Please read this notice carefully for details relating to the collection, use, and disclosure of your personal information.

INDIVIDUAL FEATURES AND SERVICES

When using the Service, you will be subject to any additional posted guidelines or rules applicable to the Service, offers and features which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into this Agreement.

MODIFICATION

The Company may make modifications, deletions and/or additions to this Agreement ("Changes") at any time. Changes will be effective: (i) thirty (30) days after the Company provides notice of the Changes, whether such notice is provided through the Website interface, is sent to the email address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first.

OWNERSHIP AND PROPRIETARY RIGHTS

The Service is owned and operated by the Company. The content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, and all other elements of the Service that are provided by the Company ("Company Materials") are protected by copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. For clarity, the Company Materials do not include Assets (as defined below) or any other content owned by and submitted by Users to the Service (i.e. assets you upload, you own). All Company Materials contained on the Service are the copyrighted property of the Company or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to the Company or its affiliates and/or third-party licensors. Except as expressly authorized by the Company, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Company Materials. You are not required to provide any ideas, feedback or suggestions regarding the Service or any of the Company's products or services (collectively, "Feedback") to the Company on the Service or the Company's business. To the extent you do provide any Feedback to the Company, you agree to assign and hereby do assign all right, title and interest in and to such Feedback to the Company and acknowledge that the Company may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to you.

ASSETS

As between the Parties, you retain ownership of all pictures, software code, textures, graphics, models and other content you create on or upload to the Service for use in connection with your development of models ("Assets"). However, you hereby grant the Company a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable and transferable license to use, reproduce, prepare derivative works of, display, distribute and perform your Assets in order to provide the Service and in an aggregate manner use the Assets to analyze and learn from the data in order to improve and further develop the Service or new services, and to create new generic and aggregate assets based on the Assets provided. You hereby represent and warrant that you own the Assets or otherwise have all licenses, rights, consents, and permissions necessary for the inclusion of Assets within the Service and use of Assets in the manner contemplated by the Company and this Agreement. The Company may, at any time, remove from the Service any Assets that in the sole judgment of Company violates this Agreement or create an adverse material effect to the Company. The Company furthermore has a right to remove Assets due to mandatory laws such as, but not limited to, the Swedish Camera Surveillance Act (2013:360). Prior to removal, the Company will, if reasonable, inform the User of that the Asset will be removed and the reason for such removal. Your storage of and access to Assets on the Service shall be subject to such storage and bandwidth limitations as the Company may institute or enforce from time to time.

POSTED CONTENT

The Service may permit the posting of text, images and other content by you and other Users on its public forums ("User Submissions"). You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. You hereby represent and warrant that you own your User Submissions or otherwise have all licenses, rights, consents, and permissions necessary for the posting of your User Submissions within the Service. As between the Parties, you retain ownership of all your User Submissions. However, you hereby grant the Company a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable and transferable license to use, reproduce, prepare derivative works of, display, distribute and perform your User Submissions in connection with the Company's provision of the Service. In connection with User Submissions, you further agree that you will not: (i) submit material that is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate; (ii) post advertisements or solicitations of business; or (iii) impersonate another person. The Company does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and the Company expressly disclaims any and all liability in connection with User Submissions. If notified by a User or a content owner of a User Submission that allegedly does not conform to this Agreement, the Company may investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Submission, which it reserves the right to do at any time. You understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto. You may report any User Submissions or other content that may be in breach of this Agreement by e-mail to support@solvi.ag.

SUPPORT AND MONITORING USERS AND CONTENT

The Company shall provide User with user support as required by the User. Such support includes troubleshooting, taking remedial measures in case of technical errors, guidance and support on how to use the Services and how the Services, data and Tools may be used by User in the most efficient way possible. The Company shall be available during office hours (8.00-17.00 Central European time during weekdays, excluding bank-holidays). The Company will make its best effort to respond within 24 hours during such opening hours and provide User with an initial estimate of the issue and the time for resolving the same. User support is accessible via the following email address: support@solvi.ag

The Company does not control the Assets, User Submissions or other content posted by Users and does not have any obligation to monitor such content for any purpose unless required by mandatory law. You acknowledge that you are solely responsible for all Assets, User Submissions and any other content and material that you submit on the Service. If at any time, the Company chooses, in its sole discretion, to monitor the content, the Company still assumes no responsibility for the content, no obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the User submitting any such content.

PROHIBITED USES

You may not use the Service to upload, create or publish pictures or other content that include content depicting sexual activity, nudity or excessively graphic violence, content advocating physical harm against any individual or group, content that violates any applicable law, rule or regulation or any other content that would reflect negatively on the Company. The Company reserves the right to remove or refuse to distribute any Assets in its sole discretion. As a condition of your use of the Service, you will not use the Service for any purpose that is unlawful or prohibited by this Agreement. Access to the Company Materials and the Service from territories where their contents are illegal is strictly prohibited. Users are responsible for complying with all local rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data,

email, or privacy. You may not use the Service in any manner that in our sole discretion could damage, disable, overburden, or impair it or interfere with any other party's use of the Service. You may not intentionally interfere with or damage the operation of the Service or any other User's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code. You may not remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of any content accessible through the Service, or features that enforce limitations on the use of the Service. You may not attempt to gain unauthorized access to the Service, or any part of it, other accounts, computer systems or networks connected to the Service, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service. You agree neither to modify the Service in any manner or form, nor to use modified versions of the Service, including (without limitation) for the purpose of obtaining unauthorized access to the Service. The User may not decompile or reverse engineer the software of the Service or by any other means try to recreate the source code of the software or make copies for archival or disaster recovery purposes, other than as by, at each time, mandatory law. The Service may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Service for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Service. You may not send junk mail to other Users or the Company, including, but not limited to unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

ACCOUNT INFORMATION

You agree that the information you provide to the Company upon registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times.

PASSWORD

When you register you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), you will immediately notify the Company. You may be liable for the losses incurred by the Company or others due to any unauthorized use of your account.

USER COMMUNICATION

Under this Agreement, you consent to receive communications from the Company electronically. We will communicate with you by email or by posting notices on the Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

AVAILABILITY OF SERVICE

The Company may make changes to or discontinue any of the features and functionality available within the Service at any time, and without notice.

TERM AND TERMINATION

The Agreement shall enter into force on the Effective Date. The Agreement shall remain in force until terminated in accordance with this Section 14. The User may, upon written notice to the Company, terminate the Agreement. The termination enters into force one (1) month after notice. The User shall pursuant to termination of the Agreement in accordance with this Section 14 not be entitled to any refund of fees which have been paid for the Service. You agree that the Company, in its sole discretion and for any or no reason, may terminate your Service account or your use of the Service, and remove and discard all or any part of your account or any Assets, at any time. The Company may also in its sole discretion and at any time discontinue providing access to the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service or any account you may have or portion thereof may be effected without prior notice, and you agree that the Company shall not be liable to you or any third party for any such termination and loss of data. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the Company may have at law or in equity.

DISCLAIMERS; NO WARRANTIES

The Service and any software, services, or Models made available in conjunction with or through the Service are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, the Company, and its suppliers, licensors and partners, disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. The Company, and its suppliers, licensors and partners, do not warrant that the features contained in the service will be uninterrupted or error-free, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Furthermore, the Company, and its suppliers, licensors and partners do not warrant that there will be no loss of data at some point in time and no warranties are made regarding delivery time. The Company, and its suppliers, licensors and partners, do not warrant or make any representations regarding the use or the results of the use of the Service in terms of its correctness, accuracy, reliability, or otherwise. You understand and agree that you download, or otherwise obtain media, material, or other data through the use of the service at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from such material or data.

INDEMNIFICATION; HOLD HARMLESS

You agree to indemnify and hold the Company and its affiliated companies, and each of their directors, officers, employees, contractors, suppliers and partners, harmless from any claims, losses, damages, liabilities, costs and expenses, including attorney's fees, arising out of or relating to your use or misuse of the Service, breach of this Agreement or violation of the rights of any other person or entity, except solely to the extent any of the foregoing arise out of the wilful misconduct or gross negligence of the Company. The Company reserves the right, at its own expense, to assume the exclusive defence and control of any matter for which you are required to indemnify the Company and you agree to cooperate with the Company's defence of these claims.

LIMITATION OF LIABILITY AND DAMAGES

Under no circumstances, including, but not limited to, negligence, shall the Company or its affiliates, contractors, employees, agents, or third-party partners or suppliers, be liable to you for any special, indirect, incidental, consequential, or exemplary damages (including loss of use, data, business or profits) that arise out of, relate to or result from your use or the inability to use the Company Materials, the Service itself (including any loss or disclosure of Assets), or any other interactions with the Company, even if the Company or a company authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, the Company's liability will be limited to the extent permitted by law. In no event shall

the Company's or its affiliates, contractors, employees, agents, or third-party partners or suppliers' total liability to you for all damages, losses, and causes of action arising out of or relating to these terms or your use of the Service (whether in contract, tort, warranty, or otherwise) exceed what you have paid for the Service. The Parties stipulate that the foregoing exclusions and limitations on damages are reasonable under the circumstances and that without such exclusions and limitations, the Company would have had to charge substantially higher fees. These limitations shall also apply with respect to damages incurred by reason of any products or services sold or provided to you by third parties other than the Company and received by you through or advertised on the service or received by you through any links provided on the service.

ARBITRATION

This Agreement shall be governed by the substantive laws of Sweden. Any dispute controversy or claim, contractual or non-contractual, arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The place for arbitration shall be Stockholm and the language of the arbitral proceedings shall be English. The Parties undertake and agree that all arbitral proceedings conducted with reference to the arbitration clause set out in this Section 18 will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority or similar.

CLAIMS

You agree that any cause of action arising out of or related to this Agreement or the Service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

MISCELLANEOUS

WAIVER

A provision of this Agreement may be waived only by a written instrument executed by the Party entitled to the benefit of such provision. The failure of any Party at any time to require performance of any provision of this Agreement shall in no manner affect such Party's right at a later time to enforce the same. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

SEVERABILITY

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

ASSIGNMENT

This Agreement and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction.

SURVIVAL

Sections 3, 5, 6, 7, 8, 9 and 12 through 20 will survive any termination of this Agreement.

ENTIRE AGREEMENT

This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both Parties, or by a change to this Agreement or Guidelines made by the Company as set forth in Section 3 above.

DISCLOSURES

The services hereunder are offered by Solvi AB, email: support@solvi.ag