

## USER LICENCE - DATA SUBSCRIPTION

### XEOS Imaging - 3D Cities

This license agreement (the "**Agreement**") is between XEOS IMAGING INC. ("**XEOS Imaging**") and you (the "**Client**"), and applies to your subscription to the selected product(s) (collectively, the "**Product**") on the [www.xeosimaging.com](http://www.xeosimaging.com) website (the "**Platform**") or that are expressly described in this Agreement.

#### 1. LICENSE

**1.1. Purpose.** Subject to full payment of the Fees (as defined below) and Section 2 hereof, XEOS Imaging hereby grants to the Client a revocable, perpetual, non-exclusive, non-transferable, non-sublicensable license to download the Product (to the extent applicable), and to use the Product strictly for internal purposes in the course of the Client's regular business.

**1.2. Reservation of rights.** All rights not expressly granted to the Client hereunder are reserved to XEOS Imaging. For clarity, nothing in this Agreement allows the Client to copy, modify, distribute, market or sell the Product in any form.

**1.3. Updates.** During the Term (as defined below), XEOS Imaging may make updates to the Product (collectively, the "**Updates**"). Once made available by XEOS Imaging to the Client, Updates are deemed to be part of the subscription and are subject to the terms and conditions of this Agreement.

**1.4. Annual Support.** During the Term, XEOS Imaging will provide to the Client up to a maximum of two (2) hours per year of support, free of charge. Any additional hours will be billed to the Client at a rate of \$125 per hour as described in Section 3 hereof. For the avoidance of doubt, the Agreement does not create any obligation for XEOS Imaging to provide the Client with any other services of any kind in connection with the Product, including customization services.

**1.5. Notices.** The Client agrees not to remove, alter or obscure any notices on the Product, including any copyright notices, if any. In the absence of any such notice, the Client agrees to display the following notice when sharing the Product with third parties in accordance with this Agreement: © XEOS Imaging Inc. All rights reserved.

#### 2. TERM; TERMINATION

**2.1. 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 three (3) years (the "**Initial Term**"). Upon expiration of the Initial Term, the Agreement shall automatically renew for successive three (3) 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**".

**2.2. 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 section 2125 of the *Civil Code of Quebec*.

**2.3. Effect of Termination.** Upon termination or expiration of the Agreement: (i) in the event of termination of the Agreement due to Client's fault, the rights granted to Client in connection with the Product hereunder shall revert to XEOS Imaging; (ii) Client shall pay to XEOS Imaging all Fees and interest due and unpaid, if any; and (iii) at the direction 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.

**2.4. Survival.** Subsection 2.4, Sections 3 and 5 to **Erreur ! Source du renvoi introuvable.** 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.

### **3. FEES**

**3.1. Fees.** In consideration of the rights and license granted hereunder, the Client agrees to pay XEOS Imaging the fees detailed on the Platform or the Agreement, as applicable, at the time of purchase of the Product, as well as support fees, if any (collectively, the "**Fees**"). Unless otherwise expressly stated, the Fees are quoted in Canadian dollars and include shipping charges, if any. The Fees are non-refundable and non-exchangeable.

**3.2. Terms of Payment.** The Client shall pay the Fees by bank transfer in immediately available funds to the bank account provided by XEOS Imaging. The Subscription Fees are payable annually in equal instalments, within thirty (30) days of receipt of an invoice to this effect by the Client. Any amount due and not paid at 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).

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

### **4. DELIVERY**

**4.1. Delivery.** In the event that the format selected on the Platform or the Agreement, as the case may be, is a physical medium, XEOS Imaging will send the Product at the delivery address indicated by the Client, following full payment of the Fees in accordance with Section 3 of the Agreement. All risks of loss, damages and breakages to the Product shipped will automatically pass to the Client upon delivery of the Product to the carrier. Without limiting the

generality of the foregoing, XEOS Imaging shall not be responsible for any claims, and will not incur any liability for any loss, damage, breakage or delay from the time of transfer of the Product to the carrier. Where applicable, the delivery time specified on the Platform or the Agreement, as the case may be, applies from the time of full payment of the Fee. However, this period is purely indicative and exceeding it shall not result in the termination of the Agreement, the refund of the Fees or the payment of any compensation to the Client.

**4.2. Download.** In the event that the format selected on the Platform or the Agreement, as the case may be, is a download, XEOS Imaging will make the Product available to the Client via the Platform, following full payment of the Fees in accordance with Section 3 of the Agreement. To this end, XEOS Imaging will provide the Client with an internet link, an access code and a temporary password for the Client to download the Product. The Client is fully responsible for the use of the access code and temporary password thus provided, and must take commercially reasonable measures to prevent their use by third parties.

### **5. INTELLECTUAL PROPERTY**

**5.1. XEOS Imaging's Property.** As between the parties, XEOS Imaging shall retain all rights, titles and interests (including any intellectual property rights) in and to the Product, the Platform and its Confidential Information. Unless 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 the Product, the Platform or XEOS Imaging's Confidential Information, in whole or in part.

**5.2. Client's Property.** As between the parties, the Client shall retain all rights, titles and interests (including any intellectual property rights) in and to its Confidential Information and the 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's Confidential Information or the Client's Marks, in whole or in part.

**5.3. Feedback.** XEOS Imaging shall not be required to treat as confidential any Feedback (as defined below) provided to it by the Client, and nothing in this Agreement shall restrict the right to use, profit from, 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 suggestion or other idea to improve or otherwise modify any of XEOS Imaging's products or services.

## **6. ADVERTISING AND PROMOTION**

**6.1. 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.

**6.2. Withdrawal.** At any time, the Client may withdraw the authorization granted in Subsection 0 of the Agreement. In such event, XEOS Imaging will use commercially reasonable efforts to promptly remove the Client's Marks from its customer lists.

## **7. CONFIDENTIALITY**

**7.1. 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 with which the Receiving Party may come into contact or become aware of in connection herewith (including the Disclosing Party's 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 virtue of its nature or the 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 interest in the 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.

**7.2. 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 hereunder.

**7.3. Non-Disclosure.** The Receiving Party shall not disclose Confidential Information except to its directors, officers, employees and agents (collectively, "**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 7 by its Representatives.

**7.4. Violation.** Each party acknowledges and agrees that a violation of this Section 7 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 injunctive relief against such violation or threatened violation, without the necessity of proving actual harm or posting a bond or other security.

## **8. REPRESENTATIONS AND WARRANTIES**

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

**8.2. Exclusions.** TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO SUBSECTION 8.1 ABOVE, THE CLIENT

ACKNOWLEDGES AND AGREES THAT THE PRODUCT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE CLIENT IRREVOCABLY AND UNCONDITIONALLY DISCLAIMS ANY AND 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 IMAGERY DOES NOT WARRANT THAT THE PRODUCT IS FREE OF VIRUSES OR LATENT DEFECTS THAT RENDER IT UNFIT FOR ITS INTENDED USE.

## **9. INDEMNIFICATION; LIABILITY**

**9.1. 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.

**9.2. 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.

**9.3. 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.

## **10. GENERAL PROVISIONS**

**10.1. 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.

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

**10.3. 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.

**10.4. 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.

**10.5. 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.

**10.6. 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.

**10.7. 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 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 (3<sup>rd</sup>) business day after mailing in the case of registered or certified mail.