END USER LICENSE AGREEMENT

for the use of BayesStripAlign / academic / n license(s) / annual or monthly subscription

This License Agreement is made and effective as of [invoice date] (the "Commencement Date") by and between:

BayesMap Solutions SAS, a company organized and existing in France (R.C.S. Aix-en-Provence 11/29/22, SIRET 92174190600017), with a registered address at 32 Chemin de la Baume, 13740 Le Rove, France ("Licensor") and X, a company organized and existing in Y, with a registered address at Z ("Licensee"), as stated on the invoice.

WHEREAS:

1. Licensee wishes to obtain a license to use the **BayesStripAlign** software package (hereinafter, the "Asset"), and

2. Licensor is willing to grant to the Licensee a non-exclusive, non-transferable License to use the Asset for the term and specific purpose set forth in this Agreement,

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS.

1.1 "Agreement" means this License Agreement including the attached Schedule.

1.2 "Confidential Information" means information that:

a. is by its nature confidential;

b. is designated in writing by Licensor as confidential;

c. the Licensee knows or reasonably ought to know is confidential;

d. Information comprised in or relating to any Intellectual Property Rights of Licensor.

1.3 "Asset" means the Asset provided by Licensor as specified in Item 6 of the Schedule in the form as stated in Item 7 of the Schedule.

1.4 "Intellectual Property Rights" means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 5.

1.5 "Party" means a person or business entity who has executed this Agreement; details of the Parties are specified in Item 2 of the Schedule.

1.6 "Term" means the term of this Agreement commencing on the Commencement Date as specified in Item 4 of the Schedule and expiring on the Expiry Date specified in Item 5 of the Schedule.

2. LICENSE GRANT.

2.1 The software is licensed, not sold, and Licensor reserves all rights to the software not expressly granted by Licensor, whether by implication, estoppel, or otherwise. This license does not give the Licensee any right to, and the Licensee may not:

   i. circumvent or bypass any technological protection measures in or relating to the software or Services;

   ii. disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;

   iii. separate components of the software or Services for use on different devices;

   iv. publish, copy, rent, lease, sell, export, import, distribute, or lend the software or the Services, unless Licensor expressly authorizes you to do so;

   v. transfer the software, any software licenses, or any rights to access or use the Services;

   vi. use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network.

3. CHARGES.

3.1 In consideration of the Licensor providing the License under clause 2 of this License Agreement, the Licensee agrees to pay Licensor the amount of the License Charge as specified in Item 10 of the Schedule.

4. LICENSEE'S OBLIGATIONS.

4.1 The Licensee cannot use the Asset, for purposes other than as specified in this Agreement and in Item 8 of the Schedule.

4.2 The Licensee may permit its employees to use the Asset for the purposes described in Item 8, provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that all employees using the Asset do not commercialize or disclose the contents of it to any third person, or use it other than in accordance with the terms of this Agreement.

4.3 The Licensee will not distribute, sell, License or sub-License, let, trade or expose for sale the Asset to a third party.

4.4 No copies of the Asset are to be made other than as expressly approved by Licensor.

4.5 The Licensee may not reverse engineer, decompile, or disassemble the Asset, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

4.6 No changes to the Asset or its content may be made by Licensee.

4.7 The Licensee will provide technological and security measures to ensure that the Asset which the Licensee is responsible for is physically and electronically secure from unauthorised use or access.

4.8 Licensee shall ensure that the Asset retains all Licensor copyright notices and other proprietary legends and all trademarks or service marks of Licensor.

4.9 The Licensee may redistribute the files generated by the Asset in accordance to the Restrictions and File distribution paragraphs of Item 8 of the Schedule.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 All Intellectual Property Rights over and in respect of the Asset are owned by Licensor. The Licensee does not acquire any rights of ownership in the Asset.

6. LIMITATION OF LIABILITY.

6.1 If the Licensee has any basis for recovering damages (including breach of these Terms), to the extent permitted by the applicable law, the Licensee agrees that his/her exclusive remedy is to recover, from Licensor direct damages up to an amount equal to the License fee.

6.2 To the extent permitted by the applicable law, the Licensee cannot recover any (i) consequential losses or damages; (ii) loss of actual or anticipated profits (whether direct or indirect); (iii) loss of actual or anticipated income (whether direct or indirect); (iv) loss of contract or business or other losses or damages arising from your use of the Services in a non-personal capacity; (v) special, indirect, incidental or punitive losses or damages; and (vi) to the extent permitted by law, direct losses or damages in excess of the caps specified in section 12(a) below. These limitations and exclusions apply if this remedy does not fully compensate the Licensee for any losses or fails of its essential purpose or if the Licensor knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services, or the software related to the Services.

6.3 Licensor is not responsible or liable for any failure to perform or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond Licensor's reasonable control (such as labor disputes, acts of God, war or terrorist activity, malicious damage, accidents or compliance with any applicable law or government order). Licensor will endeavor to minimize the effects of any of these events and to perform the obligations that aren't affected.

7. CONFIDENTIALITY.

7.1 Neither Party may use, disclose or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement.

7.2 Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:

    a. is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or

    b. was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

7.3 This clause 7 will survive termination of this Agreement.

8. DISCLAIMERS & RELEASE.

8.1 To the extent permitted by law, Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Asset.

8.2 The Asset is provided by Licensor on an "as is" basis.

8.3 Licensor will not be held liable by the Licensee in any way, for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Asset or any part thereof.

8.4 Notwithstanding anything contained in this Agreement, in no event shall Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Asset with Licensee computer programs.

8.5 Licensor does not warrant that the Asset will function in any environment.

8.6 The Licensee acknowledges that:

    a. The Asset has not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and

    b. it is therefore the responsibility of the Licensee to ensure that the Asset meets its own individual requirements.

8.7 To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Licensor, including any implied warranty of merchantability or fitness for a particular purpose.

9. INDEMNITY.

9.1 The Licensee must indemnify, defend and hold harmless Licensor, its board members, officers, employees and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from:

    a. Licensee's and Licensee's employee's use or reliance on the Asset,

    b. any breach of the terms of this License Agreement by the Licensee or any Licensee employee, and

    c. any other act of Licensee.

9.2 This clause 9 will survive termination of this Agreement.

10. WAIVER.

10.1 Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this License Agreement shall not operate or be construed as a waiver thereof.

11. GOVERNING LAW.

11.1 This Agreement will be construed by and governed in accordance to French law, and governs the interpretation of these Terms and claims for their breach, regardless of choice of law principles.

12. TERMINATION.

12.1 This Agreement and the License granted herein commences upon the Commencement Date and is granted for the Term, otherwise terminated by Licensor in the event of any of the following:

a. if the Licensee is in breach of any term of this License Agreement and has not corrected such breach to Licensor's reasonable satisfaction within 7 days of Licensor's notice of the same;

b. if the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors; or

c. the Licensee is in breach of clause 5 or 7 of this Agreement.

12.2 Termination under this clause shall not affect any other rights or remedies Licensor may have.

12.3 The Licensee is protected by a Software Escrow Agreement with EscrowTech International, Inc., 3290 West Mayflower Way, Lehi, UT 84043 USA, phone 801-852-8202. The following Deposit Materials are held in the Escrow (Number 35526): "Unlimited license for all BayesMap software" consisting of a node-unlocked license key without expiration date.

The "Release Condition" shall be deemed to have occurred in the event of any of the following:

a. Owner discontinues business because of insolvency or bankruptcy, and no successor assumes Owner's Software maintenance obligations.

b. The Licensee becomes entitled to a release of the Deposit Materials if the Asset cannot be used for a period of at fourteen consecutive days, and the Licensor or any partners and affiliates cannot be reached for support during this period, outside force majeure.

12.4 Force Majeure. Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theI, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

13. LICENSE FEE.

13.1 In consideration for the License grant described in this License Agreement, Licensee shall pay the yearly License fee immediately upon execution of this Agreement and as stated in Item 10 of the Schedule for renewal.

13.2 The License fee and any other amounts payable by the Licensee to the Licensor, under this Agreement, are exclusive of any and all foreign and domestic taxes, which if found to be applicable, will be invoiced to Licensee and paid by Licensee within 30 days of such invoice.

14. ASSIGNMENT.

14.1 Licensee shall not assign any rights of this License Agreement, without the prior written consent of Licensor.

15. NOTICES.

15.1 All notices required under this Agreement shall be in writing and shall be deemed given (i) when delivered personally; (ii) five (5) days after mailing, when sent certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after dispatch, when sent via a commercial overnight carrier, fees prepaid. All notices given by either Party must be sent to the address of the other as first written above (unless otherwise changed by written notice).

16. COUNTERPARTS.

16.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

17. SEVERABILITY.

17.1 The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

18. ENTIRE AGREEMENT.

18.1 This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or

agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a

written agreement.

IN WITNESS WHEREOF, this Agreement, including the attached Schedule, was acknowledged by the Parties at first time of use of the

Asset after payment of the invoice, and made effective as of the Commencement Date.

SCHEDULE

Item 1 – License Agreement

THE LICENSE AGREEMENT OF WHICH THIS SCHEDULE FORMS A PART IS BY AND BETWEEN THE PARTIES REFERENCED IN ITEM 2 BELOW.

Item 2 – Name and Address of Licensor and Licensee

Licensor: BayesMap Solutions SAS, a company organized and existing in France (R.C.S. Aix-en-Provence 11/29/22, SIRET 92174190600017), with a registered address at 32 Chemin de la Baume, 13740 Le Rove, France.

Licensee: X, an academic institution organized and existing in Y, with a registered address at Z as stated in the invoice.

Item 3 – Other License Terms

The yearly license renews automatically if payment is received before the expiry date. If the payment has not been received within one month from this date, the license will not be renewed. In this case, new licenses will be offered at a preferential rate during maximum six months following termination.

Item 4 – Commencement Date

The date of the invoice.

Item 5 – Expiry Date

One year or x months from the commencement date, as specified by the type of license on the invoice.

Extensions can be granted by the Licensor, see Item 12 (interruption of support).

Item 6 – Description of Asset

Data processing software package with a command-line interface.

- Input: LAS/LAZ/ASCII swaths, binary/ASCII trajectory files, ASCII parameter files
- Output: LAS/LAZ swaths, image files, parameter/QC text files.

Customer support, see Items 7 and 12

Item 7 – Format of Asset

Software package* BayesStripAlign*:

- Windows, Linux or Mac OS 64-bit executable, command-line tool
- Documentation (built-in; web pages at bayesmap.com; pdf manual see link Item 11)

Customer support:

- Email communications to support@bayesmap.com, see Item 12

Item 8 – Approved Purpose

Application area:

- Airborne, UAV light detection and ranging (LiDAR), discrete return or processed waveform data
- Sonar, point cloud data only

Type and format of data that can be processed:

- Georeferenced point clouds, preferably one file per flight line, LAS/LAZ/ASCII format, with the trajectory files provided
- Waveform files in PulseWaves format, same conditions.

Purpose:

- Improve the geometric accuracy of point clouds through automatic swath registration
- Perform relative and absolute quality control, pre and post geometric correction
- Perform geometric calibration (internal, boresight, lever arm)

Restrictions:

- The Asset can only be used for academic purposes, such as research or teaching.
- The point clouds, images and other files generated by the software cannot be used for production.
- The Licensee cannot distribute them directly to a non-academic institution without prior agreement signed by both the Licensor and the Licensee.

File distribution:

- Files generated by the Asset may be redistributed (see restriction above).
- If results are published, the name of the Asset shall be mentioned.

Item 9 – Type and format of software license

- The number of licenses granted to the Licensee is n (specified on the invoice).
- Each software license consists of a pair (name, password) chosen by the Licensor and sent by email to the Licensee. Each license is floating (only one instance allowed per license) and requires an internet connection through port 443 (HTTPS).
- Occasionally, a temporary node-locked license (consisting of a license key in ASCII format) can be sent to the Licensee if offline use is required for a short period of time, or if the license server cannot be reached. The Licensee shall strive to use the network-based licensing system.

Item 10 – License Fee

- The yearly subscription fee is equal to the last license fee paid adjusted for inflation, unless otherwise specified on the renewal invoice. License fees are subject to change. Licensor is required to send the renewal invoice at least one month before the expiry date if the fee changes.

- The license fee is due two weeks before the expiry date (see Item 5).

Item 11 - Software Updates

Licensor grants to the Licensee all the updates and intermediate builds released during the period covered by this Agreement, i.e. versions 1.0 to 9.0 included. All updates and manuals can be downloaded using the private link provided by the Licensor after a demo request or purchase.

Obligations of Section 4 apply to *all the downloaded material* and all the links provided to the Licensee.

Item 12 - Customer Support

- Customer support is limited to communication via email to help use the existing Asset. Total time allocated to process requests is limited to x hours per year as specified on the invoice, and requests are processed within one business day for the fast lane production license and two business days for the regular production license. Additional support may be provided separately, upon mutual agreement, as training or consulting services.

- Email support is available Monday through Friday, 9 am to 6 pm Central European Standard Time - excluding weekends and observed French Holidays. Support availability may vary from stated hours due to downtime for systems maintenance, company events, and circumstances beyond the control of the Licensor.

- Requests are handled in the order in which they are received and simultaneous requests are processed according to priority level (from highest to lowest: fast lane, standard, academic, demo).

- Any interruption of customer support of more than seven consecutive days and not justified by any of the reasons stated above will extend the license for the corresponding support delay.