

AVIN WATERLOO PLATFORM AND DATA ACCESS AGREEMENT

This AVIN WATERLOO PLATFORM AND DATA ACCESS AGREEMENT (the “**Agreement**”), made BETWEEN

Communitech Corporation.

151 Charles Street West, Suite 100

Kitchener, ON

N2G 1H6, Canada

(“**Licensor**”)

AND

NAME: Organization

ADDRESS: Organization Address

(“**Licensee**”)

(each “**Party**”; collectively the “**Parties**”).

WHEREAS the Parties wish to enter into an agreement regarding the licensing of data that is part of the OpenHDMaps initiative which has been developed for the purpose of building an innovation and commercialization ecosystem around open mapping to support autonomous vehicle navigation as part of Communitech’s obligation as a Regional Technology Development Site (RTDS) for the Autonomous Vehicle Innovation Network (AVIN) program;

Definitions

“**Affiliate**” of a person means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such person.

“**Contribution**” shall mean any data and/or work that is intentionally submitted to Licensor for inclusion in OpenHDMaps by a third party in accordance with the terms and conditions outlined in the AVIN WATERLOO CONTRIBUTOR AGREEMENT.

“**Contributor**” shall mean any individual or legal entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

“**Commercial Purposes**” mean primarily intended for or directed toward commercial advantage or monetary compensation by an individual or a corporation.

“**Data**” means a dataset available through the OpenHDMaps platform and any data in the OpenHDMaps dataset as owned by Licensor or Contributor.

“**Derivative**” means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to the Data, including, without limitation, reformatting of the Data into a

different format or media; or any addition or extraction of data, information or other content to or from the Data.

“HD Map Data” means the base layer of HD vector data representing map features (e.g. building footprints, road centerlines) contributed by Ecopia Tech Corporation.

“Imagery Data” means the base layer of streetview and aerial imagery data contributed by Ecopia Tech Corporation.

“Indemnified Parties” means Communitech, Ontario Centres of Excellence (OCE), Ecopia Tech Corporation (“Ecopia”) and each of its officers, directors, employees, advisors, agents and representatives, and Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

“Non-commercial Purposes” means research, development or advance of new or existing technologies, products, processes and services which leverage the OpenHDMaps platform and/or Data. Non-commercial Purposes does not include purposes primarily intended for or directed towards commercial advantage or monetary compensation, or purposes intended for or directed towards litigation, licensing, or enforcement, even in part.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“OpenHDMaps” means the platform and data sets residing therein.

“OpenHDMaps Platform” means the online portal and supporting infrastructure used to make the Data available to the Licensee.

“Work” means any product or service developed by the Licensee using the Data or any Derivatives.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. GENERAL PRINCIPLES

This Agreement is intended to:

- 1.1. Protect the commercial interests and Intellectual Property of Contributors and Licensees.
- 1.2. Enable the sharing of relevant data and information by the Contributors and Licensees.
- 1.3. Foster openness and collaboration between Contributors and Licensees.

2. LICENSE GRANT

- 2.1. Licensor grants to Licensee a non-exclusive, non-transferable, non-sublicensable, royalty-free license, during the Term of this Agreement, to access, use, display and modify the Data for the Non-commercial Purpose of developing Works such as prototype technology solutions for marketing or demonstration purposes. Nothing in this Agreement shall grant the Licensee the right to use, display (etc.) Data or any Derivatives or Works for Commercial Purposes.
- 2.2. LICENSEE WILL BE REQUIRED TO NEGOTIATE A SEPARATE AGREEMENT WITH THE CONTRIBUTOR AND/OR LICENSOR FOR THE PURPOSES OF COMMERCIALIZING THE PROTOTYPE SOLUTION.

3. CONDITIONS AND RESTRICTIONS OF LICENSE

- 3.1. Data, and any Derivatives or Works that include any substantial part of the Data, must not be shared with anyone outside of Licensee's organization without prior written approval by Licensor.
- 3.2. Licensee will, from time to time, inform Licensor of the uses to which the Data are being put by Licensee as well as any benefits or problems associated with said uses.
- 3.3. Licensor has the option to require the Licensee to cooperate with Ontario Centres of Excellence (OCE) in the collection of performance metrics relevant to the Work, which shall be used by OCE to evaluate the success of its programs and shall be reported to the Government of Ontario in aggregate, omitting any confidential information. Requirements for the collection of this information is outlined in the AVIN Data and Information Sharing Protocol (DISP), currently found at <https://www.oce-ontario.org/docs/default-source/default-document-library/avin-data-and-information-sharing-protocol---master---final.pdf?sfvrsn=4>
- 3.4. To the extent that the Data is anonymized or does not identify specific individuals or users, Licensee will not attempt to reverse-engineer or combine with other sources of data to identify the individuals.
- 3.5. If Licensee provides Licensor with any reports of defects in the OpenHDMaps Platform or Data, proposes or suggests any improvements or modifications to the OpenHDMaps Platform or Data, or otherwise shares any feedback or suggestions relating to the OpenHDMaps Platform or Data ("Feedback") to Licensor, a Contributor, or Ecopia Tech Corporation, then Licensor, the applicable Contributor and Ecopia Tech Corporation may freely distribute, use, and exploit any such Feedback for any purpose, without any compensation to Licensee or any restriction, royalty, or obligation to Licensee on account of intellectual property rights or otherwise.
- 3.6. Nothing in this Agreement will require Licensor to monitor or edit the OpenHDMaps Platform. If at any time Licensor chooses, in its sole discretion, to moderate, review, or edit the OpenHDMaps Platform, Licensor nonetheless assumes no responsibility for any

data or information submitted by other Contributors, no obligation to modify or remove any inappropriate materials or information and no responsibility for the conduct of any person.

- 3.7. As a condition of Licensee's license to access and use OpenHDMaps Platform and Data, Licensee shall not:
 - 3.7.1. distribute, license, sell, or otherwise make available to any third parties the OpenHDMaps Platform or Data or any Derivatives (for example, by reformatting or framing the OpenHDMaps Platform);
 - 3.7.2. use the OpenHDMaps Platform to create or improve any similar products or services
 - 3.7.3. use the HD Map Data, Imagery Data or any Derivatives as training data to develop, train, test, or validate machine learning or artificial intelligence technologies that may be used to recreate data similar to the HD Map Data;
 - 3.7.4. make alterations or modifications to the OpenHDMaps Platform or otherwise create any derivative works of the OpenHDMaps Platform;
 - 3.7.5. reverse engineer, disassemble, decompile, or otherwise attempt to derive the algorithms, source code, databases, or data structures upon which the OpenHDMaps Platform or HD Map Data are based;
 - 3.7.6. attempt to gain unauthorized access to the computer systems or networks connected to the OpenHDMaps Platform;
 - 3.7.7. use the OpenHDMaps Platform to transmit any computer viruses, malware, or other malicious code or data;
 - 3.7.8. use any automated device, process, or means to access, extract, reproduce, scrape, or index any portion of the OpenHDMaps Platform;
 - 3.7.9. attempt to violate, disable, circumvent, or interfere with, any protections or restrictions employed to limit or restrict access to the OpenHDMaps Platform or Data (for example, any security-related features of the OpenHDMaps Platform, or any features that prevent or restrict the use or copying of copyrighted materials);
 - 3.7.10. remove or modify any copyright, trademark, or other proprietary notices that appears on the OpenHDMaps Platform or Data;
 - 3.7.11. attempt to interfere with the proper working of the OpenHDMaps Platform; or
 - 3.7.12. use the OpenHDMaps Platform or Data in a way that infringes any third-party rights or that violates any applicable laws.

4. LICENSEE ACCOUNT

- 4.1. If Licensee chooses, or is provided with, any account information as part of OpenHDMaps Platform's security measures (such as username or password), Licensee shall treat that information as confidential, and shall not disclose it to any other person. Except to the extent caused by Licensor's breach of this Agreement: Licensee is

responsible for any and all activities associated with its account, regardless of whether the activities are authorized by Licensee or undertaken by Licensee; and Licensor is not responsible for any unauthorized access to Licensee's account. Licensee shall notify Licensor immediately of any unauthorized access to or use of its account any other breach of security.

- 4.2. Licensee shall reasonably cooperate with Licensor to: (a) verify Licensee's compliance with this Agreement (including by permitting Licensor's representatives to audit Licensee's information technology systems, records, employees or contractors pertaining to Licensee's use or distribution of the Deliverables), and (b) remediate any problem with the OpenHDMaps Platform that reasonably may be attributable to or related to Licensee's use of the OpenHDMaps Platform.
- 4.3. Personal information provided by Licensee will be governed by Ecopia's privacy policy available at: <https://www.ecopiatech.com/legal-information>. Licensee consents to the transfer and storage of any information provided by Licensee to Licensor outside of Canada if required by Ecopia's general business practices.

5. PUBLIC STATEMENTS AND MARKETING MATERIAL

- 5.1. Neither Party will make any public statements about this Agreement without the prior written approval of the other Party, not to be unreasonably withheld.
- 5.2. The Licensee will attribute their use to OpenHDMaps platform and its Contributors appropriately as shown below.
 - 5.2.1. The Licensee shall attribute in a manner substantially similar to: This [type of work, e.g., publication, software, model] was made using the OpenHDMaps Platform and Data, provided by Ecopia.AI and<Contributor>.
 - 5.2.2. End User shall ensure that the following attribution is clearly visible on all copies of Work "Powered by OpenHDMaps Ecopia.AI and <Contributor>".

6. NO WARRANTY

- 6.1. Licensee accepts that Data and OpenHDMaps platform is made available "AS IS," "WHERE IS" and "WITH ALL FAULTS."
- 6.2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR CONDITION, ARE GIVEN BY OR ON BEHALF OF EITHER PARTY AND THE OTHER PARTY HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONDITION OR CONFORMITY TO SAMPLES.

- 6.3. Specifically, Licensor makes NO warranty that (a) the OpenHDMaps platform or Data will meet Licensee requirements, goals or needs, (b) OpenHDMaps platform or Data access will be uninterrupted, timely, secure or error-free, or (c) any errors or deficiencies in the OpenHDMaps platform or Data will be corrected. Further, scheduled and preventive maintenance, required and emergency maintenance work, or disruption of services from internet service and hosting providers, may interrupt the functioning of or access to the OpenHDMaps platform.
- 6.4. Licensee expressly acknowledges and agrees that Licensor, Contributors and Ecopia Tech Corporation will not be responsible or liable for any expenses or damages arising from or relating to: (a) Licensee's inability to access or use the OpenHDMaps platform or Data, including, for example, a result of any scheduled or unscheduled outage or any termination or suspension of any services by Licensor; (b) the cost of procurement of substitute goods or services; (c) Licensee's use of or reliance upon any Data that is inaccurate, incorrect, or incomplete; (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, or loss of any data or information provided by Licensee to Licensor or (e) any Contributions.
- 6.5. Subject to any liability that may not be excluded or limited by law, neither Licensor or Licensee shall be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages under this Agreement, however caused and under any theory of liability. This exclusion applies even if either party has been advised of the possibility of such damages.
- 6.6. In no event will Licensor's maximum aggregate liability for losses or damages Licensee suffers in connection with this Agreement exceed CAD 100.00.

7. AFFILIATES

- 7.1. A Party may share Data with its Affiliates provided that, in all cases, the Party is liable and responsible for the proper performance of its Affiliates in respect of this Agreement.

8. TERM AND TERMINATION

- 8.1. This Agreement will begin on the date when the Contributor acknowledges agreeing to the terms and conditions of this agreement and will continue until terminated in accordance with the terms of this Section 8 (the "Term").
- 8.2. Either Party may terminate this Agreement, with or without cause, with 30 days written notice to the other Party.
- 8.3. All obligations outlined in Section 9 (Indemnification) concerning the use of Data will survive termination of this Agreement.
- 8.4. Upon termination of this Agreement, Licensor will disable Licensee's access to the Data and the OpenHDMaps Platform, and Licensee will cease using the Data and delete all

copies of the Data in its possession or under its control. The Licensee will provide written confirmation to the Licensor that all Data has been deleted.

- 8.4.1. If this Agreement is terminated for a breach of this Agreement by Licensee, then Licensee must also cease using any Derivatives, and decouple and delete any Data embedded or referenced in any Derivatives or Works created by Licensee (for example, if Licensee has used the Data to improve or modify any other geospatial data, decoupling would require the reversion of any such improvements or modifications).
- 8.4.2. If this Agreement is terminated other than for a breach of this Agreement by Licensee, then Licensee may continue to access and use Derivatives or Works derived from the Data for the purpose marketing or demonstrating those Licensee's solutions after termination of this Agreement, provided that: (a) such Derivatives or Works may not contain any coordinate data (for example, latitude and longitude data) or geometry data from the Data, b) Licensee may not commercialize any such Derivatives or Works.

9. INDEMNIFICATION

- 9.1. Communittech shall indemnify, defend, and hold harmless Licensee and its officers, directors, employees, agents, successors, and assigns (each, a "Licensee Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses"), resulting from any third party claim, suit, action, or proceeding (each, an "Action") arising out of or related to (i) Communittech's advertising, marketing, or promotion of the Work, the Communittech marks and Communittech materials; (ii) any use, presentation, display, or distribution of Licensee materials in a manner not expressly permitted by this Agreement; or (iii) wilful misconduct, fraud or gross negligence by Communittech
- 9.2. The Licensee agrees to indemnify and hold harmless the Indemnified Parties from and against any and all Losses resulting from any Action that arise out of or are in connection with: (i) the use of Licensee's marks and Licensee's materials; (ii) any use, presentation, display, or distribution of Communittech materials in a manner not expressly permitted by this Agreement; (iii) the Licensee's wilful misconduct, fraud or gross negligence; or (iv) any breach of a third-party's Intellectual Property right.
- 9.3. Indemnified Parties may elect to participate in or conduct the defence of any proceeding by providing Notice to the Licensee of such election without prejudice to any other rights or remedies of the Indemnified Parties under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

- 9.4. The Licensee will not enter into a settlement of any proceeding against any Indemnified Party unless the Licensee has obtained the prior written approval of such Indemnified Party and, where Communitech and/or OCE is the Indemnified Party, Communitech and/or OCE will not withhold such approval unreasonably.
- 9.5. If the Licensee is requested by an Indemnified Party to participate in or conduct the defence of any proceeding, the Indemnified Party will cooperate with and assist the Licensee to the fullest extent reasonable in the proceeding and any related settlement negotiations.
- 9.6. If an Indemnified Party conducts the defence of any proceedings, the Licensee will cooperate with and assist to the fullest extent possible in the proceedings and any related settlement negotiations.

10. ALL RIGHTS RETAINED

- 10.1. Contributor retains all rights in the Data they have contributed, including for example, ownership rights, copyrights, trade secrets and patent rights.
- 10.2. All right, title and interest, including all Intellectual Property rights, in and to: the OpenHDMaps Platform; all corrections, enhancements, or other modifications to the OpenHDMaps Platform made by Licensor or any third party at Licensor's direction; and all technologies used or advanced in the creation of the OpenHDMaps Platform, are the sole and exclusive property of Licensor or Ecopia Tech Corporation, as applicable.

11. GENERAL

- 11.1. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements and conduct which pertain to this subject matter, whether written or oral. Any amendments must be in writing and mutually agreed to by both Parties.
- 11.2. If any part of this Agreement is found to be invalid or unenforceable, it shall not affect the remaining parts, which will remain in full force and effect.
- 11.3. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.