

# IMAGINE NoClouds SOFTWARE LICENSE and LIMITED WARRANTY AGREEMENT

UNLESS YOU OR THE COMPANY OR OTHER LEGAL ENTITY WHICH YOU REPRESENT HAVE ALREADY CONCLUDED THIS LICENSE AGREEMENT (“EULA”), THIS EULA SHALL BE FORMED BY YOUR SELECTION OF THE “I ACCEPT” BUTTON OR BY YOU COPYING, INSTALLING, UPLOADING, ACCESSING OR USING ALL OR ANY PORTION OF THE SOFTWARE. IF YOU HAVE NOT CONCLUDED AND DO NOT AGREE TO ENTER INTO THIS AGREEMENT, YOU DO NOT HAVE THE RIGHT TO USE OR INSTALL THE SOFTWARE. If, IN SUCH EVENT, YOU HAVE PAID CONSIDERATION IN RETURN FOR THIS SOFTWARE, PLEASE CONTACT THE PERSON FROM WHOM YOU RECEIVED THIS PRODUCT FOR INSTRUCTIONS ON RETURN OF THE UNUSED PRODUCT(S) FOR A REFUND.

## 1. Subject Matter of EULA

The subject matter of this EULA is the use of the computer program of GEOSYSTEMS GmbH, Friedrichshafener Str. 1, 82205 Gilching, Germany ("GEOSYSTEMS"), which has been delivered together with this EULA, the user documentation as well as all other materials related thereto (collectively referred to hereinafter as “ Software”). The following license terms and conditions specify the scope of Licensee’s rights to use the Software. However, this EULA shall not exclude or limit the Software’s protection through statutory laws or other legal terms and conditions.

## 2. Proprietary Rights and Rights of Use

2.1 Unless agreed upon otherwise in a given case in writing, GEOSYSTEMS grants to Licensee, subject to the terms and conditions of this EULA, a non-exclusive and perpetual license to use the Software to the extent it is necessary for use of the Software in accordance with its intended purpose.

2.2 Licensee may install and concurrently operate the Software on the number of seats as specified in the quotation or any other document in writing. If operating the Software in a network, Licensee shall ensure that the Software is not concurrently used by more than the authorized number of concurrent users.

2.3 In particular, Licensee is entitled to

(1) permanently or temporarily reproduce, for the purpose of processing instructions and data of the Software in its application environment, the machine readable parts of the Software by means of loading, displaying, running, transmission or storage, to the extent such reproduction is necessary for use of the Software in accordance with its intended purpose, and

(2) make one back-up copy of the Software. Such back-up copy may not be installed on another computer, unless such computer is a partitioned drive of a server to which only the authorized user has access. In any event, the back-up copy may not be used or installed as long as another copy of the Software is installed on any computer.

2.4 Licensee may not reverse engineer, decompile, or disassemble the Software, unless such action is indispensable to obtain the information necessary to achieve interoperability of an independently created computer program with the Software and such information is not readily available from GEOSYSTEMS or a third party authorized by GEOSYSTEMS within a reasonable period of time.

2.5 Except as permitted in Sections 2.3 and 2.4, Licensee may not, permanently or temporarily, in electronic or other form, reproduce, translate, adapt, or otherwise modify the Software, unless such action is necessary for use of the Software in accordance with its intended purpose, including for error correction, and GEOSYSTEMS has not removed the obstacle preventing such use within a reasonable period of time although Licensee has given GEOSYSTEMS an opportunity to do so. Licensee may not reproduce written documentation material which is delivered with or as part of the Software.

2.6 In the event that Licensee purchases the Software within the territory of the European Union, another state of the European Economic Area or Switzerland (hereinafter referred to as "Europe"), Licensee may transfer the Software in its entirety within Europe subject to the following conditions:

- (1) Licensee transfers an authorized copy of the Software;
- (2) Licensee does not retain any copy of the Software;
- (3) the recipient confirms in writing to be bound by the provisions of this EULA; and
- (4) the Software may only be transferred in its entirety as it was received by Licensee, including, in particular, the original media and the original user documentation. Except as provided above, Licensee may not transfer the Software.

2.7 Licensee may not rent, loan, lease or sublicense the Software.

2.8 Licensee may not use the Software as an Application Service Provider.

2.9 Licensee may not use the Software outside of Europe (as defined in Section 2.6), unless Licensee purchases the Software outside of Europe, in which case the Software may only be used in the country in which Licensee purchases the Software.

2.10 Licensee may not remove any proprietary notices, serial numbers, marks, or other legal notices from the Software. Licensee shall exercise all reasonable efforts to ensure that the Software is used in accordance with the provisions of this EULA only.

2.11 Notwithstanding the terms and conditions of this EULA any notices concerning third party software programs, which are included in this Software, shall also apply.

### **3. Upgrades/Updates/Amendments**

3.1 If the Software program delivered is labelled as an upgrade or update ("New Version") to software previously licensed to Licensee ("Previous Version"), Licensee must destroy all copies of the Previous Version, including any copies installed on Licensee's hard disk drive, within ten working days of installing the New Version. GEOSYSTEMS reserves the right to require Licensee to show satisfactory proof that the Previous Version has been destroyed.

3.2 During the term of this EULA GEOSYSTEMS or a third party authorized by GEOSYSTEMS may make available to Licensee additional computer programs, which supplement or enhance the Software. The use of such additional computer programs is subject to the terms and conditions of this EULA.

#### **4. Limitation of Liability**

Except for GEOSYSTEMS' liability in accordance with law on product liability (Produkthaftungsgesetz) and in case of an injury to life, body and health, GEOSYSTEMS' liability is restricted or excluded as follows: In case of negligence the liability of GEOSYSTEMS towards Licensee is restricted to reimbursement of typical, foreseeable damages. However, in case of slight negligence (leichte Fahrlässigkeit) GEOSYSTEMS shall only be liable for damages, if it infringed a duty the performance of which is necessary to adequately perform this EULA, in particular, if taking account of both Parties' interests, a duty the performance of which is necessary to allow an adequate use of the Software by Licensee, and in the performance of which Licensee may trust.

#### **5. Hexagon Software**

5.1 The Software includes software licensed from Hexagon Safety, Infrastructure and Geospatial, a division of Hexagon AB, Sweden. Hexagon Safety, Infrastructure and Geospatial having a principal place of business at 305 Intergraph Way, Madison, Alabama 35758, U.S. („Hexagon“). Those installed software products of Hexagon origin, as well as any associated media, printed materials, and "online" or electronic documentation ("Hexagon Software") are protected by copyright laws and international copyright treaties. The Software is licensed, not sold.

5.2 Licensee acknowledges that the Hexagon Software, or any part thereof, or any process or service that is the direct product of the Software is of U.S. origin. Licensee agrees to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions and embargoes issued by U.S. and other governments having jurisdiction.

#### **6. Severability**

If any provision of this EULA is or will be found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this EULA will remain in full force.

#### **7. Applicable Law; Venue**

This EULA shall be governed by the laws of Germany with the exception of its conflict of laws rules which would lead to the application of another law. The rights and obligations of the Parties under this Agreement shall not be governed by the UN Convention on contracts for the International Sale of Goods. All disputes arising hereunder which cannot be settled amicably by the Parties shall be submitted to the courts of Munich, Germany. However, GEOSYSTEMS may also file an action at any other statutory venue.

*September 2023*