

## eUSER LICENCE - DATA SUBSCRIPTION

### XEOS Imaging - 3D web browser

This license agreement (the "**Agreement**") is between XEOS IMAGING INC. ("**XEOS Imaging**") and you (the "**Client**"), and applies to your subscription to the 3D web browser (the "**Platform**").

#### 1. SUBSCRIPTION

**1.1. Purpose.** Subject to the Client's full compliance with its obligations, including payment of the Fees (as defined below), XEOS Imaging will provide the subscription to the Client for the Term (as defined below) all in accordance with the terms and conditions of this Agreement.

**1.2. Subscription.** For purposes hereof, the subscription includes: (i) the right to access and use the Platform and related documentation (the "**Documentation**"); (ii) the right to view the XEOS Data (as defined below); (iii) the support services detailed in Exhibit A, which forms an integral part of the Agreement (the "**Support Services**").

**1.3. Updates.** From time to time during the Term, XEOS Imaging may make updates, enhancements and/or patches to the XEOS Platform and Data (collectively, "**Updates**"). Once made available by XEOS Imaging to the Client, the Updates are deemed to be part of the subscription and are subject to the terms and conditions of this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed to require XEOS Imaging to update the XEOS Data during the Term; provided however that XEOS Imaging may, in its sole and absolute discretion, update such data upon any Renewal (as defined below), if applicable.

#### 2. FEES

**2.3. Fees.** In order to access the Platform and the XEOS Data during the Term, the Client agrees to pay to XEOS Imaging the fees detailed on the Platform or the Agreement, as the case may be (the "**Fees**"). Unless expressly stated otherwise, the Fees are quoted in Canadian dollars and are non-refundable and non-exchangeable.

**2.4. Terms of Payment.** The Client will pay the Fees by bank transfer, in immediately available funds, to the bank account provided by XEOS Imaging. The Fees for the subscription are payable within thirty (30) days following receipt of an invoice to this effect by the Client. Any amount

due and not paid on the due date will bear interest, from that date on, at the rate of one and a half percent (1.5%) per month (19.56% per year).

**2.5. Taxes.** The amounts to be paid under the Agreement do not include taxes. The Client is responsible for paying any applicable taxes.

#### 3. TERM; TERMINATION

**3.1. Term.** The Agreement shall become effective upon acceptance of this Agreement by the Client (the "**Effective Date**") and, unless terminated in accordance with this Agreement, shall remain in effect for an initial term of one (1) year (the "**Initial Term**"). Upon expiration of the Initial Term, the Agreement shall automatically renew for successive one (1) year periods (each, a "**Renewal**"), unless either party gives written notice to the other of its intention not to renew the Agreement prior to the end of the Initial Term or any Renewal, as the case may be. The Initial Term and any Renewal, if applicable, are collectively referred to as the "**Term**".

**3.2. Termination.** Neither party shall have the right to terminate this Agreement except in the event that: (i) the other party is in default of any of its obligations, representations or warranties under the Agreement and has failed to cure such default within ten (10) days of receipt of written notice of such default; or (ii) the other party fails to pay or is unable to pay its debts as they become due, becomes or is declared insolvent, makes an assignment or bankruptcy, makes a proposal to its creditors, or is a party (with or without its consent) to any proceeding relating to its bankruptcy, insolvency or receivership or liquidation of its assets. Such termination shall be effective upon receipt by the other party of written notice to that effect. For the sake of clarity, the Client hereby irrevocably waives the application of Article 2125 of the *Civil Code of Québec*.

**3.3. Effect of Termination.** Upon termination or expiration of the Agreement: (i) XEOS Imaging shall cease to make the subscription available to the Client; (ii) the rights granted to the Client

hereunder shall revert to XEOS Imaging; (iii) the Client and the Users (as defined below) shall cease all use of the subscription (including the Platform, Documentation and XEOS Data); (iv) the Client shall pay to XEOS Imaging all outstanding Fees and interest, if any; and (v) upon the instructions of the Disclosing Party (as defined below), the Receiving Party (as defined below) shall destroy or return to the Disclosing Party its Confidential Information (as defined below). Upon request by the Disclosing Party to that effect, an officer of the Receiving Party shall certify in writing on behalf of the Receiving Party that any Confidential Information of the Disclosing Party has been returned to the Disclosing Party or has been destroyed, as the case may be.

**3.4. Survival.** Subsection 3.4, Sections 2 and 6 to 10 of the Agreement shall survive the expiration or termination of the Agreement, as any other provision hereof which by its terms is intended to survive such expiration or termination.

#### **4. CLIENT'S OBLIGATIONS**

**4.1. Users.** Client is fully responsible for the use of the Platform by any person to whom it permits access (each, a "**User**") and shall take commercially reasonable steps to prevent unauthorized access to the Platform (including the XEOS Data) by third parties. Without limiting the generality of the foregoing, Client is responsible for: (i) complying with the maximum number of Users specified on the Platform or in the Agreement, as applicable; (ii) any conduct of a User that violates any of Client's obligations under the Agreement; and (iii) any use of the Platform through its account, whether or not authorized. The Client agrees to: (y) immediately notify XEOS Imaging of any unauthorized use of the Platform (including XEOS Data) that it knows or suspects, and of any breach of any security measure that may result in unauthorized use of the Platform (including XEOS Data); and (z) cooperate with XEOS Imaging and use its best efforts to stop such unauthorized use or breach.

**4.2. Restrictions.** Unless otherwise expressly provided in this Agreement, the Client shall not: (i) use the Platform as a service bureau or time-sharing company or in any other manner that allows third parties, other than Users and in accordance with the Agreement; (ii) use the Platform contrary to the Documentation; (iii) use the Platform outside of its organization, or make the Platform available to anyone who is not a

User; (iv) provide passwords or other login information to the Platform to third parties; (v) share features of the Platform content with third parties; (vi) access the Platform or the XEOS Data, in order to create a similar or competing product or service; (vii) modify, disassemble, decompile, adapt or otherwise reverse engineer the Platform or create derivative works therefrom; (viii) probe, scan, vulnerability test or circumvent any security mechanism used by websites, servers or networks connected to the Platform; (ix) take any action that imposes an unreasonable or disproportionately large load on websites, servers or networks connected to the Platform; (x) access (and attempt to access) or use the data of other customers through the Platform; (xi) knowingly diminish or impede access to the Platform and XEOS Data; or (xii) use the Platform or XEOS Data in violation of any applicable law. In the event that XEOS Imaging suspects a violation of the requirements set forth in this Section 4 by the Client, XEOS Imaging may, in addition to any other rights and remedies available to it, suspend access to the Platform (including the XEOS Data) as of right within forty-eight (48) hours of written notice to that effect.

#### **5. DATA**

**5.1.** To the extent that the Client Data (as defined below) is made available to XEOS Imaging, then, unless XEOS Imaging receives the Client's prior written consent, XEOS Imaging shall: (i) only access, process, use and disclose such Client Data to enable or facilitate the Client's use of the Platform; and (ii) not intentionally grant access to Client Data to third parties.

**5.2. XEOS Data.** By accessing the Platform, the Client may have access to three-dimensional models, orthomosaics and/or LIDAR point clouds, depending on the type of subscription selected on the Platform (collectively, the "**XEOS Data**"). Without limiting the scope of Sections 9 and 10 hereof, XEOS disclaims any responsibility for the accuracy and completeness of the XEOS Data. For clarity, the parties acknowledge and agree that the Client is solely responsible for ensuring that the XEOS Data transmitted or otherwise made available is fit for the purpose for which it is transmitted or made available, including compliance with the Client's policies and obligations to third parties.

**5.3. Aggregate Data.** Notwithstanding any express provision to the contrary in this

Agreement, XEOS Imaging has the right to: (i) compile statistical information related to the performance of the Platform for the purpose of improving the Platform, including by training an artificial intelligence model; (ii) compile data about Users in connection with their use of the Platform and/or XEOS Data, but only if such information is aggregated and anonymized ("**Aggregate Data**"); and (iii) use, reproduce, sell or otherwise exploit the Aggregate Data in any way, in its sole and absolute discretion.

## **6. INTELLECTUAL PROPERTY**

**6.1. XEOS Imaging's Property.** As between the parties, XEOS Imaging retains all rights, titles and interests (including any intellectual property rights) in and to its Confidential Information, trademarks, XEOS Data, Aggregate Data, Platform, Documentation and Updates, if any. Except as otherwise expressly provided in this Agreement, nothing herein shall be construed as transferring or assigning to the Client any rights, titles or interests (including any intellectual property rights) in and to XEOS Imaging's Confidential Information, trademarks, XEOS Data, Aggregate Data, Platform, Documentation and Updates, in whole or in part.

**6.2. License.** Subject to full compliance with the Client's obligations, XEOS Imaging grants the Client a revocable, non-exclusive, non-transferable and non-sublicensable license to access and use the Platform (including the XEOS Data accessible via the Platform) and the Documentation during the Term, strictly for internal purposes in the course of the Client's regular business. For the avoidance of doubt, nothing in this Agreement permits Client to copy, modify, distribute, market or sell the Platform (including the XEOS Data) and the Documentation in any form. For further avoidance of doubt, the Client is not permitted to download the XEOS Data unless the Client subscribes to a [Data Subscription Agreement](#) or enters into a [Data Purchase Agreement](#) with XEOS Imaging.

**6.3. Client's Property.** Between the parties, the Client retains all rights, titles and interests (including intellectual property rights) in and to its Confidential Information, Client Data and Client's Marks (as defined below). Unless otherwise expressly provided in this Agreement, nothing herein shall be construed as conferring, transferring or assigning to XEOS Imaging any rights, titles or interests (including any intellectual

property rights) in and to the Client Confidential Information, the Client Data or the Client's Marks, in whole or in part.

**6.4. Feedback.** XEOS Imaging is under no obligation to treat as confidential any Feedback (as defined below) provided to XEOS Imaging by the Client or a User (as applicable), and nothing in this Agreement shall restrict the right to use, modify, disclose, publish, keep secret or otherwise exploit the Feedback, without compensation or attribution to the person who provided it. For the purposes hereof, "**Feedback**" means any suggestions or other ideas for improving or otherwise modifying any of XEOS Imaging's products or services, including the Platform and XEOS Data.

## **7. ADVERTISING AND PROMOTION**

**7.1. Advertising.** The Client hereby authorizes XEOS Imaging to include its name and trademarks, including its logos (collectively, the "**Client's Marks**") in XEOS Imaging's customer lists.

**7.2. Withdrawal.** At any time, the Client may withdraw the authorization granted in Subsection 7.1 of the Agreement. In such event, XEOS Imaging will use commercially reasonable efforts to promptly remove the Client's Marks from its customer lists.

## **8. CONFIDENTIALITY**

**8.1. Confidential Information.** For the purposes hereof, "**Confidential Information(s)**" means any information: (i) disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") or which the Receiving Party may come into contact with or become aware of in connection herewith (including the Disclosing Party's Client Data, technologies and trade secrets); and (ii) which is designated as confidential by the Disclosing Party (either orally or in writing) or which should otherwise be considered confidential by its nature or circumstances surrounding its disclosure. Confidential Information, however, excludes any information that: (u) is already known to the Receiving Party at the time of disclosure; (v) has become publicly known without action on the part of the Receiving Party; (w) has been disclosed to the Receiving Party by a third party who has a legitimate claim to such information and the right to disclose it; (x) was developed by the Receiving Party independently and without the use of Confidential Information; (y) was authorized in

writing by the Disclosing Party for disclosure by the Receiving Party; or (z) was disclosed to a third party by the Disclosing Party without imposing on that third party similar restrictions on its disclosure.

**8.2. Confidentiality Obligation.** The parties acknowledge and agree that the Disclosing Party may provide Confidential Information to the Receiving Party in connection with the Agreement. The Receiving Party agrees to protect the Disclosing Party's Confidential Information from unauthorized disclosure or use with at least the same degree of care as it exercises with respect to its own Confidential Information, but in no event less than reasonable care. The Receiving Party may use the Confidential Information only in accordance with the terms of the Agreement and only to fulfill its obligations and exercise its rights under the Agreement.

**8.3. Non-Disclosure.** The Receiving Party may not disclose Confidential Information except to its directors, officers, employees and agents (collectively, the "**Representatives**") who: (i) have a need to know the Confidential Information; (ii) have been informed of the confidentiality obligations set forth herein; and (iii) agree to comply with such confidentiality obligations. The Receiving Party shall remain liable for any breach of this Section 8 by its Representatives.

**8.4. Violation.** Each party acknowledges and agrees that a violation of this Section 8 would cause the Disclosing Party irreparable harm for which monetary damages would not be an adequate remedy, and that, in addition to any other remedies available to it, the Disclosing Party shall be entitled to an injunction against such violation or threatened violation, without the necessity of proving actual harm or posting a bond or other security.

## **9. REPRESENTATIONS AND WARRANTIES**

**9.1. Mutual representations and warranties.** Each party represents and warrants to the other: (i) that it has the authority and capacity to enter into this Agreement; and (ii) that the performance of this Agreement will not result in a breach of or conflict with its articles of incorporation, bylaws or unanimous stockholders' agreement, if any, or any other contract to which it is a party.

**9.2. Representations and warranties of XEOS Imaging.** XEOS also represents and warrants to the Client: (i) that, to the best of its knowledge, the Platform does not infringe or violate the intellectual property rights of any third party; and (ii) that the Platform, when used in accordance with the Documentation and the provisions of this Agreement, will perform substantially as described in said Documentation. This warranty shall not apply, however, if it is demonstrated by XEOS Imaging that the infringement or functionality problem results from: (x) improper use of the Platform by the Client; (y) unauthorized modification of the Platform; or (z) any third-party software or equipment not approved by XEOS Imaging.

**9.3. Exclusions.** TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO SUBSECTIONS 9.1 AND 9.2 ABOVE, THE CLIENT ACKNOWLEDGES AND AGREES THAT THE DOCUMENTATION, THE PLATFORM AND THE XEOS DATA ARE PROVIDED "AS IS", AND THE CLIENT IRREVOCABLY AND UNCONDITIONALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF QUALITY, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, XEOS IMAGING DOES NOT WARRANT THAT THE PLATFORM WILL OPERATE WITHOUT INTERRUPTION OR ERROR OR THAT THE CLIENT DATA WILL REMAIN PRIVATE OR SECURE.

## **10. INDEMNIFICATION; LIABILITY**

**10.1. Indemnification.** Each party (the "**Indemnifying Party**") undertakes and agrees to indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents, if any (collectively, the "**Indemnified Party**") from and against any and all third party suits, claims and demands (each, a "**Claim**") for losses, damages, expenses and costs (including reasonable external counsel fees) arising directly out of a breach of its obligations, representations and warranties contained in this Agreement. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any Claim and shall cooperate in the defense of such Claim. Neither party shall agree to settle any Claim out

of court without the prior written consent of the other party.

**10.2. Intellectual Property.** Notwithstanding any express provision to the contrary in this Agreement, in the event of XEOS Imaging's failure to comply with Subsection 9.2 (i) of the Agreement, XEOS Imaging may, at its sole and absolute discretion and as its sole and exclusive obligation to the Client: (i) replace or modify the Platform so that it does not infringe or violate the intellectual property rights of third parties; (ii) obtain a license, so that the Client may continue to use the Platform without infringing or violating the intellectual property rights of third parties; or (iii) terminate the Agreement if measures (i) and (ii) prove impractical. For the sake of clarity, the parties acknowledge and agree that this provision sets out the full rights and remedies available to the Client in the event of non-compliance by XEOS Imaging with Subsection 9.2 (i) of the Agreement.

**10.3. Limitation of Liability.** To the extent permitted by law, in no event shall either party or any of its representatives be liable to the other party for any consequential, indirect, special, incidental or punitive damages arising out of or in connection with the Agreement.

**10.4. Maximum Liability.** Notwithstanding any express provision to the contrary in this Agreement, XEOS Imaging's total liability for any claim of any nature or origin whatsoever in connection with, arising out of, or in any way related to this Agreement shall be limited to the Fees paid by the Client under this Agreement.

## **11. GENERAL PROVISIONS**

**11.1. Entire Agreement.** The parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, representations and understandings, whether oral or written, relating to its subject matter. No amendment, modification or waiver of this Agreement shall be effective unless confirmed in writing signed by both parties.

**11.2. Independence of the Parties.** Nothing in the Agreement creates a partnership, joint venture, agency or other similar relationship between the parties.

**11.3. Force Majeure.** No delay, failure or default, other than failure to pay the Fees when due, shall constitute a breach of the Agreement to the extent caused by force majeure, defined as an unforeseeable and irresistible event, including extraneous cause which has these same characteristics.

**11.4. Assignment and Successors.** This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party, except in connection with an internal corporate reorganization or the sale of all, or substantially all, of the assets.

**11.5. Severability.** To the extent permitted by applicable law, the parties waive any provision of law that would render any provision of the Agreement invalid or otherwise unenforceable in any manner. In the event that any provision of the Agreement is held to be invalid or unenforceable, such provision shall be construed to fulfill its purpose to the extent permitted by applicable law, and the remaining provisions of the Agreement shall remain in full force and effect.

**11.6. Governing Law and Jurisdiction.** This Agreement shall be governed solely by the laws of the Province of Quebec, without reference to the principles of conflicts of law which would be applicable to the substantive laws of any other jurisdiction relating to the rights or obligations of the parties and the United Nations *Convention on Contracts for the International Sale of Goods*. The parties consent to the personal and exclusive jurisdiction of the provincial and federal courts of the judicial district of Quebec, in the province of Quebec.

**11.7. Notice.** Except as otherwise provided herein, any notice or consent provided or required by the Agreement: (i) shall be submitted in writing and delivered by hand or by registered or certified mail (return receipt requested) to the contact address shown on the Transaction Receipt or to such other address as the party may designate in writing in accordance with this clause; and (ii) shall be deemed to have been received on the day of delivery when delivered by hand or on the third (3rd) business day after mailing in the case of registered or certified mail.

## APPENDIX A "SUPPORT SERVICES

<b>SUPPORT</b>	
<b>Support hours</b>	8:00 a.m. to 5:00 p.m., Monday to Friday, Eastern Time (ET) (UTC-4) (excluding statutory holidays in the province of Quebec, Canada)
<b>Email support</b>	The Client may send any support request to the email address support@xeosimaging.com, which will be processed within the support hours, depending on availability and severity of the request.
<b>Phone support</b>	Telephone support services for the Client are available at 418-780-2155 in the Quebec City area or 1-866-215-4708 elsewhere in Canada, during support hours.
<b>Limit</b>	During the Term, the Client is entitled to two (2) hours of free support per year. Any additional support time will be charged to the Client at the rate of \$125.00 per hour.

<b>AVAILABILITY</b>	
<b>Availability</b>	XEOS Imaging will use commercially reasonable efforts to make the Platform as available as possible, but makes no warranty to that effect.
<b>System maintenance</b>	XEOS Imaging may take the Platform, or part of it, offline for scheduled maintenance.
<b>Critical maintenance</b>	XEOS Imaging may take the Platform offline for critical maintenance without notice. What constitutes critical maintenance is at the sole discretion of XEOS Imaging.