

EOMAP Product End User Licence Agreement (“EULA”)

1. Preamble

Thank you for your interest on EOMAP products.

The Products provided by EOMAP GmbH & Co.KG or one of its affiliates ("EOMAP") are protected by intellectual property laws and/or are of substantial business value to EOMAP. The use of the EOMAP products by you ("You") is subject to Your agreement to be legally bound, without limitation, to the following terms and conditions of the EULA.

This EULA will be entered into as of the date You accept the EULA as set out in section 3 of the EULA or – in case the respective Products are legally protected (e.g. by copyright or sui generis rights) – when You first download, access or use the Product, whichever is the earlier date (the “Effective Date”). Unless otherwise amended as set forth herein, this EULA represent the entire agreement and understanding between You and EOMAP as to the matters set forth herein and will exclusively govern Your access to and use of the Products and will supersede any oral or written proposal, agreement or other communication between You and EOMAP regarding the Product. Your/the Users acceptance of this EULA is expressly limited to the terms and conditions set forth herein. Any additional or inconsistent terms provided by You or a User in any other documents such as a purchase order will not have any legally binding effect on EOMAP, unless otherwise agreed upon by EOMAP. This EULA may be modified only by a binding written instrument entered into by the You/the User and EOMAP or by EOMAP within the process described in section 15 of this EULA. All waivers under this EULA must be in writing. Any waiver or failure to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

You agree that the EOMAP Products have substantial value to EOMAP regardless of whether they are legally protected. If the Products are legally protected (e.g. by copyright or sui generis rights), these EULA grant You the rights of use described in more detail in the following terms and conditions. To the extent that Products are not legally protected, You agree not to use the Products beyond the uses and purposes set forth in this EULA.

EOMAP Products are provided under terms and conditions as described as follows:

2. Definitions

“EOMAP” means EOMAP GmbH & Co.KG (located in Seefeld/Germany) or one of its authorized distributors: EOMAP Australia Pty Ltd (located in Stapylton, QLD, Australia), EOMAP ME (located in Dubai, UAE), EOMAP USA Inc. (located in Dover, Delaware USA).

“User” is defined as any one of the following that has accepted the EULA and is supplied with a product or service:

- Individual
- Company or corporation, not including subsidiaries, affiliates, or representative offices;
- Office or department of a civilian federal agency at the cabinet level;
- Civilian federal agency below the cabinet level;
- Office or department of a branch of a national military,
- Office or department of a national defense agency, national intelligence agency, or unified command;
- State or provincial agency, country, or local government;
- Nongovernmental organization or nonprofit organization;
- Educational organization within a country;
- Office or department within an international organization, institution, or agency, including the United Nations or European Union; or
- Any entity or equivalent to any of the entities listed above.

“Products” or “EOMAP Product” means images, data (products), services, software or works and deliverables licensed and/or made available by EOMAP to the User, including information products and digital data sets.

“EOMAP Software” means software, online portals or apps licensed and/or made available by EOMAP to the User and excludes data products.

“Data Products” or “EOMAP Data Products” are Products as defined above, but excluding software licensed and/or made available by EOMAP to the User. Data generated by the „EOMAP Software“ qualify as „Data Products“.

“Value-Added Product” means any derived product on basis of the Data Products, where the Data Product is significantly modified through technical manipulation and / or addition of other data, but where the Value-Added Product still contains significant data from the Data Product.

3. Acceptance of EULA

The User agrees and accepts the EULA with doing one of the following procedures (whichever is the earliest date):

- accept a quotation of Products
- opening, downloading or installing any legally protected Product on an electronic or non-electronic device
- using, altering or damaging a legally protected Product
- accepting the EULA by written statement or in text form, within an online workflow or as part of a contract that includes the EULA

A license granted hereunder is nontransferable, unless otherwise approved in writing by EOMAP, and EOMAP reserves all rights not expressly granted by this Terms and Conditions and/or other signed in writing between User and EOMAP.

4. Scope of the End-Users-License

Unless otherwise approved in writing by EOMAP, the standard licence type identified at the time of purchase of the Product is "Single-User" with one (1) End-User, and subject to the payment of all applicable fees. Other User types or License upgrades such as Multi-User have to be agreed and signed in writing (or within another process provided by EOMAP) at the time of purchase of the Product.

5. Permissions

5.1. With the acceptance of the EULA the User is allowed to

- Make unlimited copies of the Data Products for internal use;
- Use the Product to create Value-Added Products for internal use;
- Make the Data Products or Value-Added Products available to consultants and contractors – in accordance with the provisions of the EULA, especially, but not limited to, sections 5 and 6 – for customization with no right to sublicense, use for other commercial purpose or otherwise transfer to a third party;
- Display Data Products or Value-Added Products on Your internet site at a resolution no better than 10 times reduced per dimension in spatial and if applicable in temporal resolution for noncommercial purposes and in a non-downloadable, non-interactive fashion that does not allow a third party to access the Product or Value-Added Product as a standalone file, and with the proper copyright conspicuously displayed as given in section 5.2.; and
- Publish Data Products or Value-Added Products in a non-digital format and for noncommercial purposes in research reports or similar publications with the proper copyright conspicuously displayed as given in section 5.2.

5.2. Display of copyrights:

- The information to be displayed with the Data Products and Value-Added Products is usually provided within the EOMAP Product metadata. If information is displayed to third parties, the following rules shall be applied:
 - Data Products and Value Added Products shall be named as follows: “© (Year) EOMAP “, “© (Year), followed by “All rights reserved”.
 - All other Products and Products significantly assimilated with non-EOMAP products, shall be displayed by “Includes material © (Year) EOMAP GmbH & Co.KG. All rights reserved.”

- Note that EOMAP Products may be linked with third party licensed materials (e.g. satellite data). If so, additional information to be displayed is usually provided within the EOMAP Product metadata.
 - Example for EOMAP Bathymetry products generated from Maxar satellite data: “© (Year) GmbH & Co.KG. All rights reserved, includes material © (Year) Maxar satellite data. All rights reserved.”
 - The display of other third party licensed materials shall be accounted for analogous, e.g. for PlanetLabs or other satellite data.

5.3. The user shall not be allowed to (and therefore is obliged to refrain from)

- use the Product other than for their own Internal Use;
- reproduce the Product or provide the Product and Value Added Products to any other party, with the exception of consultants and contractors for customization and with no right to sublicense as stipulated in section 5.1 above.
- reverse engineer, de-compile or reverse-engineer EOMAP Software
- reverse engineer or otherwise attempt to derive the algorithms, databases, or data structures from which a Product is derived
- display, distribute, supply, licence, hire, let, trade or expose for sale the Product and Value Added Products
- use the Data Product for training or evaluation of artificial intelligence, including but not limited to machine learning and deep learning models.

5.4. EOMAP may grant licensing allowing additional use exceeding the use permitted under sections 5.1 to 5.3 above upon the conclusion of a license upgrade for which the appropriate license fees will have been paid (“License Upgrade”). The relevant License Upgrade will be attached as an amendment to this EULA.

5.5. Any exceptions to the provisions in sections 5.1 to 5.4 above have to be made in writing and signed by the User and EOMAP. Sublicensing or providing of EOMAP Products or Value-Added Products assimilating EOMAP Products to a third party is not granted under this agreement and therefore forbidden, unless agreed in writing within an additional agreement between User and EOMAP.

6. Ownership

Products are licensed or made available to the User, not sold, under this EULA. The Product, and all worldwide intellectual property and proprietary rights therein and related thereto, including, without limitation, all patents, copyrights, trademarks, trade secrets, moral rights, sui generis rights and other right in databases, and all rights arising from or pertaining to the foregoing rights, are and will remain the exclusive property of EOMAP and its suppliers. All rights in and to the Product not expressly granted to the User are reserved by EOMAP and its suppliers. This EULA does not grant the User title to the EOMAP Software or any copies of the Product. Any rights of the User in any Value Added Products do not provide the User with any rights in or to any Product used or incorporated in that Value Added Products except as granted under this EULA. From the date of acceptance of this Terms and Conditions by one of the means listed above, the User agrees to employ all reasonable efforts to protect the data and/or Products, or any part thereof, from unauthorized use, distribution, disclosure, or publication. EOMAP or its licensor retains all rights over its trademarks. Even if the data and/or Products are not legally protected in the terms of the previous sentences, they are of substantial value to EOMAP and its suppliers and therefore, the User shall not use the Products exceeding the permissions granted in section 5 above; if – in accordance with the provisions of this EULA – the User makes available Products as such or in Value Added Products, this section 6 applies to its full extent and the User has to flow down the provisions of this EULA with regard to the limited rights of use of the Products and oblige such third parties not to use the Products for any other purposes as permitted under this EULA.

7. Proprietary Information

User agrees that the data and/or Products contain information proprietary to EOMAP or its licensor. User shall not alter or remove any copyright notice or proprietary statement contained in or on the data and Products, unless otherwise

agreed by EOMAP. Additionally, User agrees to impose this same obligation on any third party engaged to perform work on behalf of the User, who requires access to the Product for such work.

8. Limited Warranty/Disclaimer

8.1. EOMAP warrants it has sufficient rights in the data and/or Products to make these available to User under the terms of this EULA.

8.2. EOMAP makes no warranties as to the suitability of the data and/or Products or their fitness for User's requirements or intended purposes. EOMAP makes no warranties that the data and/or Products are free of errors, defects, or omissions, or that the operation and use of the data and/or Product will be error-free, or that all nonconformities can or will be corrected.

8.3. In case a Product supplied is defective as demonstrated by User, not generated by the EOMAP production standards as set out in the respective Product description and acknowledged as defective by EOMAP, an EOMAP representative will (a) replace the Product, or (b) refund all fees paid by You for the non-conforming Product returned during the warranty period. Any such claim for remedy should be sent in writing by User to the appropriate EOMAP representative within fourteen (14) calendar days of delivery of the Product to User.

9. Limitation of Liability; User Responsibilities

9.1. EOMAP is liable without limitation for damages resulting from culpable injury to life, body, or health in accordance with applicable laws.

9.2. For other forms of damages EOMAP is only liable if the damage is based on a wilful act or gross negligence on the part of its legal representatives, employees, or vicarious agents. In addition, EOMAP is liable in case of negligence with regard to fee-based Products if material contractual obligations („material obligations“) are violated. Material obligations are those duties whose fulfilment only make the proper execution of the contract possible and on whose fulfilment the User may regularly rely. Except in case of wilful act, the liability for damages under this paragraph shall in any case be limited to the foreseeable damage typically occurring in such contracts. In any case, except in case of wilful act, the liability for damages under this paragraph shall be limited to the amount of the contract volume.

9.3. EOMAP is not responsible for the interpretation of data and/or Products by the User and decisions made by the User based on such interpretations; EOMAP strongly advises that further information be obtained by the User before any major decisions are made.

9.4. Mandatory laws and regulations remain unaffected by the limitations of liability of the preceding paragraphs.

10. Indemnification

To the extent EOMAP is not liable to the User under section 9 above, the User will indemnify, defend, and hold harmless EOMAP and its subsidiaries, affiliates and subcontractors, and their respective owners, officers, directors, employees and agents, from and against any and all direct or indirect claims, damages, losses, damages, liabilities, expenses, and costs (including reasonable attorneys' fees) arising from or out of: (1) The User's use of the Product for any purpose; (2) the User's breach of any provision of this EULA; or (3) damage to property or injury to or death of any person directly or indirectly caused by the User. EOMAP will provide the User with notice of any such claim or allegation, and EOMAP has the right to participate in the defense of any such claim at its expense.

11. Term and Termination; Remedies

11.1. This EULA has an unlimited term. User shall, upon request by EOMAP, provide reasonable assurances to EOMAP that use of the Products is consistent with the permitted uses under the EULA.

11.2. Each Party may terminate the EULA for good cause. Good cause for EOMAP to terminate the EULA shall, without limitation, be given:

- in case EOMAP has evidence that User is guilty of fraud, corruption, involvement in a criminal organization or any other illegal activity in connection with or with direct impact on the performance of the contractual relationship;

- in case insolvency or similar legal proceedings are initiated against the User or their initialization is declined on grounds of lacking assets;
- in case the User, after having received formal notice by EOMAP in text form and after having been given the opportunity to remedy a breach – if the breach is remediable – within a reasonable period following receipt of the formal notice, remains in breach of any other material contractual obligation under this EULA.

11.3 Upon termination for good cause, the User shall delete all data and Products upon demand by EOMAP, and the User shall provide evidence of deletion upon request by EOMAP. In this case, the User will have no claim to any remedy or refund of license fees paid.

11.4 In the event the User uses the Products in an unauthorized manner, or otherwise violates the EULA, EOMAP may, at its option, select any one or more of the following remedies in addition to any remedy available at law or under this EULA:

- demand return of the Products;
- enjoin the User's use of the Products;
- charge the User a fee appropriate to User's actual use of the Products;
- charge the User for reasonable inspection and enforcement costs.

12. Export Control

The User will comply with all applicable export control laws, rules and regulations.

13. Governing Law

The law of the Germany will govern all matters relating to this EULA.

14. Complete and Binding Terms and Conditions

Subject to any specific terms of an order for Products incorporating this EULA, this EULA constitutes the complete and exclusive understanding between the User and EOMAP relating to its subject matter, and supersedes all prior and contemporaneous representations, correspondence, proposals or user license agreements, whether oral or written. If any provision is determined to be invalid or unenforceable, the remaining provisions of this EULA will continue to be valid and enforceable. EOMAP's failure to enforce any of the provisions in this EULA will not constitute a waiver of its right to do so.

15. Changes to this EULA

EOMAP reserves the right to modify the EULA as far as the essential characteristics of the EULA are retained. The User shall be notified of changes by e-mail no later than seven (7) weeks before the planned effective date of the changes. If the User does not object within six (6) weeks of receipt of the notification and continues to use the Products after expiry of the period for objection, the changes shall be deemed to have been effectively agreed.

EOMAP GmbH & Co.KG, Schlosshof 4a, 8229 Seefeld, GERMANY. Commercial Register Nr.: HRA 88424