



**PARTNER AGREEMENT TO
DATAFROMSKY ACADEMY PROGRAM**

RCE systems s.r.o. & Vysoká škola báňská – Technická univerzita Ostrava

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Brno, Czech Republic

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ABOUT DATAFROMSKY ACADEMY PROGRAM

DataFromSky ACADEMY program is educational program offered to schools, universities, educational institutions and training companies. Thanks to this program, students and teachers have access to fully automated traffic data analysis provided by DataFromSky platform that is used by traffic engineers and civil engineering companies worldwide. In past few years more and more teachers and students were asking us for the traffic data analysis for interesting study and research purposes, therefore we have decided to cooperate with institutions to make part of our software easily accessible for them as well.

The goal of the program is to introduce modern way of video-analytical tools of traffic data analysis and current trends in traffic engineering. Thanks to the access to DataFromSky Platform, students and teachers get in touch with the software, so they know how to use it and what kind of technology is behind it. In exchange, we do expect to spread the word about our platform and program by public posts and articles so more students, teachers and other institutions can join to modern way of education. We are looking forward to cooperating with you!

1. DEFINITIONS

Academy User Account	Academy User Account is account dedicated to DataFromSky ACADEMY program per agreed educational institution. This account is necessary to access the DataFromSky service.
Credits	represents a number of hours of the Video, which are assigned to the account or may be bought and analysed via the Service under valid pricelist.
DFS Viewer	is a downloadable desktop application which enables User to view the Result.
DataFromSky AERIAL	Service of video processing from aerial perspective (bird's eye view), including the georegistration process. The service may be fully automated or can include add-ons in form of additional manual correction and guarantee of 100% accuracy of output.
DataFromSky LIGHT	Is fully automated service of video processing from low-altitude cameras, without the georegistration process and without the 100% guarantee of the accuracy of the results. Service is cloud-based, accessible via webpage ai.datafromsky.com
Educational Institution	an organization which carries out educational activity.
Result	is an outcome of the automated analysis, in format which shows the analysed Video including the detected trajectories of vehicles or people, count of vehicles and other derived parameters.
Sample	first 5 minutes of the video that is available for the user for free to check the quality of results or video that user did not pay for in settled period stated in Invoice.
Service	advanced traffic analysis of Video, including provision of Results and related services provided by the Provider including provision of software products, if

	applicable. The Service is divided into (i) DataFromSky Aerial ("DFS AERIAL") and (ii) DataFromSky Light ("DFS LIGHT").
Software	is the integrated cloud computing solution for providing the Service, including applications, software, databases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith, DFS Viewer and other software related to provision of the Service.
Provider	is RCE systems s.r.o., a company incorporated under the laws of the Czech Republic with its registered seat at Svatopluka Čecha 2008/1d, 612 00 Brno, Id. No.: 021 83 234, recorded in the Commercial Register administered by the Regional Court in Brno under File No. C 80533.
User	Person approved by educational institution to use the DataFromSky services defined in these Terms and Conditions. Each user has his/her own User Account.
User Account	is means for accessing and administering the Service.
Video	is audio-visual recording of traffic data which are subject to provision of Service.

2. PARTIES

Table 1 – Parties

Academic Institution = Partner	Vysoká škola báňská – Technická univerzita Ostrava (stated as "Academic Partner" in this agreement) 17. listopadu 2172/15, 708 00 Ostrava-Poruba, Česká republika
Provider	RCE Systems, s.r.o. (stated as "RCE" in this agreement) Svatopluka Čecha 1d, Brno, 612 00 Czech Republic registered by the Regional Court in Brno, Czech Republic, under identification no. 021 83 234

The following parties have on this date [2020/01/20] entered into this agreement ("Agreement") concerning cooperation in DataFromSky ACADEMY Program that allows Academic institution to use products developed by RCE systems defined in this Agreement. The Agreement includes exclusive rights to provide services with limitations defined by this Agreement.

The details of the Agreement shall be as follows.

3. KEY PERSONNEL

Representative for Vysoká škola báňská – Technická univerzita Ostrava is prof. Ing. Čajka Radim, CSc. who is solely eligible for making decisions regarding the Agreement. [REDACTED] is the primary, daily contact. Secondary contact [REDACTED]



Representative for RCE is [REDACTED] who is solely eligible for making decisions regarding the Agreement. Primary, daily contact for RCE side is [REDACTED]

4. AGREEMENT

The scope of the Agreement is:

Academy Partner gets the certificate proving their participation in DataFromSky ACADEMY Program.

Academy Partner gets access to fully automated traffic data analysis available on DataFromSky AI cloud service platform. Limitations are applied.

Academy Partner gets 1 000 Credits for symbolic fee 1€ (Credits are calculated according to currently valid Credit Pricelist. See current Pricelist in the attachment of this document, price changes might be applied. Contact info@datafromsky.com for more information). This credit can be used for DataFromSky AI platform only. Credit can be used only for fully automated traffic data analysis and can be split into more than one account (maximum number of accounts is set to 100). User of each additional account must be part of the Academy Partner. Credit can be used only for non-commercial, non-financed purposes such as Study purposes, teaching material or Academic research.

Software for Data interpretation (DataFromSky Viewer) will be accessible to users. Software is free of charge and licenced-free and can be installed to as many devices as needed. RCE is not responsible for any issues connected to provided software.

By signing to the program, Academic Partner get access to existing data sets of other DataFromSky ACADEMY Program participants. These Data sets can be used for study or research purposes only.

Person dedicated by Educational Institution responsible for the DataFromSky ACADEMY Program or his/her representative can get reasonable personal support of one of our Team members based on previous communication.

LIMITATIONS

Service provided as part of DataFromSky ACADEMY program can be used only by Academic Partner for non-commercial purposes such as academy study (base for semesterly work, bachelor/master thesis, etc), teaching material and non-financed university research. In the case of a funded project, the credits allocated within the Academy program cannot be applied.





All commercial (financed) projects of the institution have to be covered by credits ordered according to valid pricelist. These analyses cannot be covered by credits gained by Participation in DataFromSky ACADEMY Program.

The user understands and agrees that the provision of the Service is fully automated and is not subject to any further human control. The User accepts and counts with the fact that the RCE thus cannot guarantee any level of precision, accuracy, correctness or reliability of the Result. RCE does not guarantee time-frames of delivery as well as quality of delivered video analysis results which is dependent on many factors that cannot be influenced in many cases. RCE is not responsible for any issues connected to provided software as well.

Advanced Services that require personal activity from DataFromSky Team are not included and cannot be covered by credit assigned to the Academy User Account as a part of a membership in DataFromSky ACADEMY program. These (not included) services are: Georegistration of the video, 100% accuracy guarantee, Licence plate detection.

Academic Partner can decide whether to order these services according to valid pricelist. See Current Pricelist in the [attachment](#), price changes might be applied.

AGREEMENT PERIOD

This Agreement is set to one year and comes into effect on 20.01.2020 and will be valid until 20.01.2021.

Both sides have a right to terminate the provision of the Service after this period otherwise contract is automatically prolonged for one more year. For more information see [Agreement stand-by and termination](#).

5. FEE

1 000 Credits will be assigned to Academy Partner for symbolic fee 1€. Fee will be sent by Academy Partner to the Provider's bank account: [REDACTED]

[REDACTED] within fifteen days of the signature of this Agreement by both parties.

Academy Partner is responsible for fees connected with the transfer of the Fee from Academy Partner to Provider's Bank account. 1000 Credits can be used on DataFromSky AI Platform for fully automatic traffic data analysis only and can be split into more than one account (maximum number of accounts is set to 100). User of each additional account must be part of the educational institution.





Advanced Services that require personal activity from DataFromSky Team are not included and cannot be covered by credits assigned to the university as a part of the membership of DataFromSky ACADEMY program. See [Limitations](#) for more information.

Academy Partner can decide whether to pay extra amount for these services according to valid pricelist. See Current Pricelist in the [attachment](#) of this document, price changes might be applied. Contact info@datafromsky.com for more information.

6. PUBLICITY AND BRANDING

By accessing the DataFromSky ACADEMY Program Academy Partner agrees to create and participate in public articles and posts. Minimal amount of public posts connected to results from DataFromSky Software are set to 2 per year, maximal amount is not set. All public materials and its derived outputs connected to the DataFromSky Software or its outputs must keep following rules:

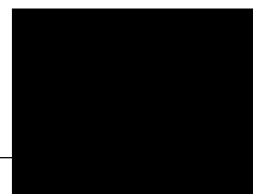
- (i) Each publicized material has to include name of the service (DataFromSky) and a link (ai.DataFromSky.com).
- (ii) In case of Social media post, DataFromSky should be linked to the post by using Hashtag or direct link to Social Media Page of DataFromSky.
- (iii) Video materials and Snapshots: Each publicized material has to include name of the service (DataFromSky) and a link (ai.DataFromSky.com) - for example in the description. Video or picture connected to DataFromSky Viewer or its outputs has to include recognizable DataFromSky logo.

7. CONFIDENTIALITY

All videos delivered from Academy Partner to RCE will be treated as confidential material. RCE store raw, non-anonymized video material as well as analysed video material accordingly.

Unless stated otherwise in these Terms - Samples provided by the Academy Partner as part of DataFromSky ACADEMY Program might be used for marketing, research or publication purposes by RCE side. Published materials can be used by DataFromSky on websites, or online channels of DataFromSky such as LinkedIn, Facebook, Twitter, Vimeo, YouTube or others.

Academy Partner can decide whether to share its data sets with other Educational Institutions participating in DataFromSky ACADEMY program. These Data sets might be used by other Educational Institutions only for Study purposes, teaching material or Academic research.



8. LIABILITY

RCE LIABILITY

RCE shall make the Service available to the Academic Partner in accordance with these Terms. The Service may be performed using equipment or facilities located worldwide, however any Personal Data shall be processed within the territory of the European Union.

The User understands and agrees that the provision of the Service is fully automated and is not subject to any further human control. The User accepts and counts with the fact that the RCE thus cannot guarantee any level of precision, accuracy, correctness or reliability of the Result.

RCE does not guarantee time frames of the delivery and quality of delivered video analysis results which is dependent on many factors that cannot be influenced in many cases.

The RCE will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Educational Institution Data, unless stated otherwise in these Terms.

The RCE is entitled to use its subcontractors for Service provision under the same security and data protection safeguards as set by these Terms.

ACADEMY PARTNER LIABILITY

By participation in DataFromSky ACADEMY program, Academy Partner agrees with following paragraphs stated in [Terms and Conditions of DataFromSky AI Service platform](#) as well:

3. RESTRICTIONS, 5. USE AND PROVISION OF THE SERVICE AND THE RESULTS, 6. USER ACCOUNT, 7. CLIENT DATA, 8. RESULTS, 9. PRICE OF PAID SERVICE, 11. INTELLECTUAL PROPERTY RIGHTS, 12. DATA PROCESSING, 13. COMPLAINTS, 14. LIABILITY, 15. BREACH OF THE TERMS, 16. TERMINATION OF PROVISION OF SERVICE, 17. CHANGES TO THE TERMS.

Academy Partner must present DataFromSky service with its software as part of lectures, so students get in touch with the software. Examples, how to present DataFromSky Software are: presentation during lectures, during practicals, so students might use service for their semesterly, research or academic work, etc.

University commits to create and participate in research based on promotion materials of DataFromSky platform (such as videos, public articles, or posts). Minimal amount of public post is 2/per year, maximal number of public articles is not set. For more information see [Publicity and branding](#).



Academy Partner is aware that RCE can use Samples of provided videos for its own purposes without limits. Samples provided by the Academic Partner as part of DataFromSky ACADEMY Program might be used for marketing, research or publication purposes by RCE side. Published materials can be used by RCE on websites, or online channels of DataFromSky such as LinkedIn, Facebook, Twitter, Vimeo, YouTube or others.

Academic Partner can decide whether to share provided data sets with other Educational Institutions participating in DataFromSky ACADEMY program. These Data sets might be used by other Educational Institutions only for study purposes, teaching material or academic research.

Academy Partner agrees to follow rules and recommendations provided by DataFromSky Team.

9. DISPUTE RESOLUTION AND JURISDICTION

The Agreement is regulated under the laws of Czech Republic.

In the case that the parties can not settle their dispute through negotiation or mediation, parties choose The Arbitration Court of Czech Republic (attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic) for further arbitration.

10. AGREEMENT STAND-BY AND TERMINATION

Should RCE Systems fail to meet obligations regarding quality of the services provided, Academy Partner is eligible to terminate the agreement after one-year period ends. In that case, all accounts of the institution created under DataFromSky ACADEMY program will be closed. Academic Partner can however continue in the use of Videos and Results which were processed or provided in the scope of unpaid Service. In case Academy Partner does not follow these Terms and Conditions, RCE can end the contract before the end of agreed period. If the remaining Credits on connected User Accounts are not used before the termination, they expire without any refund.

Signature page follows.

In Brno, date 13.1.2020

For RCE systems s.r.o.


CEO



In _____, date _____

For Vysoká škola báňská – Technická univerzita
Ostrava

prof. Ing. Čajka Radim, CSc.

Děkan Fakulty stavební

VYSOKÁ ŠKOLA BÁŇSKÁ





ATTACHMENTS

Attachment #1 - Pricelist



Choose your DataFromSky Plan!

LIGHT	Without Plan	Beginner (100 hours)	Intermediate (1 000 hours)	Master (5 000 hours)
Video processing (1 Credit)	€4.20/hour	€3.84/hour	€3.32/hour	€2.90/hour
LP detection (0.1 Credit)	€0.42/hour	€0.38/hour	€0.33/hour	€0.29/hour
AERIAL	Without Plan	Beginner (20 hours)	Intermediate (200 hours)	Master (1 000 hours)
Video processing (5 Credits)	€21.00/hour	€19.20/hour	€16.60/hour	€14.50/hour
Georegistration				
First 3 hours (42 Credits)	€176.40	€161.28	€139.44	€121.80
Each add. Hour (7 Credits)	€29.40	€26.88	€23.24	€20.30
100% Guarantee				
Start fee (96 Credits)	€403.20	€368.64	€318.72	€278.40
Each correction (0.134 Credit)	€0.56	€0.51	€0.44	€0.39

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Pracovní listy, videa, aplikace, nástroje, školení, konzultace, servisní služby, aktualizace softwaru a hardwaru

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RCE systems s.r.o., Svatopluka Čecha 1d, CZ-612 00 Brno, info@rcesystems.cz

Pracovní listy, videa

Pracovní listy, videa, aplikace, nástroje, školení, konzultace, servisní služby, aktualizace softwaru a hardwaru

Pracovní listy, videa, aplikace, nástroje, školení, konzultace, servisní služby, aktualizace softwaru a hardwaru

Pracovní listy, videa, aplikace, nástroje, školení, konzultace, servisní služby, aktualizace softwaru a hardwaru

