

Data Use Agreement for Service

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These provisions constitute an agreement (hereinafter the “**Agreement**”) between you (hereinafter “**Licensee**” or “**you**”) and us, deltaDAO AG, Katharinenstraße 30a, 20457 Hamburg, Germany, HRB 170 364 (hereinafter “**Licensor**” or “**us**”, collectively the “**Parties**”) for the use of the Data provided to you by us.

1 Definitions

- 1.1 “**Access Token**” means an ERC20 utility token which enables the use of the Data by the Licensee.
- 1.2 “**Data**” means any data, service or information provided by the Licensor, the use of which is enabled through acquisition of the Access Token.
- 1.3 “**Website**” means portal.pontus-x.eu, portal.moveid.eu, or any other Pontus-X data space ecosystem marketplace website allowing access to the Pontus-X data space.

2 Applicability

- 2.1 By acquiring an Access Token, you accept the application of the provisions contained in this Agreement. You acquire an Access Token either by clicking on a button named “buy”, “use”, “download” or similar on a subpage of the Website where the Data is being described or by using respective software.
- 2.2 Both Parties to this Agreement are entrepreneurs in the sense of Section 14 of the German Civil Code (“Bürgerliches Gesetzbuch” – BGB).

3 License Grant

- 3.1 The Licensor hereby grants the Licensee the non-exclusive, limited to EU territory, limited to 1 day period, revocable, non-remunerated, non-transferable right to use the Data for for mobility research and demonstration purposes and for internal business purposes.
- 3.2 The Licensee may not grant sublicenses to third parties without the Licensor’s prior written consent.
- 3.3 It is hereby clarified that the Licensee by acquiring the Access Token does not acquire the ownership, copyright or any other intellectual property right to the corresponding Data apart from the usage rights set forth in this Clause.
- 3.4 The Licensee may not reproduce the Data or disseminate the Data to third parties or make the Data publicly available without the Licensor’s prior written consent notwithstanding whether the Licensor has made the Data available to the Licensee for download or has otherwise granted access to the Data to the Licensee.

4 Warranty and Indemnification

- 4.1 The Licensor warrants that it is entitled to grant the rights granted herein and that use of the Data by the Licensee as granted herein will not breach, infringe, misappropriate or otherwise violate rights, including but not limited to intellectual property rights, of any person or entity.
- 4.2 In the event of any claim by any third party that the use of the Data by the Licensee infringes third parties' rights ("**Third Party Claim**"), the Licensor shall indemnify the Licensee against any and all damages arising out of or relating to such Third Party Claim including any reasonable legal costs of the Licensee incurring in the defense of any Third Party Claim. At the Licensee's reasonable request the Licensor shall support the Licensee at the Licensor's cost in the defense of any Third Party Claim. The Licensee shall inform the Licensor of any Third Party Claim without undue delay.

5 Liability Limitation

The Licensor shall not be liable for any damage caused by the Licensor or its vicarious agents, unless this damage is caused by (i) injury to life, limb or health, (ii) breach of a material obligation, the fulfillment of which enables the proper implementation of this Agreement and upon the fulfillment of which the Licensee may rely, or (iii) intent or gross negligence.

6 Smart Contracts

- 6.1 The provisions of this Agreement will partially be automatically executed through computer programs ("**Smart Contracts**").
- 6.2 Programming errors cannot be ruled out. The Licensor is not liable for programming errors caused by the Licensor or its vicarious agents with slight negligence.
- 6.3 It is hereby clarified that in the case that provisions of this Agreement deviate from provisions programmed in the Smart Contract, the first will prevail. The Licensor may, and upon the Licensee's request is obliged, to reverse the executed parts of the Smart Contract which deviate from provisions of this Agreement.
- 6.4 The Licensor may but is not obliged to provide the technical possibility that Access Tokens are acquired by the use of a respective software instead of the Website. By making use of this possibility the Licensee accepts the application of the provisions contained in this Agreement including but not limited to this Clause.

7 Confidential Information

- 7.1 For the purposes of the Agreement, "**Confidential Information**" means any information of a confidential nature contained in the Data provided by the Licensor notwithstanding whether designated as "confidential" or not. Confidential Information does not include any information (i) which is demonstrably known to the Licensee prior to its disclosure without being subject to any non-disclosure obligation, (ii) which becomes publicly known through no wrongful act of the Licensee; (iii) which has demonstrably been independently

developed by the Licensee independently from the Data provided by the Licensor (iv) which the Licensor disclosed to third parties without any confidentiality agreement.

- 7.2 The Licensee undertakes to treat all Confidential Information as strictly confidential and not to disclose it to third parties and not to use it for any purpose other than the usage of the data under the conditions of this agreement. The Licensee may disclose the Confidential Information only to its management, employees, or consultants to the extent that the latter are also subject to a comparable obligation of confidentiality and to the extent they are involved in matters related to the Data. The Licensee shall take all reasonable measures to prevent any unauthorized use of the Confidential Information and shall notify the Licensor without delay of any suspected unauthorized use or disclosure.
- 7.3 The Licensee is also obliged to take reasonable steps under the circumstances to protect the Licensor's Confidential Information. In particular, the Licensee is obliged to implement appropriate IT security measures, physical access restrictions and other legal (including contractual), organizational or technical measures reasonable in the individual case.
- 7.4 Notwithstanding the preceding provisions, the Licensee has the right to disclose Confidential Information with the Licensor's consent. Disclosure of Confidential Information without Licensor's consent is only admissible if (i) it is mandated by law, (ii) it is required to be made public based on an enforceable decision or other order of a court, authority, or other government agency (and in such case the Licensee undertakes to inform the Licensor without delay and to provide reasonable support in connection with the legal challenge to such decision) or (iii) if the disclosure is made to an employee or consultant of the Licensee who needs the relevant Confidential Information to fulfill their respective duties (e.g., in case of a planned company sale) and who are under a professional duty of confidentiality or bound to confidentiality by a regulation consistent with this Clause. Any disclosure shall be limited to the extent necessary in the particular case.

8 Governing Law and Jurisdiction

- 8.1 This Agreement shall be governed by and construed in accordance with the Laws of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 8.2 The courts of the district in which the Licensor has its registered office shall have exclusive jurisdiction to settle any disputes which may arise relating to this Agreement.

9 Severance

If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected nor impaired.