

## **Elektronikas un datorzinātņu institūta**

**Projektā “Dinamiska zemes lietošanas pārraudzība” („NevKlas”) (KC-PI-2017/95) radītās tehnoloģijas “Dynland” atsevišķu moduļu intelektuālā īpašuma - zinātība un ar to saistīto tiesību neekskluzīvas vienkāršas licences izsoles nolikums**

### **1. Vispārīgie noteikumi**

1.1. Izsoles rīkotājs “Elektronikas un datorzinātņu institūts”, reģ. Nr.: 90002135242, juridiskā adrese: Dzērbenes ielā 14, Rīgā, LV-1006, Latvija (turpmāk tekstā – *EDI*).

1.2. Nolikums nosaka EDI intelektuālā īpašuma neekskluzīvas vienkāršas licences izsoles norises kārtību.

1.3. Nolikums ir izveidots un izsole tiek organizēta saskaņā ar Latvijas Republikas normatīvajiem aktiem.

1.4. EDI komercializē tai piederošo intelektuālo īpašumu ar mērķi iegūt maksimāli komerciāli izdevīgāko neekskluzīvas vienkāršas licences piedāvājumu(s) par projekta, kurš izstrādāts pamatojoties uz Valsts zinātniskā institūta, atvasinātas publiskas personas „Elektronikas un datorzinātņu institūts” un Latvijas investīciju un attīstības aģentūras (turpmāk – LIAA) noslēgto līguma Nr. KC-PI-2017/95, ietvaros radīto intelektuālo īpašumu – tehnoloģijas “Dynland” atsevišķu moduļu intelektuālā īpašuma - zinātība (“*know-how*”) un ar to saistītās tiesības, neekskluzīvu vienkāršu licenci.

1.5. Papildus informāciju par intelektuālo īpašumu var iegūt EDI vai rakstot uz [info@edi.lv](mailto:info@edi.lv) līdz 2021. gada 28. septembrim.

1.6. Izsoles forma – rakstiska izsole.

1.7. Izsole notiek ar augšupejošu soli.

1.8. Visos citos jautājumos, kas nav paredzēti šā nolikuma noteikumos, ir jāvadās no spēkā esošajiem Latvijas Republikas normatīvajiem aktiem. Šī nolikuma noteikumi ir piemērojami un iztulkojami saskaņā ar Latvijas Republikas normatīvajiem aktiem.

### **2. Nolikumā lietotie termini**

2.1. Izsoles dalībnieks – fiziska vai juridiska persona;

2.2. Izsoles objekts – intelektuālā īpašuma, kas ietver Pielikumā Nr. 3 uzskaitīto zinātību un ar to saistītās tiesības, izmantošanas tiesības – neekskluzīva vienkārša licence, kuras izmantošanas nosacījumi atrunāti 2. pielikumā.

2.3. Izsoles objekta sākumcena ir 2000,00 EUR (divi tūkstoši euro 00 centi) neskaitot pievienotās vērtības nodokli.

2.4. Visaugstākā izsolāmā objekta cena – izsoles dalībnieka rakstiski izteikts piedāvājums, kas ietver no visiem izsoles dalībniekiem visaugstāko cenu.

2.5. Izsoles uzvarētājs – izsoles dalībnieks, kurš par izsoles objektu nosolījis visaugstāko cenu. EDI patur tiesības slēgt neekskluzīvas vienkāršas licences līgumu ar vairākiem pretendentiem uz vienādiem nosacījumiem, ja vien tas ir komerciāli izdevīgāk.

2.6. Pieteikums – izsoles dalībnieka iesūtīts pieteikums par dalību izsolē ar iekļautu piedāvāto cenu (*Pielikums Nr. 1*).

2.7. Izsoles organizētājs un rīkotājs – ar EDI 2021. gada 29. marta rīkojumu Nr.1.1.-2/12-21 apstiprinātā izsoles komisija.

### **3. Izsoles organizācijas kārtība**

3.1. Ne vēlāk kā 10 (desmit) dienas pirms izsoles informācija par izsoli tiek publicēta EDI mājas lapā [www.edi.lv](http://www.edi.lv) un tajā pašā mājas lapā ievieto izsoles nolikumu ar pieteikuma veidlapu un neekskluzīvas vienkāršas licences līguma projektu. Informācija var tik publicēta un izplatīta arī citos veidos ar mērķi, lai ar to var iepazīties pēc iespējas plašāka auditorija.

3.2. Pieteikumu var iesniegt klātienē, pa pastu vai elektroniski.

3.2.1. Pieteikums jānosūta vai jāiesniedz klātienē aizzīmogatā vēstulē, kuras izsolei to iesniedz, EDI, Dzērbenes ielā 14, 2. stāvā direkcijā, Rīgā, LV-1006 darba dienās laikā no plkst. 08.30 līdz 17.00, bet ne vēlāk kā līdz 2021. gada 30. septembra plkst. 13:00.

3.2.2. Pieteikums ir iesniedzams elektroniskā dokumenta formā, parakstot to ar drošu elektronisko parakstu un sūtot uz epasta adresi [info@edi.lv](mailto:info@edi.lv) no 2021. gada 30. septembrim plkst. 11:01 līdz tās pašas dienas plkst. 13:00. Pieteikumam ir jābūt parakstītam ar drošu elektronisko parakstu, kas uzlikts līdz 2021. gada 30. septembrim, plkst. 11:00.

3.3. Pieteikumam jābūt skaidri salasāmam, bez labojumiem un dzēsumiem.

3.4. Pieteikumi, kas tiks iesniegti (iesūtīti) pirms vai pēc noteiktā termiņa, netiks pieņemti.

3.5. Līdz noteiktā termiņa beigām Izsoles dalībnieks savu pieteikumu var atsaukt rakstiskā veidā.

3.6. Izsoles komisija Pieteikumu atvēršanu organizē **2021. gada 30. septembra plkst. 13:01.**

3.7. Pieteikumu atvēršana ir atklāta. Dalību Pieteikumu atvēršanā iepriekš jāsaskaņo ar EDI.

### **4. Izsoles Pieteikumu izvērtēšana**

4.1. Izsoles Komisija pārbauda, vai izsoles prasībām atbilstošie Pieteikumi satur visu šajā Nolikumā izklāstīto informāciju (Izsoles dalībnieka rekvizīti, solītā izsoles objekta cena, piekrišana piedāvātajam neekskluzīvas vienkāršas licences līgumam) un vai iesniegtais Pieteikums atbilst Nolikuma prasībām.

4.2. Izsoles komisija ir tiesīga izslēgt no dalības rakstiskajā izsolē Pieteikumus, kuri nesatur visu šajā Nolikumā pieprasīto informāciju, vai iesniegtā informācija neatbilst šī Nolikuma prasībām.

4.3. Nolikuma prasībām atbilstošie Pieteikumi tiks salīdzināti un vērtēti pēc lielākās piedāvātās izsoles objekta cenas (cena jānorāda bez PVN un jānoapaļo līdz veseliem *euro*).

4.4. Pieteikums, kurā piedāvātā izsoles objekta cena ir zemāka par izsoles sākumcenu, tiek izslēgts no tālākās izvērtēšanas.

4.5. Ja vairākiem Izsoles dalībniekiem būs vienādas lielākās cenas, EDI slēgs neekskluzīvu vienkāršu licences līgumu ar vairākiem izsoles dalībniekiem.

4.6. Izsole tiek protokolēta atzīmējot katru iesūtīto Pieteikumu, tā atvēršanas laiku un piedāvāto izsoles objekta cenu.

4.7. Izsole atzīstama par notikušu bez rezultāta, ja nav pieteicies neviens Izsoles dalībnieks vai nav saņemts neviens derīgs Pieteikums, vai visas piedāvātās izsoles objekta cenas ir zemākas par izsoles sākumcenu.

4.8. Izsoles komisija pēc izsoles pieteikumu izvērtēšanas paziņo rezultātus Izsoles dalībniekiem un publicē informāciju par izsoles rezultātiem EDI mājas lapā [www.edi.lv](http://www.edi.lv).

## **5. Licences līguma slēgšana**

5.1. Pēc Izsoles rezultātu paziņošanas Izsoles dalībniekam(iem) – Izsoles uzvarētājam(iem) ar EDI 10 (desmit) darba dienu laikā jānoslēdz licences līgums (*Pielikumā Nr. 2*).

5.2. Nosolīto izsoles objekta cenu Izsoles uzvarētājam(iem) ir jāmaksā atbilstoši neekskluzīvas vienkāršas licences līguma nosacījumiem (*Pielikums Nr. 2*).

Nolikuma pielikumi:

1. *Pieteikums dalībai izsolē (Pielikums Nr. 1)*
2. *Neekskluzīvas vienkāršas licences līguma projekts (Pielikums Nr. 2)*
3. *Tehnoloģijas “Dynland” izsolāmo moduļu uzskaitījums (Pielikums Nr. 3)*

**Elektronikas un datorzinātņu institūta  
izsoles komisijai**  
Dzērbenes iela 14, 2.stāvā direkcijā, Rīgā, LV-1006, Latvija

fiziskas personas rekvizīti  
(vārds, uzvārds, personas kods, deklarētās dzīvesvietas adrese)  
VAI  
juridiskas personas rekvizīti  
(nosaukums, reģistrācijas numurs un juridiskā adrese)

Kontakttālrunis, e-pasts

### **PIETEIKUMS DALĪBAI IZSOLĒ**

Vēlos piedalīties neekskluzīvas vienkāršas licences izsolē uz **“Nevklas” (KC-PI-2017/95)** projektā radītā intelektuālā īpašuma - “Dynland” tehnoloģijas moduļu lietošanas tiesībām.

Piedāvātā samaksa par vienu licenci ir: [summa] EUR.

Iegādājamo licenču skaits:

Piekrītu neekskluzīvas vienkāršas licences līguma projektā ietvertajiem nosacījumiem, jo īpaši apmaksas nosacījumiem, noslēdzot līgumu.

Norēķina konta numurs kredītiestādē:

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Apstiprinām, ka dalībai izsolē šķēršļi nepastāv.

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datums

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paraksts

30th of september, 2021

## **LICENCE AGREEMENT**

### **Licensor**

**Elektronikas un datorzinātņu institūts**  
Dzerbenes St. 14, LV-1006, Rīga, Latvia  
e-mail: info@edi.lv  
Research Institution Certificate Nr.: 181031  
VAT Nr.: LV90002135242

and

### **Licensee**

## Annexes

### *Annex 1 Description of the Licensed Rights*

This Agreement is dated: 30.09.2021.

## PARTIES

Licensors	Licensee
<b>Elektronikas un datorzinātņu institūts,</b>	[..]
incorporated and registered in Latvia, Research Institution Certificate Nr.: 181031; VAT Nr.: LV90002135242, whose registered office is at Dzerbenes St. 14, LV-1006, Riga, Latvia	incorporated and registered in [..] with company number [..], whose registered office is at [..] ()
together called "Parties" or each as a "Party", agree as follows:	

## PREAMBLE

- (A) The Licensors fully owns the intellectual property rights that are the subject of this Agreement (see Clause 1.15.).
- (B) The subject of the License Agreement is certain modules of Dynland technology. Dynland allows users to perform Land Use and Land Cover (LULC) classification using satellite and auxiliary data.
- (C) Dynland technology has been improved within project "Dynamic land use monitoring (NevKlas)" financed according to agreement No. KC-PI-2017/95 with Latvian investment and development agency.
- (D) This Agreement is a license agreement and not an agreement for the sale of software or services.
- (E) This Agreement gives Licensee limited rights to use the clustering and class assignment modules of Dynland technology described below and imposes upon Licensee certain obligations to protect the technology and Related Materials from unauthorized use, reproduction, distribution or publication.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

- 1.1 **Applicable Laws** - laws of Republic of Latvia should apply.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.3 **Business Day**: a day, other than a Saturday, Sunday or public holiday;
- 1.4 **Dynland** – technology (full description in Annex No 1) that identifies land cover classes from EO imagery using non-parametric, unsupervised image analysis algorithm created by Elektronikas un datorzinātņu institūts, also a trademark.
- 1.5 **Commencement Date** – date of this Agreement
- 1.6 **Company** - any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.7 **Confidential Information** - proprietary material or information belonging to Licensor, or to any third party to which Licensor owes a duty to maintain confidentiality, directly or indirectly placed by Licensor, or by third parties to which Licensor is related, into the possession of Licensee which material or information is not generally available to or used by others (except other persons whom Licensor has granted licenses of the Technology and Related Materials or part thereof) or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, and includes, without limitation, all business information, computer software and computer technology, whether patentable or not, which is acquired by or on behalf of Licensee from time to time and which, owing to the relationship between Licensor and Licensee, may become known to Licensee.
- 1.8 **Copyrights** - refers to those copyrights or copyright registrations for the Technology or the Technology and Related Materials and shall include future copyrights belonging to Licensor or any third party related to Licensor for improvements and modifications thereof and applications by Licensor for registration of copyrights for improvements and modifications thereof;
- 1.9 **Enhancements** - changes and/or improvements to the Technology, whether arising out of the particular Technology configuration for the specific use of Licensee or otherwise;
- 1.10 **Errors** - with regard to the Technology, incorrect source code or object code or anything not in agreement with published Specifications or requested modifications;
- 1.11 **Know-How** includes all technology, source code, object code, local area network manager code, technical information, procedures, processes, trade secrets, methods, practices, techniques, information, logic/flow charts, sketches, drawings, Specifications, application and modification manuals and data relating to the design, manufacture, production, inspection, and testing of the Technology, which are from time to time in Licensor's possession;

- 1.12 **Manuals** - the programmer's manuals, the technical manuals and the user manuals and other similar documentation;
- 1.13 **Modifications** - Enhancements and/or correction of Errors, and Modifications shall be deemed to have been accepted by Licensee upon the lapse of sixty (60) days following the successful installation of any Modifications unless Licensee notifies Licensor in writing prior to the lapse of such period that the Modifications in question do not conform to Specifications;
- 1.14 **License Scope** – the license gives rights to Licensee to use the Licensed Rights, with no authority for the given code modification or reuse without the prior written consent from the Licensor. The inclusion of the technology in any other products (Licensed products) as long as they do not violate the mentioned restrictions, is allowed.
- 1.15 **Licensed Rights** - in this Agreement, in accordance with the subject matter (ref. to Annex No 1 ) is technology (protected through copyrights):
- (a) Command-line executable Dynland Clustering
  - (b) Command-line executable Dynland Classifier.
- 1.16 **Licensed Product** - any product that includes the technology fully or partly;
- 1.17 **Related Materials** - all of the printed materials, user documentation, training documentation and confidential activation code for the technology supplied by Licensor to Licensee, and includes the Manuals;
- 1.18 **Technology**- includes the Know-How and, unless otherwise hereinafter set out to the contrary, any Modifications, is described on Annex 1 herein and includes all actual copies of all or any portion of the computer programs delivered by Licensor to Licensee, inclusive of backups, updates and merged copies either permitted by this Agreement or supplied subsequently by Licensor or any party related to Licensor; and
- 1.19 **Specifications** - the functional performance parameters of the Technology.
- 1.20 **Trademarks** – trademark application “Dynland”, EUIPO filing number 018472926 and unregistered trademarks containing wording Dynland and brand elements;
- 1.21 **Physical measures** - physical measures of the Licensed Rights (technologies, devices or the components thereof);
- 1.22 **Personal Data** - any information relating to an identified or identifiable natural person who can be identified directly or indirectly and in particular includes but is not limited to the following information about a living individual: first and last name, age, date of birth, gender, address, contact information, government-issued identifiers (such as passport and social security numbers), an identification number, location data, an online identifier, or any specific physical, health-related, physiological, genetic, mental, economic, cultural or social information about that natural person;
- 1.1 **Processing** - any act performed on Personal Data or data processed using Dynland, whether or not by automated means, including, but not limited to, collection, recording, organization, structuring, storage, adaptation or alteration, retrieval,



consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, erasure or destruction;

- 1.23 **Representative** - in relation to a Party, its employees, officers, contractors, subcontractors, representatives and advisers;
- 1.24 **GDPR** - means General Data Protection Regulation Regulation, that is regulation of (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
- 1.25 The Annexes form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes Annexes.
- 1.26 References to clauses and Annexes are to the clauses and Annexes of this agreement.
- 1.27 Clause, Annex and paragraph headings shall not affect the interpretation of this agreement.
- 1.28 Any and all amendments to this Agreement must be made in writing and signed by both Parties otherwise being null and void.
- 1.29 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.30 This agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.31 Any obligation on a party not to do something includes also an obligation not to allow that thing to be done or happen.
- 1.32 Any words following the terms **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Grant of License and Reservation of Ownership**

- 2.1 Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable license to use the Technology and Related Materials at the site referred to in Annex No. 1 hereto and otherwise pursuant to the terms of this Agreement. Licensor retains title and exclusive ownership of any and all copies of the Technology and Related Materials licensed hereby. Licensee agrees to use its best efforts to protect the Technology and Related Materials from unauthorized use, reproduction, distribution or publication.

## **3. License Fee and Payments**

- 3.1 One licence means one unit installation on one computer/ one equivalent technical unit. Licensee pays the Licensor license fee – initial purchase fee.

- 3.2 Parties agree on the following fees:
- (a) Initial purchase fee for one licence: EUR 2000,00 (two thousand euro);
- 3.3 Licensee is and shall be solely responsible for payment of any taxes (including sales or use taxes, intangible taxes, and property taxes) resulting from Licensee's execution of this Agreement, exclusive of taxes based on Licensor's income.
- 3.4 On the Commencement Date, the Licensee shall pay to the Licensor the initial purchase fee.
- 3.5 All payments made by the Licensee under this agreement are exclusive of VAT and any other state-required payments, such as taxes, fees stipulated in local laws, etc.
- 3.6 If the Licensee fails to make any payment due to the Licensor under this Agreement by the due date for payment, then, without limiting the Licensor's remedies, the Licensee shall pay interest on the overdue amount at the rate of 6% per annum above. The Licensee shall pay the interest together with the overdue amount.
- 3.7 In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date.

#### **4. Copyrights**

- 4.1 The Technology and Related Materials are owned by Licensor and are protected by Latvian copyright laws and applicable international treaties and/or conventions. Without limiting the prohibition on assignment contained elsewhere in this Agreement, Licensee acknowledges that its rights to use the Technology and Related Materials are personal to Licensee. Licensee, therefore, covenants not to permit the use of the Technology and Related Materials by unauthorized persons and to use its best efforts to prevent the exportation of the Technology and Related Materials or any portion thereof into any country which does not have copyright laws that will protect Licensor's Copyrights.
- 4.2 As to any Technology and Related Materials which are or in the opinion of Licensor may become subject to a claim of infringement, Licensor, at its option, will obtain the right for Licensee to continue using the Technology and Related Materials or replace or modify the Technology and Related Materials so as to make it non-infringing. If none of the aforementioned alternatives is available on commercially reasonable terms, then Licensee agrees to return the Technology and Related Materials to Licensor upon Licensor's written request and Licensor shall, upon return, refund to Licensee all license fees paid by Licensee to Licensor, and Licensor shall have no other or further liability to Licensee. Licensee acknowledges that the remedies set out in paragraph 12 hereof constitute the sole and exclusive remedy of Licensee for copyright infringement.

#### **5. Permitted Uses of the Technology and Related Materials**

- 5.1 One technology licence permits the use of the licenced technology on one CPU simultaneously.

#### **6. Uses Not Permitted.**

**6.1 Licensee covenants and agrees that it will not:**

(a) whether in whole or in part, sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of or access to the Technology and Related Materials, or any portion thereof, to unlicensed persons;

(b) assign, mortgage, charge or otherwise encumber either the Technology and Related Materials or its rights under this Agreement.

(c) reverse engineer, decompile or disassemble the Technology.

(d) alter, modify or create any derivative works of the Technology and Related Materials or any portion thereof.

(e) Except as permitted elsewhere in this Agreement, make additional copies of the Technology and Related Materials or any portion thereof.

(f) obscure or remove any copyright or trademark notices.

**7. Assignment**

7.1 Without limiting anything contained elsewhere in this Agreement, Licensee shall not assign this Agreement or any rights herein without the prior written consent of Licensors, which consent may be arbitrarily withheld. Any purported assignment without Licensors's consent shall be deemed to be null and void.

**8. Term**

8.1 The license granted by this Agreement is a perpetual license. Notwithstanding the foregoing, this Agreement will terminate automatically without notice if Licensee fails to comply with any provision of this Agreement. Upon termination of this Agreement, Licensee shall return the Technology and Related Materials to Licensors together with any whole or partial copies, codes, Modifications and merged portions in any form. The parties agree that all provisions set out in this Agreement for the protection of Licensors and its Copyrights shall remain in force notwithstanding termination of this Agreement.

**9. Updates**

9.1 Provision of updates, upgrades and enhancements of the Technology is outside the scope of this agreement.

**10. Limited Warranty**

10.1 Licensors warrants that the Technology, without Modifications, will substantially conform to the Related Materials for a period of one 6 months from the date of receipt by Licensee.

10.2 During the warranty period, Licensors's entire liability and Licensee's exclusive remedy shall, at Licensors's option, be one of the following:

(a) Licensors may attempt to correct or work around Errors;

- (b) Licensors may replace the Technology and Related Materials;
- (c) Licensors may refund to Licensee the license fees paid to Licensors upon return of the Technology and Related Materials to Licensors.

10.3 Licensors shall not be liable for damages, direct or indirect, special, incidental, consequential, punitive or exemplary, related to Licensee's use of the Technology and Related Materials, even if Licensors is advised of the possibility of such damage.

## **11. Provision of Know-How**

11.1 The know-how supplied by the Licensors shall be used by the Licensee only for the purpose of the and in accordance with is Agreement and shall be subject to the provisions of (12) Confidentiality.

11.2 Nothing in this Agreement shall constitute any representation or warranty that the know-how supplied to the Licensee is accurate, up to date, complete, or relevant.

## **12. Confidentiality**

12.1 All Confidential Information, including the Know-How, shall be treated as confidential by Licensee and shall be used solely to enable Licensee to use the Technology in accordance with this Agreement. Nothing contained herein shall prevent Licensee from disclosing any of the Confidential Information to any employee of Licensee for the sole purpose of utilizing the Technology and Related Materials in accordance with this Agreement, provided that Licensee shall obtain from each employee to whom such disclosure is made a covenant of non-disclosure.

12.2 The Licensee may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent, it is legally permitted to do so, it gives the Licensors as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the Licensors in relation to the content of such disclosure.

12.3 On termination of this agreement, the Licensee shall:

- (a) destroy or return to the Licensors all documents and materials (and any copies) containing, reflecting, incorporating or based on the Licensors's Confidential Information;
- (b) erase all the Licensors's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- (c) certify in writing to the Licensors that it has complied with the requirements of this clause, provided that the Licensee may retain documents and materials containing, reflecting, incorporating or based on the Licensors's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall

continue to apply to any such documents and materials retained by the Licensee, subject to 16 (Survival).

- 12.4 These provisions of this section of the Agreement shall survive any early termination of the Agreement by law or by this Agreement.

### **13. Processing personal data and data transfers**

- 13.1 Where necessary to perform this Agreement, Parties may provide each other with, or they may have access to, information relating to an identified or identifiable individual ("personal data").
- 13.2 In making personal data available to each other, Party confirms that it has complied with all applicable laws, including GDPR, in relation to the personal data and its processing.
- 13.3 Performing this Agreement, the parties shall act as independent controllers of personal data.
- 13.4 Parties represent that it has and will maintain comprehensive policies for maintaining the privacy and data security of any data subject regarding fulfilment of this Agreement.
- 13.5 In case if the Parties will have the necessity to act as joint controllers the Parties will agree on entering into a separate joint controller agreement to fully provide data subjects with the opportunity to exercise their rights in accordance with the applicable laws and to fully guarantee compliance with the applicable data security and privacy standards and laws.

### **14. Protection of the Licensed Rights**

- 14.1 The Licensee as Trade secret holder is obligated to use all technical, organizational and physical measures to protect the Licensed Rights according to the best practise.
- 14.2 The Licensee shall immediately notify the Licensor in writing giving full particulars if any of the following matters come to its attention:
- (a) any actual, suspected or threatened infringement of any of the Licensed Rights;
  - (b) any claim made or threatened that the Licensed Products infringe the rights of any third party; or
  - (c) any other form of attack, charge or claim to which any of the Licensed Rights may be subject.
- 14.3 In respect of any of the matters listed in 14.2:
- (a) the Licensor shall, at his absolute discretion, decide what action to take, if any;
  - (b) the Licensor shall have exclusive control over and conduct of all claims and proceedings;

- (c) the Licensee shall not make any admissions other than to the Licensor and shall provide the Licensor with all assistance that they may reasonably require in the conduct of any claims or proceedings; and
- (d) the Licensor shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for his own account.

**15. No Implied Waiver**

- 15.1 No failure or delay by Licensor in enforcing any right or remedy in this Agreement shall be construed as a waiver of any future exercise of such right or remedy by Licensor.

**16. Conflict of Documents**

- 16.1 Any conflict between the terms of this Agreement and any purchase order or other document in relation to the license granted hereby shall be resolved in favour of the terms of this Agreement.

**17. Equitable Relief**

- 17.1 Licensee acknowledges that any breach by it of any of the terms of this Agreement is likely to result in irreparable harm or damage to Licensor and that, in the event of such breach, in addition to any and all remedies at law, Licensor shall have the right to obtain an injunction, specific performance or other equitable relief to prevent the continuous violation of the terms of this Agreement.

**18. Survival**

- 18.1 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:
- (a) all outstanding sums payable by the Licensee to the Licensor shall immediately become due and payable;
  - (b) all rights and licences granted pursuant to this agreement shall cease to save as set out in this clause
- 18.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 18.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

**19. Entire agreement**

- 19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **20. Variation**

20.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **21. Force majeure**

21.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving prior at least 14 days written notice to the affected party.

## **22. Notices**

22.1 Any notice or other communication, given to a party under or in connection with this agreement, shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or
- (b) sent by email to the address specified in [info@edi.lv](mailto:info@edi.lv).

22.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second] Business Day after posting;
- (c) if sent by email], at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22.4 A notice given under this agreement is not valid if sent by email unless it is signed with an electronic signature that includes a valid timestamp.

### **23. Inadequacy of damages**

23.1 Without prejudice to any other rights or remedies that the Licensor may have, the Licensee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Licensee. Accordingly, the Licensor shall be entitled to the remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach of the terms of this agreement.

### **24. Governing law**

24.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Latvia.

### **25. Jurisdiction**

25.1 Each party irrevocably agrees that the courts of the Republic of Latvia shall have exclusive jurisdiction to settle any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with this agreement or its subject matter or formation.

### **26. Execution**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) original copies of which they have taken one each. This agreement has been entered into on the date stated at the beginning of it.

#### **SIGNED for and on behalf of:**

<b>Licensor</b>	<b>Licensee</b>
<b>Elektronikas un datorzinātņu institūts,</b>	[..]
incorporated and registered in Latvia, Research Institution Certificate Nr.: 181031; VAT Nr.: LV90002135242, whose registered office is at Dzerbenes St. 14, LV-1006, Riga, Latvia	incorporated and registered in [..] with company number [..], whose registered office is at [..] ()
<hr/>	<hr/>
Name Surname, position	Name Surname, position



## Izolāmā intelektuālā īpašuma uzskaitījums

### Annex 1

#### Description of licenced rights

##### 1. Dynland Clustering, version 3.0

DynlandClustering is a standalone executable compiled from MATLAB code for Windows or Linux operating systems. It implements the Dynland algorithm for clustering the input GeoTIFF image. It works on the whole image or part of it defined by the region mask.

To process images larger than 500K pixels, one should define a pixel step  $n > 1$  so that each  $n$ -th pixel on both axes is processed by the Dynland algorithm and other pixels are added to computed clusters on a similarity basis using KNN-search algorithm.

DynlandClustering can be used within the data processing workflows through REST calls, or it can be used as a separate command line tool for standalone processing of data. Input and output data are presented in the GeoTIFF file format.

Use: DynlandClustering imageFile\_I=<Input GeoTIFF image> clustersFile\_O=<Output GeoTIFF file> [maskFile\_I=<Mask file>] [minClusterSize\_I=<integer value>] [pixelStep\_I=<integer value>] [standardize\_I=<1|0>]

It performs clustering of input Sentinel-2 image in GeoTIFF format and saves the result in a GeoTIFF cluster labels file.

- If a mask file is supplied, then only pixels within the mask are clustered.
- If the "pixelStep" parameter is supplied, then only each  $n$ -th pixel on both axes is clustered ( $n = \text{pixelStep}$ ) and others are put into clusters using the KNN-search algorithm.

Parameters are passed in any order as text values following the format "parameterName=<value>".

Recognized parameters:

- **imageFile\_I**=<Input GeoTIFF image> (Required) - name of the input image file with full path included;
- **clustersFile\_O**=<Output GeoTIFF file> (Required) - name of the output cluster labels file with full path included;
- **maskFile\_I**=<Mask file> (Optional) - name of the mask file (binary image file in TIF format, KML/GEOJSON vector file or ZIP archive with SHP file) with full path included, GDAL library is used to process vector files;
- **minClusterSize\_I**= $m$  (Optional) - pixels from clusters of smaller size than this will be added to larger clusters on similarity basis ( $m = 1..2000$ , default value=50).
- **pixelStep\_I**= $n$  (Optional) - perform clustering of each  $n$ -th pixel of the image on both axes,  $n = 1..15$ , default  $n = 1$  (all pixels).
- **standardize\_I**=0|1 (Optional) - if =1, standardize image data within each band, default =1 (standardize).

Example for Windows: DynlandClustering imageFile\_I="C:\SampleImage.tif" clustersFile\_O="C:\SampleImage\_Clusters.tif" maskFile\_I="C:\SampleImage\_Mask.tif" minClusterSize=100 pixelStep\_I=1 standardize\_I=1

Clustering results will be written to a single band GeoTIFF image with a cluster number in each pixel (uint16). Clusters will be sorted by their size and numbered from 1 so that pixels

belonging to the largest cluster will contain value 1 in this GeoTIFF image. Pixels outside the mask will contain 0.

### System requirements:

Hardware requirements:

- 64Gb of RAM, 8 CPU logical cores are required to cluster a 500K pixel image. Smaller datasets would require less resources.

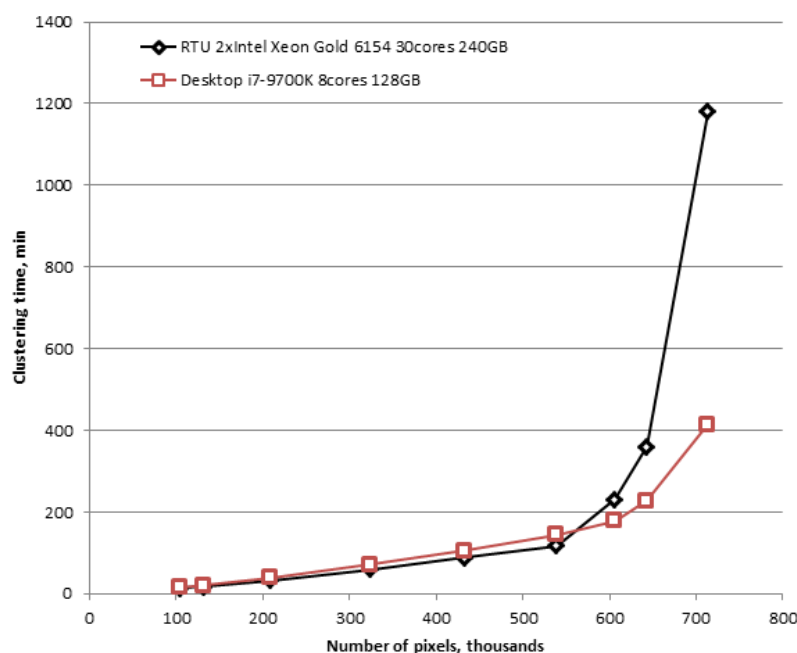
Software requirements:

- Operating system: Windows 10, Ubuntu Linux v.18.04, Centos 7. Other distributions have not been tested and are not covered by guarantee.
- Matlab Runtime environment v.2019b (freely available from [mathworks.com](https://mathworks.com))

### Expected performance

Performance metrics for different imagery sizes and computational resources were captured in desktop and HPC cluster environments. Desktop machine was running CentOS 7 on a 8-core CPU Intel i7-9700K with 128GB RAM (algorithm was using a maximum 60GB of RAM). In the HPC cluster, 30 cores with up to 8GB RAM per core was requested within a single machine (2xIntel Xeon Gold 6154 CPU) to run the algorithm. Clustering of Sentinel-2 images (10m and 20m bands only) with different numbers of pixels was performed in these environments. The results are presented below.

**Dynland clustering time in different environments**



In general, Dynland clustering of data requires a lot of computation resources. Using multiple CPU cores, it is possible to perform computations faster but the difference is not significant because only part of the algorithm can exploit parallel computing in full. The main issue is memory. In particular, clustering of large images requires large amounts of RAM for storing 'pixels in clusters' matrix. The main conclusions are that the limitation of maximum RAM per core in HPC cluster, which is a requirement for this environment, badly affects computing time if the number of pixels to be clustered exceeds 500K. In addition, clustering time of images larger than this limit starts to grow nonlinearly if this limit is exceeded. Therefore it is

recommended to avoid that by clustering each n-th pixel on both axes and using assignment of other pixels to already generated clusters on a spectral similarity basis.

## 2. Dynland Classifier, compiled command line executable, CLI, version 1.0

DynlandClassify is a standalone executable compiled from MATLAB code for Windows or Linux operating systems. It implements the Dynland classification algorithm performing assignment of classes to clusters based on weighted maximum overlap of a cluster with reference data. It works on the part of the image that was clustered using the DynlandClustering executable or any other clusterer producing images with cluster numbers as pixel values.

DynlandClassify executable consumes much less CPU and RAM resources than DynlandClustering. Classification of a 500K pixels image takes several minutes on the hardware described in section 1.

**Use:** DynlandClassify imageFile\_I=<Input GeoTIFF image> clustersFile\_I=<Clusters file> referenceFile\_I=<Reference file> labelsFile\_O=<Output GeoTIFF file> [minOverlap\_I=<floating point value>] [mustAssign\_I=<0|1>]

Performs classification of input Sentinel-2 image in GeoTIFF format and saves the result in a GeoTIFF class labels file.

Parameters are passed in any order as text values with format parameterName=<value>  
The following parameters are recognized:

- **imageFile\_I**=<filename with full path> (required) - GeoTIFF image to be classified, size RxC
- **clustersFile\_I**=<filename with full path> (required) - image file (size RxC) with cluster numbers (0 if a pixel was outside the analysis mask)
- **referenceFile\_I**=<filename with full path> (required) - image file with class numbers where the information about the class is available, size RxC
- **labelsFile\_O**=<filename with full path> (required) - GeoTIFF output file, size RxC with class numbers
- **minOverlap\_I**=<0.01..0.5> (optional), default=0.01 - minimum overlap of cluster with reference to assign class
- **weightLimit\_I**=<10..50> (optional), default=25 - class weight limit during assignment
- **mustAssign\_I**=0..1 (optional), if 1(default), all clusters should be assigned classes (if not assigned from reference, to be assigned on the similarity basis); if 0, then not. Pixels of unresolved clusters will be labeled with id=999 (unassigned class)

Classification results will be written to a single band GeoTIFF image with class label number in each pixel (uint16).

Pixels not included in clusters (value 0 in clustersFile\_I) will contain 0 in the labels file.