VECMAP® SOFTWARE
END-USER LICENSE AGREEMENT(EULA)

This VECMAP® software end-user license agreement (the "**Agreement**") provides the terms and conditions under which Avia-GIS NV, with registered office at Risschotlei 33, 2980 Zoersel, Belgium ("**Avia-GIS**") is willing to grant you (meaning the entity to which the person installing and/or using the Software belongs for the purposes of its use of the Software) (the "**Licensee**") a limited right to use the Software.

By clicking on the "agree" button, Licensee accepts the terms and conditions of this Agreement and agrees to be bound by this Agreement. The "**Effective Date**" means the date of installation of the Software.

1. **Software.** If Licensee has subscribed to VECMAP® (a "**Subscriber**"), **"Software**" means (i) the Avia-GIS VECMAP® Desktop component containing a GIS engine and statistical and spatial modelling tools to perform selected spatial operations such as the preparation of a spatial sampling strategy for Subscriber's projects and to view and process Subscriber collected data (the "**VECMAP® Desktop**"), (ii) the Avia-GIS VECMAP**®** Web component to manage and configure Subscriber projects and their data (the "**VECMAP® Web**"), (iii) the Avia-GIS VECMAP® Mobile component for submission by Subscriber's sampling teams of data to VECMAP® (the "**VECMAP® Mobile**"), (iv) secured data storage for the configuration and data of Subscriber, processed spatial data to improve spatial modelling and other data required by VECMAP® to function correctly, accessible via web services and replicated to VECMAP® client components (the "**VECMAP® Cloud**"), (v) basic training material on how to get started with VECMAP® (the "**Training Materials**"), and (vi) any and all documentation relating to the foregoing as made available by Avia-GIS, including but not limited to manuals and tutorials available through the Avia-GIS website (the "**Documentation**"). In deviation from the foregoing, (a) if Licensee has been granted a free trial (a "**Free Trial User**") by Avia-GIS in writing (a "**Free Trial Grant**"), "**Software**" shall mean VECMAP® Desktop, and (b) if Licensee has not subscribed to VECMAP® and is not a Free Trial User (a "**Limited User**"), **"Software**" shall mean a version of VECMAP® Desktop offering limited functionality. "**Subscription**" means the Avia-GIS quotation in relation to the Software that has properly been accepted by Licensee.

2. **License Grant.** Subject to all terms hereof, Avia-GIS grants to Subscriber during the term of this Agreement a non-exclusive, non-transferable, non-sublicensable license to (i) install VECMAP® Desktop and use it simultaneously on the number of devices described in the Subscription as configured on the USB dongles supplied by Avia-GIS (the "**USB Dongles**"), (ii) install and use VECMAP® Mobile on the number of devices described in the Subscription, and (iii) use VECMAP® Web**,** the VECMAP® Cloud, the Training Materials and the Documentation, it being understood that in the 'Staff' module of VECMAP® Web only a director, officer or employee of Subscriber may be given an "administrator" level as workspace role. Subject to all terms hereof, Avia-GIS

grants to the Free Trial User and the Limited User during the term of this Agreement a non-exclusive, non-transferable, non-sublicensable license to install and use the Software.

3. **Delivery.** Within a reasonable time after acceptance of the Subscription, Avia-GIS will (i) make available for download by Subscriber through a dedicated Avia-GIS website VECMAP® Desktop, the Training Materials and the Documentation, (ii) set up a workspace on the VECMAP® Cloud for Subscriber and provide access credentials to access VECMAP® Web, (iii) provide download links to VECMAP® Mobile for iOS on the Apple App Store and for Android OS on the Google Play Store, (iv) provide Subscriber with the number of USB Dongles as described in the Subscription. Except if Subscriber has purchased a 'VECMAP Student license', Subscriber can purchase USB dongles in addition to the initially purchased USB Dongles against the fee per USB dongle as set forth in the Subscription. Avia-GIS shall have no obligations whatsoever to install the Software on Subscriber hardware. Within a reasonable time after the Free Trial Grant, Avia-GIS will (i) make available for download by the Free Trial User through a dedicated Avia-GIS website VECMAP® Desktop, the Training Materials and the Documentation, and (ii) provide the Free Trial User with the number of USB Dongles as described in the Free Trial Grant. Subscriber and the Free Trial User may need to activate USB Dongles through the internet with Avia-GIS prior to being able to use VECMAP® Desktop on a device to which a USB Dongle is connected. The license can be transferred between devices (i) for VECMAP® Desktop by physical transfer of the USB Dongle, (ii) for VECMAP® Mobile by their removal and deactivation on a device and subsequent installation and reactivation on another device. Subscriber and the Free Trial User acknowledge that VECMAP® Desktop requires a permanent connection to the internet to ensure its full functionality. Subscriber and the Free Trial User will maintain appropriate security safeguards to protect their access credentials to the Software and will notify Avia-GIS immediately if they learn of any unauthorized use or access.

4. **Copies.** Licensee or Subscriber (as applicable) is allowed to make a reasonable number of copies of VECMAP® Desktop, the Training Materials and the Documentation solely for non-productive backup and recovery purposes. Any such copies shall in all respects be subject to the terms and conditions of this Agreement. Licensee shall not make copies of the Software other than those expressly permitted in this Agreement. Licensee shall not remove or obscure any copyright and/or trademark notices or other proprietary notices in the Software. All notices must be duplicated as they appear on the Software on all authorised copies.

5. **Derivative Works.** Except to the extent expressly permitted by law, Licensee shall neither modify, adapt, merge or create derivative works of the Software nor electronically transfer into another computer language, translate, reverse engineer, reengineer, decompile or disassemble the Software or otherwise attempt to derive the source code from the Software. The USB Dongle or its contents may not be copied, modified or simulated.

6. **Other Restrictions.** Licensee may not license, distribute, market, rent, lease, lend, sell, transmit, share or otherwise put the Software at the disposal of any third party. Licensee may not use the Software to act as a service bureau, in whole or in part, for any other person or entity.

7. **Consideration.** In consideration of the license, Subscriber shall pay to Avia-GIS the non-refundable fees set forth on the Subscription. Invoices will be issued in accordance with the invoicing frequency and currency set forth in the Subscription and will be payable without any deduction within thirty (30) days of the invoice date. Any amount due but not paid in full on the due date shall automatically and without prior notice be increased with an interest for late payment of 1% per month. This amount will, by way of indemnity, automatically and without prior notice be increased by 10% with a minimum of 100 EUR from the day following the due date of the invoice, in addition to the principal amount and the interest for late payment. Subscriber will fully reimburse Avia-GIS the costs of notice, collection and recovery (including attorney's fees and expenses) made in connection with any unpaid invoice. All fees stated in the Subscription may be indexed on an annual basis based on the formula

$$P = P_0 \left(a + n \frac{S}{S_0} \right)$$

whereby

P : revised fee
P_0 : initial fee
a : a value 0.2
n : a value of 0.8
S : Agoria[1] national average reference wage cost at the time of fee revision
S_0 : Agoria national average reference wage cost at time of initial fee

8. **No Other Rights.** Licensee acknowledges that it obtains no ownership rights in the Software under the terms of this Agreement. All rights in the Software including but not limited to trade secrets, trademarks and copyrights are, shall be and will remain the property of Avia-GIS and its licensors. All copies of the Software in the possession of Licensee remain the property of Avia-GIS.

9. **Hardware and Third-Party Rights.** The Software may only be installed, used, accessed, displayed and run on hardware owned, leased or otherwise controlled by Licensee. Installation or use of the Software on processors accessible through communications networks through terminals and devices not on premises owned by or not controlled by Licensee is strictly prohibited. Licensee warrants that it has obtained lawful permission to use all hardware and software required in order to use the Software.

10. **Warranty and Liability.** Avia-GIS grants Licensee the right to install and use the Software "as is". Licensee assumes total responsibility and risk for its use

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[1] *Agoria is an association of natural persons residing and legal persons established in Belgium that execute technology-driven activities or provide technology-driven services in Belgium.* https://www.agoria.be/

of the Software. Except to the extent forbidden by law, Avia-GIS does not make, and expressly disclaims, any express or implied warranties or representations of any kind whatsoever, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, quality, accuracy, completeness and the warranties of title or non-infringement. Avia-GIS does not warrant that the Software is error-free. Nothing in this Agreement shall limit Avia-GIS' liability for wilful misconduct or any other liability that cannot be excluded by law. Except to the extent expressly set forth hereinabove, Avia-GIS shall in no event be liable for (a) any incidental, consequential, or indirect damages (including, without limitation, damages for loss of profits, business interruption, loss of programs, data or information, and the like) arising out of the installation or use of the Software, even if Avia-GIS has been advised of the possibility of such damages; (b) any claim attributable to errors, omissions, or other inaccuracies in the Software; or (c) any claim by any third party. Avia-GIS shall not be liable to Licensee for any damages or penalties for delays in delivery or for failure to give notice of delay. Except to the extent such limitation would not be permitted under the applicable law, the cumulative liability of Avia-GIS to Licensee for all claims relating to the Software or this Agreement shall not exceed the aggregate fees paid to Avia-GIS under this Agreement during the twelve months preceding the date that the claim is made giving rise to the liability. As used in this section, "Avia-GIS" includes its employees, directors, officers, agents, representatives, subcontractors, service providers and suppliers. Claims for damages must be made by Licensee within six months of the incident to which they relate or be forever barred.

11. **Maintenance.** During the Subscription Term, Avia-GIS shall (i) use its reasonable efforts to remedy any errors in the Software in accordance with the Service Level Agreement available on https://www.avia-gis.com/visitor-login,(ii) make all generally released updates and upgrades of VECMAP® Desktop, the Training Materials and the Documentation available to Subscriber via an Avia-GIS dedicated website or other applicable online mean, and (iii) provide Subscriber access to its online user community for VECMAP® subscribers. Avia-GIS is under no obligation to update or upgrade the Software in any way or to provide error correction to Free Trial Users and Limited Users.

12. **Feedback.** Avia-GIS in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Licensee to Avia-GIS in connection with its use of the Software (all reports, comments and suggestions provided by Licensee hereunder constitute, collectively, the "**Feedback**"). Licensee hereby grants to Avia-GIS a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Avia-GIS software and services. Licensee further acknowledges that the Software sends certain anonymous data about the use of the Software by Licensee to Avia-GIS and that Avia-GIS may use such data for analytical, statistical, benchmarking, product improvement and customer care purposes.

13. **Term.** In respect of a Subscription, this Agreement enters into force on the commencement date mentioned on the Subscription for the term set forth in the Subscription (the "**Initial Subscription Term**") and shall automatically renew

for successive one-year periods (each, a "**Renewal Subscription Term**") unless one party notifies the other in writing at least sixty (60) days prior to the end of the Initial Subscription Term or any Renewal Subscription Term that it does not wish to renew this Agreement. The fees due for the first Renewal Subscription Term will be equal to the average annual fees of the Initial Subscription Term. For any subsequent Renewal Subscription Terms, Avia-GIS' then current annual subscription fees will apply. The "**Subscription Term**" means the Initial Subscription Term and any Renewal Subscription Terms. For Free Trial Users, this Agreement enters into force on the Effective Date and expires on the free trial end date as set forth in the Free Trial Grant. For Limited Users, this Agreement enters into force on the Effective Date and expires on the date VECMAP® Desktop is removed from the Limited User's device.

14. **Termination.** In the event of a material breach of this Agreement which is not cured within thirty (30) days of written notice thereof, the non-breaching party may terminate this Agreement upon written notice. Avia-GIS may immediately, without notice period and without court intervention terminate the Agreement by giving written notice to Subscriber in case of Licensee's breach of Section 2 (which termination will not give Subscriber any right of compensation for such termination). Either party may terminate this Agreement upon written notice in the event that the other party files a petition in bankruptcy or proceedings in bankruptcy are instituted against it, or any court assumes jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or reorganization act, or a receiver is appointed of that party's assets.
For the avoidance of doubt, the Agreement cannot be early terminated by Subscriber during the Initial Subscription Term except under the provisions set forth above in this section 14 and any termination given in deviation from the foregoing will only become effective on the expiration date of the Initial Subscription Term (and all fees payable for the Initial Subscription Term remain due and payable by the Subscriber). Upon termination, all licenses granted herein shall terminate and (i) Licensee shall remove the Software from all hardware used by Licensee and immediately destroy all copies of the Software (including any Documentation) in its possession, and (ii) Subscriber shall have limited access to VECMAP® Web for the sole purpose of (a) deleting data to comply with GDPR requests, and (b) to export Subscriber's data from the VECMAP® Cloud, and (iii) Avia-GIS shall delete all data contained in Subscriber's VECMAP® Cloud thirty (30) days after the termination of the Subscription Term. Such termination shall be without prejudice to any other rights or remedies of Avia-GIS under this Agreement or applicable law. Termination shall not relieve Licensee of its obligations which by their nature are intended to survive termination.

15. **Confidentiality.** Licensee acknowledges that any information supplied to it by Avia-GIS (including but not limited to the terms of this Agreement, the consideration paid hereunder and any Documentation and any features of and performance information on the Software) is confidential and undertakes to keep secret any such information until it enters the public domain through no fault of Licensee. Licensee shall not without Avia-GIS' prior written consent disclose the information to any third party, nor use the same for any purpose

other than exercising its rights under this Agreement. Licensee shall take all steps necessary to prevent any of the information becoming known to unauthorized third parties other than its agents, consultants and advisors subject to such agents, consultants and advisors entering into confidentiality agreements no less restrictive than the provisions hereof.

16. **Data Protection.** (i) Each party will fully comply with its respective obligations under all applicable privacy and data protection laws and regulations ("**Privacy Laws**"), including the General Data Protection Regulation EU2016/679 ("**GDPR**").

(ii) Avia-GIS agrees that, as between Subscriber or the Free Trial User (as applicable) on one hand and Avia-GIS on the other hand, Subscriber or the Free Trial User will be the controller ("**Controller**") of personal data provided by Subscriber to Avia-GIS ("**Personal Data**") and Avia-GIS will be a processor. The subject matter and duration of processing, the nature and purpose of processing, the type of Personal Data and categories of data subjects are described at https://www.avia-gis.com/Policies/privacy-policy. Controller warrants that no sensitive data, as defined under Article 9.1 of the GDPR, will be made available to Avia-GIS. As a processor, Avia-GIS agrees to:

a) processes Personal Data only to the extent necessary for the performance of this Agreement, only for the purposes defined herein, in accordance with the provisions of the Agreement and on documented instructions from Controller, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by mandatory law to which Avia-GIS is subject (in such a case, Avia-GIS shall inform Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest);

b) ensure that only those individuals that have a need to know to perform its obligations under the Agreement have access to and process the Personal Data; and further ensure that they have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c) only use the sub-processors listed on https://www.avia-gis.com/visitor-login, and to provide no less than five (5) business days' notice on that web page if Avia-GIS intends to change sub-processors. If Controller objects to Avia-GIS' change in such sub-processors, Avia-GIS may, as its sole and exclusive remedy, terminate the portion of the Agreement that cannot be reasonably provided without the objected-to new sub-processor by providing thirty (30) days' written notice to Controller;

d) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of the Privacy Laws. These measures will offer an appropriate protection against unauthorised or unlawful processing and against accidental loss, destruction or damage;

e) assist Controller at Controller's reasonable expense for the fulfilment of Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

f) notify Controller within four (4) business days if a data subject makes a request to exercise any of its legitimate rights under the Privacy Laws and provide assistance in order to assist Controller in responding to such requests;

g) promptly (within 16 business hours of becoming aware) notify Controller in writing of any Personal Data breach (as defined by the GDPR). In any such notification, Avia-GIS shall (i) provide Controller with available information to allow Controller to meet any of its obligations under the Privacy Laws; (ii) not make any public announcements without Controller's prior written approval; (iii) assist Controller in investigating and remedying the Personal Data breach; (iv) cooperate with Controller and any law enforcement or supervisory authority investigating the Personal Data breach. Avia-GIS' notification of or response to a Personal Data breach will not be construed as an acknowledgement by Avia-GIS of any fault or liability with respect to the Personal Data breach and the reasonable cost related to any action of Avia-GIS under this section (g) will be borne by Controller if Avia-GIS is not found to be responsible for the Personal Data breach;

h) maintain a registry of all categories of processing activities carried out on behalf of Controller as set out in article 30(2) of the GDPR;

i) make available to Controller all information reasonably necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR;

j) allow no more than once per year (unless a Personal Data Breach has occurred) a mutually agreed upon third party to audit Avia-GIS solely for the purposes of meeting Controller's audit requirements pursuant to Article 28, Section 3(h) of the GDPR. To request an audit, Controller must submit a detailed audit plan at least twenty (20) business days in advance of the proposed audit date describing the proposed scope, duration and start date of the audit. The audit must be conducted during regular business hours, subject to Avia-GIS' policies, and may not unreasonably interfere with Avia-GIS' business activities. Any audits are at Controller's expense. Controller shall promptly notify Avia-GIS with information regarding any non-compliance discovered during the course of an audit;

k) not transfer Personal Data to a country outside the European Economic Area without the prior written consent of Controller (such consent will be deemed to be granted for all locations where permitted subprocessors operate). Prior to any such transfer, Avia-GIS shall ensure that a GDPR compliant data protection mechanism is put in place;

l) taking into account the nature of processing and the information available to Avia-GIS, assist Controller (at Controller's reasonable expense) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR; and

m) at the choice of Controller, delete all Personal Data and existing copies within thirty (30) days after the end of the Agreement (unless applicable law requires continued storage of the Personal Data, but only for as long as such storage is required).

(iii) If Controller has opted-in to VECMAP® ModelBoost®, Controller agrees that Avia-GIS and Controller will be an independent controller of the Personal Data made available to VECMAP® ModelBoost® ("**ModelBoost Personal Data**") and that section (ii) above will not apply. Controller warrants that it has sufficient legal basis under the Privacy Laws to transfer ModelBoost® Personal Data to Avia-GIS in accordance with this Agreement and to allow Avia-GIS to use such data for VECMAP® ModelBoost® and Avia-GIS' product development. To the extent legally required, Controller has obtained consents from data subjects necessary for such transfer by Controller and processing by Avia-GIS. Avia-GIS will anonymize ModelBoost® Personal Data within one (1) month after termination of Subscriber's Subscription or the Free Trial User's Free Trial Grant (as applicable).

17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of Belgium, without regard to its conflict of law rules. The Commercial courts of Antwerp, Belgium are exclusively competent for any disputes arising in connection with this Agreement.

18. **Importation and Exportation.** Licensee acknowledges and agrees that it shall not import, export, or re-export the Software to any country in violation of the laws and regulations of any applicable jurisdiction. Licensee shall defend, indemnify, and hold Avia-GIS harmless from any losses, costs, claims, or other liabilities arising out of Licensee's breach of this Section.

19. **Assignment.** Neither this Agreement nor any of Licensee's rights or obligations hereunder can be assigned, sublicensed, or transferred (in insolvency proceedings, by mergers, acquisitions or otherwise) by Licensee without the previous written consent of Avia-GIS. Any assignment or other transfer which is inconsistent with the foregoing shall be null and void ab initio. Avia-GIS may assign all or a portion of its rights or obligations hereunder.

20. **Entire Agreement.** This Agreement and the Subscription (as applicable) constitute the entire agreement between Avia-GIS and Licensee with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or undertakings between those parties relating to the subject matter of this Agreement. In the case the provisions of this Agreement and the Subscription are in direct conflict, the terms of the Subscription will prevail over those of this Agreement.

21. **Miscellaneous.** Avia-GIS shall have the right to reference Licensee as a user of its Software for marketing purposes. By installing the Software, Licensee agrees that Avia-GIS may send e-mail messages or communications relating to the Software or other products and services of Avia-GIS to Licensee. References to "Licensee" herein, for purposes of establishing the permitted use of the Software, do not include the operations of any affiliated company.