

PUBLIC USER AGREEMENT

About the access and terms of the use of the Mapflow platform

THIS USER AGREEMENT (hereinafter "**User Agreement**" referred to as the) defines the procedure and terms for using the Mapflow Software as a Service (the platform). It is a public offer and, in the cases provided for by the User Agreement, becomes binding on the User. Therefore, before you start using the platform Mapflow, please carefully read its terms and conditions and, if you do not agree with any of the provisions of this User Agreement, please do not use the platform.

1. TERMS AND DEFINITIONS

For the purposes of this User Agreement, We use the following terms in the meaning specified in this section 1.

- 1.1 **"User Agreement"** means a document legally binding for the Parties, concluded in the manner provided for in this User Agreement, which defines the scope and methods of using the Mapflow Platform, as well as other conditions. The user agreement is available in the information and telecommunications network "Internet" at: <https://mapflow.ai/terms-of-use-en.pdf>.
- 1.2 **"Company" or "We"** means GEOALERT Limited Liability Company (GEOALERT LLC) (PSRN: 5187746019302, registration address: 121205 Moscow Territory of the Skolkovo Innovation Center, Bolshoi Blvd., 42, building 1, room 1464), e-mail address: hello@geoalert.io.
- 1.3 **"Mapflow Platform"** means the computer programs and other intellectual property objects created by the Company, protected in accordance with the legislation of the Russian Federation, which powers the geodata analysis. Access to the Platform Mapflow is provided through the "Internet" at the addresses: app.mapflow.ai (designed to provide limited access to the Mapflow Platform in public mode in order to assess the capabilities of the Mapflow Platform, as well as to provide access to the Mapflow Platform in order to obtain the Services).
- 1.4 **"Account"** means a unique record about the user that is created on the side of Mapflow Platform in case of the successful registration of the User and (or) the authorization of the User, which identifies the specified person as a User by means of a unique username and password.
- 1.5 **"Personal Account"** means a functional part of the Mapflow Platform, including a personalized interface that contains a set of tools that allow a registered and (or) identified member of the Mapflow Platform - the User to manage his Account, including entering, changing and deleting data that identifies the User or has there is a different attitude to it, as well as to use the corresponding functions of the Platform for Data Processing (geodata analysis).
- 1.6 **"User" or "You"** means a legally capable individual who has joined in accordance with this User Agreement, acting on his own behalf.
Legal entities (corporate users) get access to the Mapflow Platform on the basis of a separate agreement concluded between the Company and a legal entity (corporate user).
- 1.7 **"Data processing (geodata analysis)"** means the actions of semantic analysis of georeferenced aerospace images by transforming them into a feature space and subsequent processing of the obtained data in vector format using automatic algorithms.
- 1.8 **"Content"** means the original digital images and spatial data processed in the Platform, as well as any data that can be uploaded to the Platform by the User.
- 1.9 **"Derivative Products"** means information extracted from the original images (Content) by any processing, including automatic processing methods using the Platform Software, and does not contain the original pixels of the images.
- 1.10 **"Services"** means actual actions and (or) data Processing (geodata analysis) activities carried out for a proper counter submission by providing the User with access to the Mapflow Platform based on the Tariff Plan and / or by providing the Company with specific Data Processing Services (analysis geodata) based on the User's request.
Thus, the User has access to the Services in various forms: in the form of access to the Mapflow Platform within a prepaid Tariff plan or in the form of prepaid actions in the form of a specific Service. The cost of the Services is determined in US dollars and is calculated in conventional units, (Credits), meaning the cost of processing of the georeferenced digital images of the Earth, within an area of one square km, in US dollars.
- 1.11 **"Service"** means a specific data processing action (geodata analysis) performed by the Company at the User's order and in accordance with the terms of this User Agreement and the User's Order. The services and their description are presented on the page in the information and telecommunication network "Internet" at the address: mapflow.ai and / or *.mapflow.ai; and are selected by the User when ordering the Services. The Company reserves the right to change the Terms of the Services.
- 1.12 **"Tariff plan"** means a list of data processing (geodata analysis) options carried out by providing the User with access to the Mapflow Platform in accordance with the terms of this User Agreement and the User's Order within a certain period of the Service. Tariff plans and their descriptions are presented on the website page at https://docs.mapflow.ai/docs_userguides/prices.html and are

selected by the User when ordering the Services. The company reserves the right to change the Terms of the Tariff plans.

1.13 **"Order"** means the list of Services requested by the User and their parameters, including the following data:

- period of provision of the Services;
- the selected Tariff plan and / or specific Service.

The order is placed by the User in electronic form through the Personal Account, by e-mail, etc.

1.14 **"Account" is an** offer of the Company (an offer addressed to the User), which contains a list of Services and their parameters that are provided to the User, including: the

- period of provision of the Services;
- the selected Tariff plan and / or specific Service;
- the total cost of the Services.

The account is accepted by the User by paying the full price.

2. GENERAL PROVISIONS

2.1 This User Agreement is a public offer in accordance with Article 437 of the Civil Code of the Russian Federation and comes into force subject to the User's acceptance of its terms by performing any of the following actions:

(i) You have completed the registration procedure on the Platform provided for in this User Agreement, during which the User directly expressed his consent with the text of the User Agreement by creating his account;

(ii) You have started using the Platform, which means, among other things, that you are on the Platform' website specified in 1.3 of the User Agreement, including starting to use certain functions of the Platform Mapflow.

2.2 If the User commits any of the actions specified in 2.1 of this User Agreement, the User is deemed to have accepted the terms of the User Agreement in full, without any reservations or exceptions. The User is not entitled to use the Platform in case of disagreement with any of the provisions of this User Agreement.

2.3 The Company, at its sole discretion, may unilaterally accept regulations, provisions and rules that are binding on the Company, the User and (or) other persons, establishing the procedure for interaction, rights and obligations, as well as other provisions regarding certain types of interaction of these persons within the Platform, by sending in this case, the User is notified of familiarization, as well as to make changes to the User Agreement without sending any special notifications to the User. The user assumes the obligation to familiarize himself with the content of the current User Agreement at reasonable intervals.

2.4 Unless otherwise provided by the new edition of the User Agreement, the new edition of the User Agreement comes into force from the moment it is posted on the "Internet" at the address specified in 1.1 of this User Agreement.

2.5 After the entry into force of the new edition of the User Agreement, the User Agreement applies to relations with the User without any reservations and (or) exceptions. In the event that the Company has made any changes to the User Agreement with which the User does not agree, the User is obliged to stop using the Platform and (or) its individual functions.

2.6 With the consent of the User, the Company has the right to send information messages using the Platform. If the User has previously agreed to receive advertising messages, he has the right to refuse to receive messages by indicating this refusal and will be automatically removed from the mailing and / or notifications list.

3. SUBJECT OF THE AGREEMENT

3.1 Subject to your compliance with the User Agreement, the Company undertakes to provide Services to you using the Mapflow Platform, on the terms provided for in this User Agreement and the User's Order.

3.2 For the Services provided to you, you undertake to timely and in full pay for the Services rendered to you in the amount, in the manner and within the time frame stipulated by the User Agreement.

3.3 The list of Services, the term for their implementation, as well as the total cost of the Services is agreed by the Parties in the Order, which is an integral part of this User Agreement.

4. REMUNERATION AND PAYMENT PROCEDURE

4.1 In accordance with this User Agreement, the User is provided with the Services for a proper counter submission.

- 4.2 The remuneration provided for by this User Agreement is considered fair and sufficient and includes all costs, expenses, as well as other expenses of the Company associated with the provision of the Services.
- 4.3 In accordance with the User Agreement, the cost of the Services is determined in conventional units, credits or Credits, where 1 (One) credit or Credit is equal to 0.1 (one tenth) of the US dollar.
- 4.4 The Company's remuneration is paid on a prepayment basis in the amount of 100% (One hundred percent) of the amount indicated in the Invoice.
- 4.5 The remuneration is paid in the form of non-cash settlements in rubles of the Russian Federation in accordance with the bank details of the Company specified in the Invoice issued by the Company when ordering the Services.
- 4.6 Payment of remuneration is carried out by the User on the basis of the invoice.
- 4.7 The day of payment and, accordingly, the moment the User fulfills the obligation to pay the remuneration due to the Company is the day when the corresponding amounts of funds are credited to the current account of the Company.
- 4.8 Payments made by the User under this Agreement are exempt from value added tax based on the application by the Company of the Skolkovo Law, clause 1 of Art. 145.1 of the Tax Code of the Russian Federation (ORN of the participant - 1122464).

5. PROCEDURE FOR PROVIDING SERVICES BY THE PLATFORM

- 5.1 Parties have reached an agreement that the priority method of interaction between the Parties within the framework of this User Agreement is to send messages, Orders, requests, notifications, results of the Services (results of Data Processing (geodata analysis), claims, etc. . electronically through the "Internet"; as well as the fact that such messages have the same legal force for the Parties as their copies presented in paper form and signed with a handwritten signature, provided that such messages are sent and received: for the User - sent from and received in the Personal Account or sent from or received to the email address specified during registration; and for the Company - the Company's account or the following email address: *@geoalert.io (help@geoalert.io).
Parties to this User Agreement I agree and acknowledge that it is unacceptable to recognize such messages sent using e-mail addresses and the User's Personal Account specified in this clause of the User Agreement, as invalid only on the basis that they were not made on paper and were not signed with their own hands.
- 5.2 Extracts from electronic journals, log files, electronic databases, mail server data, copies of sent emails, connection protocols, messages, Orders, requests, notifications, results of Services (results of Data Processing (geodata analysis), etc.) and other documents sent using e-mail addresses and the User's Personal Account specified in clause 5.1 of the User Agreement are suitable and sufficient for exchange with each other, as well as for presentation in the resolution of conflict situations and (or) disputes in pre-trial order and (or) a court, an arbitration court, state and municipal authorities, other organizations, evidence of the fact, date, time of the User's access to the Platform, the fact and time of sending the Requests, proof of the fact that the User has started providing the Services, proof of the content of the Order, as well as evidence of the provision of the Services.
- 5.3 The basis for the provision of the Services is the provided user' Order.
- 5.4 The order is made in electronic form and is available to the User in the Personal Account.
- 5.5 The complete and unconditional consent of the User (acceptance) with the conditions for the provision of the Services, their cost, the term for the provision of the Services and other conditions specified in the Order is the fact that the User has paid for the Services.
- 5.6 The Company begins the provision of the Services no later than 1 (one) business day following the day the User fulfills the obligation to pay the due remuneration provided for in clause 4.7 of the User Agreement.
On the basis of a written request from the User and at the sole discretion of the Company, it may postpone the beginning of the provision of the Services to a later date. In this case, the term for the provision of the Services is postponed to the period of provision.
- 5.7 The fact of the provision of the Services is:
 - (i) for the Tariff - the end of the period for the provision of the Services and the sending of the results of data processing to the User via information communication channels;
 - (ii) for the Services - performing prepaid actions that are indicated in the Account, and sending the results of these Services to the User through information communication channels.

6. USER REGISTRATION AND IDENTIFICATION. ACCOUNT

- 6.1 User understands and agrees that the use of certain functions of the Mapflow Platform may be available to him if he completes the registration procedure and creates a unique Account (account).

- 6.2 During registration, the User must indicate an email address that he uses legally and to which he has personal access (a unique symbolic name of the Account will be associated with the address, according to which this person will be indicated and (or) identified on the Mapflow Platform) ...
- 6.3 The User has the ability to change the password for accessing the Account and Platform services.
- 6.4 To complete the registration, the User, who has expressed a desire to go through the registration procedure, must confirm the registration by clicking on the link directed to the e-mail address specified during registration.
- 6.5 After confirmation of the registration provided for in 6.4 of this User Agreement, the registration procedure on the Mapflow Platform is considered complete, and a User Account is created. The User has the right to use the Platform within the limits provided for by this User Agreement, as a Registered User.
- 6.6 The User uses the Account to log into the Platform. In this case, the User has the right to use the Mapflow Platform in the ways provided for by this User Agreement.
- 6.7 During the registration procedure, the User undertakes to provide complete and reliable information about himself in all sections contained in the appropriate forms, as well as to keep this information up to date.
- 6.8 At the request of the Company, the User undertakes to provide information and documents necessary to identify the User as a party to the User Agreement, in particular, when sending applications, requests and other requests to the Company related to the use of the Mapflow Platform. In order to identify Users - individuals, the Company may request: full name, ID, email address and phone number of the User used to access the Account. In addition, the Company has the right to independently verify the User as a party to this User Agreement by verifying the data specified by it in the Account, as well as in other ways.
- 6.9 The User is solely responsible for the security (resistance to guessing) of the chosen username and password to access the Account, and also independently ensures their confidentiality.

7. USER AUTHORIZATION

- 7.1 After the User's registration, the User's access to the Mapflow Platform is carried out by going through the authorization procedure, that is, by specifying a unique username and password for the Account.
- 7.2 After the User logs into the Account, the Account data entered by the User on his device can be automatically saved by the User in the device browser settings until the User completes the work under his Account and does not require further re-entry of data to access the Account with each use of the Platform. Mapflow.
- 7.3 The User is obliged to immediately notify the Company at the email address specified in clause 1.1. of the User Agreement, about any case of unauthorized (not authorized by the User) access to the Platform using his Account and (or) about any violation (suspicion of violation) of the confidentiality of his data for access to the Account.
- 7.4 For security reasons, the User is obliged to independently carry out a safe shutdown of work under his Account, using the appropriate function button at the end of each session of work with the Platform. The Company is not responsible for possible loss or damage to data, as well as other consequences of any nature that may occur due to violation by the User of the provisions of this clause of the User Agreement.
- 7.5 Any actions performed using the User's Account are considered to have been committed by the User, except when the User is in the manner provided for in clause 7.3. Of the User Agreement, notified the Company of unauthorized access to the Platform using the User's Account and (or) of any violation (suspicion of violation) of the confidentiality of his data, which the User uses to access the Account. Otherwise, the User is solely responsible for all actions (as well as their consequences) in connection with the use of the Mapflow Platform under the User's Account, including cases of voluntary transfer by the User of data for access to his Account to third parties on any terms (including under agreements or agreements), as well as cases of violation of the rights and legitimate interests of third parties.
- 7.6 The User's account can be deleted at the initiative of the User.

8. GENERAL RULES FOR USING THE MAPFLOW PLATFORM

- 8.1 In accordance with the User Agreement, the use of the Mapflow Platform is possible to the extent stipulated by the User Agreement, if the User performs all necessary and sufficient actions provided for in this User Agreement.
- 8.2 The rights to derivative products created using the Platform belong to the User.

- 8.3 In the case of data processing based on the Content, the rights to which belong to Maxar and the corresponding ownership is indicated in the Platform (see 9.2) - the User is **NOT** entitled to:
- 8.3.1 Download, save and transfer the Content;
- 8.3.2 Sell or otherwise commercialize "derivative products" without the written permission of the Company.
- 8.4 When using the Platform, the User is **NOT** entitled to:
- 8.4.1 Assign and (or) otherwise grant the rights to use the Mapflow Platform to third parties;
- 8.4.2 Modify, improve, translate into other languages, decompile, disassemble, decode, emulate, violate the integrity, restore the source code of the Mapflow Platform and (or) any of its individual functions;
- 8.4.3 Violate the rights of the Company, third parties and (or) cause them and (or) their property harm in any form.
- 8.4.4 Upload, send, transmit or in any other way post and (or) distribute information and (or) materials that:
- violate the intellectual property rights of third parties or in respect of which the User does not have the right to take appropriate actions in accordance with applicable law or any contractual relationships;
 - contains and / or is advertising, spam (including search), a list of other people's email addresses, a pyramid scheme, multilevel (network) marketing (MLM), a system of Internet earnings and e-mail businesses, "letter happiness ", distributed without special permission;
 - is illegal, harmful, defamatory, offends morality;
 - demonstrates violence and cruelty or is their propaganda;
 - promotes hatred and (or) discrimination of people on racial, ethnic, gender, religious, social grounds, including contains insults to any persons and (or) organizations;
 - contains elements of pornography, child eroticism, is an advertisement of sexual services (including under the guise of other services), or is their propaganda;
 - contains viruses or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunication equipment or programs for unauthorized access;
 - explains the procedure for the manufacture, use and (or) other use of narcotic substances or their analogues, explosives and (or) other weapons.
- 8.4.5 To mislead the Company, including impersonating another User and (or) employees of the Company, and (or) as any other person (natural or legal) without sufficient rights.
- 8.4.6 Disrupt the normal operation of the Mapflow Platform.
- 8.4.7 In case of using the Content, the copyright holder of which is the company,
- 8.4.8 otherwise violates the norms of the law, including the norms of international law.

9. **EXCLUSIVE RIGHTS**

- 9.1 The Platform, including the Content, are objects of intellectual property, the exclusive rights to which belong to the Company, the User and other copyright holders.
- 9.2 The Mapflow Platform uses Content provided by and owned by Maxar Technologies (Maxar Technologies Inc., a Delaware corporation with offices located at 1300 W. 120th Avenue, Westminster, Colorado 80234 USA)
- 9.3 Platform, all intellectual property of the Company, as well as any Companies - Content or Services providers, including the User Content posted on the Platform, is used in ways necessary and sufficient for the functioning of the Platform, and cannot be used in any other way without the prior written permission of the Company and (or) the User who has the exclusive right to the corresponding intellectual property and / or Content.
- 9.4 Using means: reproduction, copying, launching on any device, on a reimbursable and (or) gratuitous basis, as well as performing any other actions. The exceptions are cases directly provided for by the legislation of the Russian Federation or the terms of use provided for by this User Agreement.

10. **CONFIDENTIALITY**

- 10.1 The User's personal information contained in the Account is processed by the Company in accordance with the terms of the Privacy Policy, the current version of which is posted on the Mapflow Platform page at: geoalert.io/eula/personal/index.html.

11. NO WARRANTY, LIMITATION OF LIABILITY

- 11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS USER AGREEMENT, THE PLATFORM AND PROPOSED PLATFORM MATERIALS ARE PROVIDED "AS IS" AND THE COMPANY IS NOT RESPONSIBLE FOR POSSIBLE NEGATIVE EFFECTS OF THE USE OF THE PLATFORM AND PROPOSED PLATFORM MATERIALS, ie GENERATED BY THE USE OF THE PLATFORM, THE MATERIALS PROVIDED ON THE PLATFORM ARE PROVIDED BY THE USER AT YOUR OWN RISK.
- 11.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS USER AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DOES NOT PROVIDE THE USER NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PLATFORMS AND PLATFORM OF PROPOSED MATERIAL, INCLUDING WITH RESPECT TO ITS FITNESS FOR USE FOR CERTAIN PURPOSES AND IN CERTAIN WAYS, THE ECONOMIC BENEFITS OF SUCH USE, AND ALSO IN REGARDING THE "CLEANLINESS" OF RIGHTS TO THE PLATFORM AND OFFERED ON THE PLATFORM. ALSO DOES NOT WARRANT THAT THE PLATFORM AND THE MATERIALS PROVIDED ON THE PLATFORM WILL MEET ALL REQUIREMENTS OR REPRESENTATIONS ABOUT THEM. THE PLATFORM DOES NOT ASSUME ANY RISKS RELATED TO THE QUALITY OF THE PLATFORM AND THE MATERIALS PROVIDED ON THE PLATFORM AND (OR) ITS USE. IN ADDITION WITH THE ABOVE, THE COMPANY UNDER NO CIRCUMSTANCES DOES ACCEPT ANY LIABILITY AND DOES NOT ASSUME ANY LIABILITY AS TO THE POSSIBILITY AND CONSEQUENCES OF USING THE PLATFORM AND SERVICES.
- 11.3 The company is not responsible for and does not eliminate malfunctions caused by the fault of the cellular operator or in connection with equipment failure, as well as in connection with failures in all systems, communication lines through which information passes.
- 11.4 The Company is not responsible:
- (i) for the occurrence of failures and errors in the operation of the Platform Mapflow, for data loss and damage associated with the use of the Mapflow Platform;
 - (ii) for non-delivery of an SMS message to the phone number specified by the User when registering on the Geoalert Platform;
 - (iii) for possible losses caused to the User in connection with the use of the Platform, including for possible losses resulting from the performance of the User's accepted within the framework of separate contractual relations concluded on the Platform with another User.
- 11.5 The Company cannot guarantee that: the
- (i) Platform meets (will meet) the requirements of the User;
 - (ii) The platform will work continuously (24 hours 7 days a week, 365/366 days a year), quickly, reliably and without errors;
 - (iii) The results that can be obtained using the Platform will be accurate and reliable and can be used for any purpose or in any capacity (for example, to establish and (or) confirm any facts);
 - (iv) The quality of any product, service, information, etc., obtained using the Platform, Mapflow will meet the User's expectations.
- 11.6 Notwithstanding the foregoing in clause 11.5 of the User Agreement, in the event that the Company provides data processing services for the User's order, the Company assumes the obligation to maintain the operability of the Platform to the extent necessary for the User to use the Platform in accordance with this User Agreement, ensuring the full presence of the User on the Platform. less than 99% of the time per month (idle time no more than 8 hours per month).
- 11.7 Under no circumstances will the Company be held liable if the User indicates in his Personal Account a phone number, e-mail address, which the User is not the owner, as well as in case of access to the specified data of third parties, including as a result of actual actions by the User himself. , both on a reimbursable and free basis.
- 11.8 Any information and (or) materials (including downloadable software, letters, any instructions and manuals for action, etc.), which the User accesses using the Platform, the User can use at his own risk. and is solely responsible for the possible consequences of using the specified information and (or) materials, including for damage that this may cause to the User's device or third parties, for data loss or any other harm.
- 11.9 The Company is not responsible for any types of losses incurred as a result of the User's use of the Mapflow Platform or its individual parts and (or) the functions of the Platform. Mapflow. The User uses the information posted on the Platform to analyze geodata at his own peril and risk without direct or indirect participation and (or) control by the Company.

- 11.10 Unless otherwise provided by the legislation of the Russian Federation, under any circumstances the Company's liability in accordance with Article 15 of the Civil Code of Russia is limited to 10,000 (ten thousand) rubles of the Russian Federation and is imposed on it if there is proven guilt in its actions.
- 11.11 The Company is responsible for advertising posted by it on the Mapflow Platform, within the limits established by the legislation of the Russian Federation on advertising.
- 11.12 The parties are free from liability for partial or complete failure to fulfill obligations if such failure was the result of force majeure circumstances that arose after the acceptance of the terms of this Agreement, including emergency circumstances (technical accidents, floods, fires, earthquakes and other natural phenomena, as well as war , military actions, blockade, prohibitive actions of the authorities and acts of state bodies that arose during the validity of this User Agreement), which the parties could not foresee or prevent by reasonable measures.
- 11.13 In the event of Force Majeure circumstances provided for in clause 11.10. of this User Agreement, the term for the fulfillment of obligations by the Party is postponed in proportion to the time during which these circumstances and their consequences are in effect. The Party referring to them is obliged to notify the other Party about the beginning and termination of force majeure circumstances no later than 3 (three) working days from the moment of the beginning and (or) end of the said circumstances.
- 11.14** Inaction on the part of the Company in case of violation by the User of the provisions of this User Agreement does not deprive the Company of the right to take appropriate actions in defense of its interests later, and does not mean that the Company waives its rights in the event that the User subsequently commits similar or similar violations.

12. OTHER PROVISIONS

- 12.1 This User Agreement constitutes an agreement between the User and the Company regarding the rights granted to the User to use the Mapflow Platform.
- 12.2 This User Agreement is governed by and construed in accordance with the laws of the Russian Federation. Issues not regulated by this User Agreement are subject to resolution in accordance with the legislation of the Russian Federation. All possible disputes arising from relations governed by this User Agreement are resolved in the manner prescribed by the current legislation of the Russian Federation, in accordance with the norms of Russian law. Throughout the text of this User Agreement, unless explicitly stated otherwise, the term "applicable law" means the legislation of the Russian Federation.
- 12.3 If, for one reason or another, one or more of the provisions of this User Agreement are found invalid or unenforceable, this does not affect the validity or applicability of the remaining provisions of the User Agreement.
- 12.4 This User Agreement is published in Russian and English.

Date of publication: [September 30, 2021]