

**DATABASE
USAGE AGREEMENT**

Between:

EURECOM

Groupement d'intérêt Economique, headquartered in Campus Sophia Tech, 450 Route des Chappes, 06410 Biot, France, registered under the number 383 181 575 at the Corporate and Trade register of Antibes, represented by Ulrich Finger, Director
Hereinafter called "EURECOM",

On one hand,

And

Address: -----
Identification number if any:

Represented by -----
Title:-----

Hereinafter called " PARTNER"

On the other hand,

each a "party" together "the parties".

As previously referred to that, EURECOM has developed a database of faces using Lytro Technology (hereafter "the Database").

PARTNER, a partner of EURECOM, having shown interest in using the Database for research and development work, both parties agree on the following:

Article 1: PURPOSE

1.1- EURECOM provides access to its Database—as described in Appendix 1—to PARTNER, who shall accept it.

1.2- Both parties expressly agree that PARTNER will use the Database only for internal research and development.

Under no circumstances, the Partner may grant access to the Database under this agreement to a third Party. And under no circumstances the Database should be used with the purpose of generating revenue (i.e. activities not related to, teaching, research or demonstration)

Article 2: RATE

EURECOM provides access to the Database for free.

Article 3: TERMS OF USE

PARTNER hereby agrees to use the Database for the exclusive purpose of internal research and development (article 1.2).

PARTNER agrees to include the name “EURECOM” on any publication, and more generally on any public document mentioning research results in relation with the Database.

PARTNER agrees to inform EURECOM on the results of its experiments on simple request from EURECOM.

Article 4: TERMINATION

4.1- Failure to observe the terms of use

In the event of a breach on the part of PARTNER to observe the terms of use set forth in Article 3, EURECOM may terminate the agreement by right and without notice through registered mail with notice of delivery.

The Database as well as all related documents shall immediately be returned to EURECOM.

4.2 – Term of the agreement

PARTNER undertakes to erase the Database of its files at the latest on December 31st 2019.

Article 5: CONFIDENTIALITY

PARTNER expressly agrees not to publish, nor disclose in any way the confidential scientific, technical or economic information that is the property of EURECOM, and which it may be access to while executing this contract without the written agreement of EURECOM.

Also, PARTNER agrees to keep the terms of this agreement confidential.

Article 6: INTELLECTUAL PROPERTY

This agreement carries no transfer of industrial or intellectual property right to the Database which remains the exclusive property of EURECOM.

Article 7: ACCESS RIGHTS

PARTNER has been informed that people in Database may exercise their rights of access,rectification and deletion of data at any time.

In such circumstances, PARTNER undertakes to correct or delete immediately the relating data.

Article 8: DISCLAIMER

Both parties expressly agree that the Database is put at the disposal of PARTNER with no warranty from EURECOM, including, but not limited to, warranties covering counterfeiting and those guaranteeing that a specific task can be performed.

Therefore, EURECOM shall in no way be held liable for lost profits, loss of use, or any incidental or consequential damages arising from the use of the Database.

Article 9: NO ASSIGNMENT OR TRANSFER OF THE DATABASE

The Database shall not in any way be provided to a third party without the prior express written consent of EURECOM.

Article 10 : ATTRIBUTION OF JURISDICTION

The parties agree that any litigation that may arise out of the interpretation and/or enforcement of this agreement shall fall under the jurisdiction of the Court of Antibes, France.

Article 11 : GOVERNING LAW

This agreement shall be governed by the Law of France.

Article 12: MISCELLANEOUS

Any provision of this agreement that may become invalidated shall in no way affect the other provisions of this agreement.

Executed on

Date:

And Place:

EURECOM

Ulrich FINGER

Director

Company/University: -----

Represented by: -----

Title or status: -----