

# QINERTIA END USER LICENCE AGREEMENT

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This End-User License Agreement (“EULA”) is a legal agreement between you (an individual or legal entity, “User”) and SBG Systems SAS (“Licensor”) for the use of Qinertia software (“Software”).

By installing or using the Software, you agree to be bound by the terms of this EULA. If you accept this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity and its affiliates to these terms. If you do not have such authority, or if you do not agree to the terms of this EULA, do not install or use the Software.

This EULA applies to the Software provided directly by SBG Systems SAS or through an authorized reseller or distributor (“Reseller”), and includes all features, updates, supplements, Internet-based services, and support services unless accompanied by separate terms, in which case those terms apply. Some features may be subject to geographical restrictions.

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## 1. Preamble

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SBG Systems (hereinafter "SBG") is the publisher of the next generation INS/GNSS Post Processing Software Qinertia.

The Customer wishes to benefit from either a perpetual license and/or a subscription license on the Qinertia software described in Appendix 1 "Description of the Software".

The Parties have come together on the following bases, that being specified that the Customer can place several orders of the Qinertia Software on this basis of this agreement (hereinafter "**the Agreement**").

## 2. Definitions

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In the rest of this Agreement, each of the expressions mentioned below will have the meaning given in its definition, namely:

- **"Anomaly"**: any defect of the Software manifested by a deviation from the Documentation, regardless of improper use.
- **"Authorized User"**: means (i) the employees of Customer, including employees of unincorporated divisions of Customer, but not employees of other legal entities (including employees of any legal entity that is a subsidiary of Customer or part of a group of companies affiliated with Customer), and (ii) Customer's consultants, agents who are working on Customer's premises, provided they are not competitors of SBG and they have agreed in writing to restrictions on the use of the Software and obligations of confidentiality no less stringent than those set forth in this Agreement.
- **"Customer"**: designates the individual or legal entity that accepts this Agreement, whether by clicking to accept, downloading, installing, accessing, or otherwise using the Software, and that does so on its own behalf or on behalf of an organization.
- **"Documentation"**: the documents for use, installation and configuration concerning the Software.
- **"Executable Code"**: machine code, resulting from the compilation of the Source Code, directly executable by the microprocessor of a given computer. This Agreement only concerns the delivery to the Customer of the executable Code of the Software, to the exclusion of the Source Code.
- **"Modules"**: elements, corresponding to functionalities, which constitute the Software.
- **"New version"**: version of the Software including new functionalities compared to the previous version.
- **"Order"**: means the offer made by SBG designating the Software licensed to the Customer, which must be accepted by Customer.
- **"Operating Environment"**: all the hardware, basic software, operating systems, computer networks, database management system and, more generally, the technical environment, on or in which the Software is installed and used in actual operation by the Customer.
- **"Service Agreement"**: designates the Agreement and/or an offer concluded between SBG and the Customer, and having as its object the implementation by SBG of professional services for the Customer (ex: training,
- **"Software"**: refers to all versions of the Qinertia software including Desktop, OEM, Server and Cloud versions, and its associated Documentation, developed by SBG and licensed in executable Code to the Customer. The Qinertia Software licensed to the Customer is referenced in the Offer.
- **"Territory"**: means the entire world, subject to any geographical restrictions expressly set forth in this Agreement.
- **"T04 Feature"**: means the Software capability to import and/or process files in the T04 format.
- **"High-Volume Processing"**: means use of the Desktop Version to run bulk, automated, scripted or batch processing of datasets at a scale or frequency inconsistent with interactive, manual end-user operation, including (without limitation) systematic processing of large datasets, headless runs through automation tools.

- "**Fair Use Limits**": means reasonable usage thresholds for the Desktop Version as described in the Documentation and/or applicable Order; where not explicitly quantified, such limits are inferred from the intended interactive nature of the Desktop Version
- "**Commercial License**": refers to a license granted after payment of applicable license fees, permitting the use of the Software in production environments with full functionality, support, and usage rights as described in this Agreement.
- "**Demo License**": refers to a free, time-limited license granted solely for evaluation purposes. It may not be used for commercial, production, deployment, or any formal operational use.
- "**Desktop Version**": the version of the Software designed for end users that provides both a graphical user interface (GUI) and a command-line interface (CLI), intended solely for local interactive use. It may not be used for hosting, deployment, automated processing, or as part of any server-side, cloud-based, or backend system.
- "**OEM Version**": a customized version of the Software designed for integration into third-party products by authorized partners. Use of the OEM Version is permitted only under a written OEM agreement with the Licensor and subject to the terms of that agreement.
- "**Server Version**": the version of the Software that may be deployed in local or private server environments. It is delivered as a Docker-based container image and is intended only for use by authorized licensees. The Server Version may not be extracted, modified, or re-hosted outside of the intended Docker environment.
- "**Cloud Version**": The version of the Software that is hosted and operated by the Licensor or its authorized service providers. Access to the Cloud Version is provided exclusively through the Licensor's official SaaS platform and is not available for self-hosted deployment.
- "**Source Code**": the Source Code, or the sources, is a set of instructions written in a high-level computer programming language, understandable by a trained human being, making it possible to obtain a program for a computer. In this Agreement, the Source Code designates all the programs produced by SBG, which make up the Software. This Source Code is compiled to give an executable Code, which is provided to the Customer.
- "**Perpetual license**": A non-exclusive, personal, non-assignable, and non-transferable license to use the Software in executable form for the Customer's own internal purposes within the Territory, for the duration of the copyright. The license is granted for an unlimited duration, does not expire, and does not require renewal. It includes access to minor updates and bug fixes within the same major version but does not entitle the Customer to upgrades to a subsequent major version unless the Customer maintains a valid and active maintenance contract.
- "**Subscription license**": means a license whose term is limited to a period mutually agreed by SBG and the Customer in an Offer. A Subscription license is renewable by mutual agreement of the parties for an additional limited term or terms following expiration of the initial Subscription term. Upon expiration of the initial term or any renewal term, if applicable, the Subscription license will terminate, and the Customer must cease any further use of the Subscription license thereafter. Maintenance services for a Subscription license are included in the Subscription license fee and described in Exhibit 1.

For multiple year Subscription terms, SBG retains the right to require new license keys to be issued periodically during the Subscription term.

- "**Update**": means a release of the Software that includes minor enhancements, performance improvements, or bug fixes, typically identified by a change in the version number following the first decimal. Updates do not contain significant new features or architectural changes and are generally provided to maintain or improve the existing major version of the Software.
- "**Upgrade**": means a release of the Software that includes substantial new features, functionality, or architectural changes and is typically identified by a change in the major version number. Upgrades may require a new license or an active maintenance contract to access and use.
- "**Use**": processing of all or part of the programs in a computer for the development and execution of the instructions it contains, in accordance with the functionalities which constitute the frame of reference defined in the Documentation.

### **3. Contractual documents**

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The contractual documents are, in descending order of priority:

- The terms of this agreement
- The exhibits to this Agreement

In the event of a discrepancy between the terms of the agreement and its exhibits, it is the Agreement which must be retained for the obligation in question.

### **4. Purpose of the Agreement**

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The purpose of this agreement is to specify the conditions under which SBG grants to the Customer, who accepts, a Perpetual or a Subscription License on the Software referenced in an Offer.

### **5. Effective date - Duration**

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5.1. This Agreement comes into force on its effective date, which is the date on which the Customer first accepts the Agreement, whether by clicking to accept, installing, accessing, or otherwise using the Software.

5.2. The right to use the Software is granted by SBG to the Customer:

- For the duration of the copyright, in the case of a Perpetual License; or
- For the term specified in the applicable Offer, in the case of a Subscription License.

### **6. Information to the Customer**

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6.1. By accepting this Agreement and using the Software, the Customer acknowledges and agrees that it is solely responsible for:

- Evaluating the suitability of the Software for its intended use, including based on any demonstrations, trials, or information provided by the Licensor prior to acceptance of this Agreement.
- Ensuring that it has the necessary technical skills and expertise to use the Software effectively.
- Confirming that its internal infrastructure, including personnel and systems, is adequately prepared to host and operate the Software efficiently.

6.2. In any event, the use of the Software by the Customer is carried out under its sole control, direction and responsibility.

### **7. General license terms**

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#### **7.1. Grant of license**

Subject to the Customer's payment of applicable fees and compliance with the terms of this Agreement, SBG hereby grants the Customer a personal, non-exclusive, non-transferable (except as required by applicable law) license to install, access, and use the executable form of the Software within the scope defined by the applicable license type.

The duration of the license rights SBG is granting to the Customer depends on whether the Customer has acquired a Perpetual License or a Subscription License.

Any license granted herein is limited to use by the Authorized Users.

No title to or ownership in the Software is transferred to the Customer. Title to the Software, and all

applicable rights in patents, copyrights, trade secrets and other intellectual property rights inherent in the Software will remain in SBG or third parties from whom SBG has obtained the right to license the Software.

SBG reserves all rights in the Software not explicitly granted herein.

- Commercial License
  - a) The Commercial License grants the Customer the right to use the Software for personal or commercial purposes, subject to the terms and conditions of the applicable Offer.
  - b) The Commercial License may be either perpetual or subscription-based, with the duration and renewal terms specified in the applicable Offer.
  - c) The Software must be used solely by Authorized Users within the Customer's organization.
  - d) The Customer is responsible for ensuring that its devices meet the minimum system requirements for the Software.
  - e) The Commercial License includes the right to install and use the Software on devices controlled by the Customer within the agreed scope.
- Demo (Trial) License
  - a) The Demo License grants the Customer a limited, non-exclusive, non-transferable, revocable license solely for evaluation purposes.
  - b) The Demo License is subject to a time-limited period starting from the date of activation, as specified by SBG, after which the license will automatically expire, and the Customer must cease use of the Software.
  - c) Use of the Software under a Demo License is strictly prohibited for any commercial or production purposes.
  - d) The Software includes built-in mechanisms (e.g., time-control disabling functions) to enforce the trial period limitations.

7.1.1. SBG guarantees that:

- The Software operates in accordance with the Documentation.
- It has taken the necessary measures so that at the time of delivery, the Software is free of any known virus or any harmful code or instructions whose purpose is to interrupt, damage or interfere with the normal use of the Software.

7.1.2. The Software must be used:

- In accordance with the stipulations of this Agreement
- As well as the prescriptions and instructions for use and safety contained in the Documentation given to the Customer.
- For the Customer's own needs only.

7.2. Restrictions

Any use not expressly authorized in writing by SBG under a valid agreement including but not limited to a reseller or OEM agreement hereunder is unlawful, in accordance with article L.122-6 of the Intellectual Property Code. Thus, it is notably prohibited for the Customer to proceed with:

- Any reproduction of the Software or the Documentation, by any means whatsoever, with the exception of a backup copy for security reasons, usable only in the event of failure of the copy installed on the environment of operation.
- Any direct or indirect provision of the Software to any third party is strictly prohibited, including but not limited to: rental, lease, transfer, loan, resale, sublicensing, provision through cloud services or software-as-a-service (SaaS) platforms, or any form of license reassignment or redistribution; including

- any provisioning of the Desktop Version or its built-in CLI tool, as a backend or processing engine for third-party workloads via remote execution, automation, or job orchestration tools.
- Any develop, test, host, provide, or deploy any cloud-based, network-based, or server-based solution (including internal/private cloud or on-prem server workloads) or to reproduce, emulate, or substitute the functionalities of the Server Version or Cloud Version of the Software.
- Any use of the Software to perform large-scale, continuous, or commercial automation, batch processing, or data handling operations. Only small-scale, individual, or internal automation by the Customer for personal or local use within the licensed environment is authorized. Unless expressly authorized in writing by SBG systems and covered by an appropriate Server or OEM version license.
- Any adaptation, modification, transformation, arrangement of the Software, for any reason whatsoever, in particular with a view to creating software or derivative or entirely new software, subject to the application the provisions of article L122-6-1 of the Intellectual Property Code.
- Any use for processing not authorized by SBG.

### 7.3. Geographical Limitations

The T04 Feature is strictly limited to users located within the European Union

SBG may technically restrict or disable the T04 Feature for non-EU use in case of non-compliance with this geographical limitation. The Customer shall not circumvent or attempt to circumvent such measures.

### 7.4. Technical protection measures (license compliance)

SBG may implement license keys, feature flags, geofencing solely to (i) enforce license scope, geographical restrictions (including Section 7.3) and Fair Use Limits, and (ii) detect High-Volume Processing on the Desktop Version. Such measures will be limited to what is necessary for these purposes and handled in accordance with applicable law and SBG's Privacy Notice.

### 7.5. Fair-use: right to restrict Desktop license for High-Volume Processing

If SBG reasonably determines that Customer's use of the Desktop Version exceeds Fair Use Limits or constitutes High Volume Processing, SBG may, at its option and without prejudice to other remedies:

7.5.1 notify Customer and require remediation and/or purchase of a Server, Cloud or OEM license appropriate for the workload.

7.5.2 temporarily throttle, rate-limit, or suspend the CLI feature to prevent continued excessive use; and/or

7.5.3 restrict, limit, or condition the license going forward, including by issuing updated license keys.

SBG will act in good faith and, where commercially reasonable, provide prior notice and a reasonable cure period; however, SBG may act immediately where necessary to prevent continued misuse or to protect service integrity and rights of third parties.

## 8. Software Delivery

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8.1. The Software is delivered, on the delivery date indicated in the Offer, that being specified that this is an indicative date, in executable code, on a readable and executable medium on the reception environment, accompanied by documentation provided in one (1) copy, in English. The software is deemed to be accepted at the time of its delivery.

8.2. Under no circumstances will SBG deliver the Source Code of the Software to the Customer.

8.3. The installation of subsequent versions of the Software, upgrades or new versions will be carried out by the Customer under his own responsibility.

8.4. The Software may include technical controls (such as license keys) required to enforce the Agreement. Customers shall not circumvent or attempt to circumvent such controls.

## **9. Audit**

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Customer will at all times maintain records specifically identifying the Software licensed under this Agreement, the location of each copy thereof, and the location and identity of the workstations and servers on which the Software is installed.

SBG may, no more than once per twelve (12) month period, and upon at least fifteen (15) business days' prior written notice, request reasonable evidence of Customer's compliance with this Agreement. Such evidence may include reports, screenshots, or usage logs generated by Customer, provided that Customer may redact or anonymize information not relevant to license compliance.

If the information provided by Customer is insufficient to confirm compliance, the parties shall discuss in good faith appropriate next steps, which may include a limited, remote, or on-site audit conducted during normal business hours. Any such audit shall be carried out in a manner that minimizes disruption to Customer's business operations.

SBG and its authorized representatives shall comply with Customer's reasonable security, confidentiality, and data protection requirements while conducting any audit, and shall not access or collect any data unrelated to verifying compliance with this Agreement.

All information obtained during an audit shall be treated as Confidential Information of Customer

## **10. Limited warranties and disclaimers**

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10.1. SBG warrants that it has all requisite rights and licenses to grant to the Customer the rights purported to be granted pursuant to this Agreement.

10.2. SBG warrants, as of the date the Software is shipped to you and for a period of 90 days thereafter ("the Warranty Period"), the Software will provide the features and functions generally described in the Documentation and that the media on which the Software is furnished, if any, will be free from defects in materials and workmanship. SBG's entire liability, and Customer's exclusive remedy, during the Warranty Period will be, at SBG's option, to attempt to correct or work around errors, to replace defective media on which Software is installed, if any, or to refund the license fees for the Software. Any refund is subject to the return of Software or defective media to SBG.

10.3. Geographical availability disclaimer (T04 Feature). The T04 Feature is not warranted to be available or operable outside the European Union and may be disabled for non-EU use pursuant to Section 7.3. Such limitation does not constitute a defect.

## **11. Maintenance**

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The Software Maintenance services included in a Subscription License and those added to a Perpetual License are listed in the Maintenance Terms and Conditions in Exhibit 1 of the Agreement.

## **12. Intellectual Property and Infringement warranty**

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12.1. SBG retains all rights to the Software, including, but not limited to, titles and intellectual property rights. The Software is protected under the Intellectual Property Code. The Customer is required to reproduce all copyrights and all information attesting to the aforementioned rights on the Software for any copy that may be made.

12.2. SBG guarantees that it has the necessary rights to grant the license concluded under this Agreement.

12.3. SBG's sole responsibility is to defend the Customer against any action, claim or proceeding by a third party, based on the allegation of a direct infringement by any part of the Software of the intellectual property rights, trademark rights, patent rights, business secrecy, trade secrets or any other property rights and to take responsibility for any possible condemnation of the Customer by a court decision that has become final.

12.4. This warranty is subject to the following express conditions:

- that the Customer has notified, promptly and in writing, each complaint.
- that the Customer grants SBG the right to control and direct the defense or negotiation of any transaction, apart of course from the case of criminal proceedings.
- that the Customer has not obstructed the defense or negotiated a transaction by himself.

12.5. In the event of a claim or risk of claim, SBG shall, at its option:

- provide the Customer with the right to continue using the Software.
- replace or modify the Software with an equivalent or more efficient Software.
- if these first two solutions are not commercially possible, enter into negotiations with the Customer to find a solution in accordance with the Customer's interests.

12.6. SBG cannot be held liable, and will be indemnified and held exonerated by the Customer, with regard to any claim concerning the Software, including in respect of its use, if:

- the Software is used by the Customer in a way or for a purpose other than that for which it was provided, with regard to the Documentation published by SBG.
- the Software is used by the Customer in conjunction with other software not provided by SBG and the infringement results from such a combination.
- the Software is modified by the Customer, without the written consent of SBG.
- the complaint originates from the use of a version of the Software other than the current version or the previous version, if such an infringement could have been avoided by the use of the current version of the Software.

12.7. In the event of default by SBG, the Customer shall automatically and automatically be vested with the right to use, adapt, correct and maintain the Software and may in particular carry out or have carried out by a third party the corrections and changes to the Software for the sole purpose of maintaining the said software in operational conditions.

The cases of failure of the SBG are as follows:

- liquidation, dissolution of the SBG, total or partial cessation of activity of SBG relating to the Software, without taking over, without interruption, by a third party, the commitments towards the Customer.

## **13. Invoicing and Payment terms**

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13.1. Customer will pay the prices and fees mutually agreed upon by the parties in writing, as specified in an Offer or order confirmation issued by SBG, for the Software license and any associated services. Since the Software is delivered electronically, no shipping, handling, or transit insurance charges apply unless expressly stated otherwise.

Unless expressly provided otherwise, all prices and fees listed, indicated or otherwise communicated by SBG are exclusive of any applicable taxes.

13.2. SBG will invoice Customer upon electronic delivery of the Software ordered by Customer.

13.3. Unless otherwise provided, payment is due on the date indicated on the invoice.

In the event of late payment, the applicable interest and penalties shall be those provided under current French law, in particular Articles L441-10 et seq. of the French Commercial Code.

#### **14. Limitation of liability**

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14.1. SBG is subject to an obligation of means. It guarantees the compliance of the Software with the functionalities described in its Documentation.

14.2. SBG may be held liable under the conditions of common law.

14.3. SBG's liability for the ordering of license of the Software and, where applicable, of services, for all claims and damages, shall not exceed the amount actually paid by the Customer for the Order in question. In any event, the total liability of the SBG under the Agreement, for all claims, damages and orders combined, shall not exceed the value, exclusive of tax, of the amounts actually paid by the Customer for all orders paid for and governed by the Agreement.

The Parties expressly acknowledge that the amounts provided for herein reflect the distribution of risk between the Parties and the resulting limitation of liability.

The Parties also acknowledge that the amount of the cap negotiated and agreed between them under the terms of this Article is not derisory and does not contradict the scope of the essential obligation undertaken by the SBG.

14.4. The Parties expressly agree that consequential damages as well as loss of turnover, profits, customers, data, orders, operations or investments, damage to image, loss of profit, failure to achieve expected savings, and any other damage that has been qualified as consequential damages by a decision of a French court shall not entitle the Customer to compensation, except in the case of proven gross negligence by SBG.

14.5. No liability for enforcement actions. SBG shall not be liable for damages arising from good-faith enforcement of the restrictions set forth in Sections 7.2, 7.3, 7.4, and 7.5, including temporary throttling or suspension in accordance therewith.

#### **15. Confidentiality**

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15.1. Any confidential information received by the other Party, including information communicated or obtained in the course of Agreement negotiations, shall be kept secret and shall be disclosed only to those employees of that Party who need to know it for the purposes hereof.

15.2. Confidential information shall only be used in accordance with this Agreement.

15.3. The Party receiving the Confidential Information shall take all reasonable steps, at least equivalent to those taken for the protection of its own Confidential Information and of a similar nature, to prevent any unauthorized use, disclosure, publication of the Confidential Information.

15.4. Subject to the rights granted to the Customer under this Agreement, no Confidential Information received by the other Party may be duplicated without the prior written consent of the disclosing Party.

15.5. These obligations limiting disclosure and use of information shall not apply where :

- the information was known to the receiving Party prior to its disclosure ; or
- the information was lawfully in the public domain prior to such disclosure or has become public by means other than a breach of this Agreement; or
- the information was communicated to the receiving Party by another person, provided that person lawfully received the information; or
- the information is independently developed by the receiving Party.

15.6. If either Party is compelled by legal or administrative proceedings, or any other obligation under law, to disclose confidential information of the other Party, it shall use all reasonable means to obtain confidential treatment of such information and shall give prior notice to the other Party to enable it to seek protection.

15.7. Subject to the provisions of this Article, SBG may use the lessons learned and the know-how derived from the Customer's particularities with a view to modifying, improving and, in general, developing the Software which the Customer accepts.

## **16. Termination**

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16.1. In the event of a serious breach by one of the parties of its obligations under this Agreement which has not been remedied within a period of (30) days from the sending of a registered letter with acknowledgement of receipt notifying the breach in question, the other party may automatically terminate the Agreement without prejudice to any damages to which it may be entitled by virtue of this Agreement, with effect from the date of receipt of the letter notifying the latter.

It may also refuse to perform or suspend the performance of its own obligations.

The Parties acknowledge that failure by the Customer to pay within the time limits specified in the Agreement shall constitute a serious breach by the latter.

The Parties agree that the provisions of this article constitute the only remedy available to them in the event of failure to perform their respective obligations or of the even manifest risk of failure to perform on the agreed due date, except for the right to seek termination of the Agreement in court and compensation for the consequences of its non-performance under this Agreement.

16.2. SBG shall be entitled to terminate this Agreement by operation of law if the Customer (i) develops, assigns, licenses, distributes or attempts to develop, assign, license or distribute to any third party a derivative work based on all or part of the Software outside the scope of the rights granted under this Agreement.(ii) uses the Desktop Version in violation of Section 7.2 (including development or deployment of cloud/server solutions); or (iii) circumvents or attempts to circumvent the geographical limitation of the T04 Feature under Section 7.3 or the technical measures set forth in Section 7.4.

16.3. In the event of such termination, Customer shall cease to use the Software, delete it from its Receiving and Operating Environments and destroy all copies thereof (and certify such action, in writing, to SBG).

16.4. In addition, the Articles "Intellectual Property and Infringement Warranty" and "Confidentiality" of this Agreement shall survive the termination.

## **17. Force majeure**

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17.1. The Parties shall not be liable if the non-performance by either Party of some or all of its obligations is due to force majeure, provided that the impediment is of a temporary nature.

17.2. In the first instance, force majeure shall suspend the performance of the Agreement.

17.3. If the cases of force majeure last for more than three (3) months, the present Agreement will be terminated automatically, unless the Parties agree otherwise, after a joint solution has been sought.

17.4. The cases of force majeure are expressly considered to be those usually retained by the jurisprudence of the French Courts.

## **18. General**

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18.1. This Agreement will extend to and be binding upon the successors, legal representatives and permitted assigns of the Parties. However, this Agreement and the licenses granted hereunder may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by Customer without the prior written consent of SBG. Customer acknowledges and expressly accepts that this Agreement may be assigned or otherwise transferred (by operation of law or otherwise) by SBG to any third party.

18.2. The failure of either party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or the right of the other party thereafter to enforce each and every provision.

18.3. Neither party will be liable for any delay in or failure to perform any of its non-monetary obligations under this Agreement if due to any force majeure event (as defined by well-established French case-law) .

18.4. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

18.5. SBG may advertise the signing of this Agreement within trade publications and by written press release, newswire and/or the Internet. SBG may disclose the Agreement's general terms, content, value and Customer rationale for selection of SBG as the provider.

18.6. The Agreement will be governed by and construed in accordance with French law, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. Any dispute arising as to the interpretation and/or execution of this Agreement will be submitted to the exclusive jurisdiction of the Paris French Courts.

## 19. Exhibits

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As of the date of acceptance of this Agreement through installation or use of the Software, this Agreement includes the following exhibit, which form an integral part of it:

- Exhibit 1: "Software maintenance terms and conditions"

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**Copyright © 2007-2025 SBG Systems**

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## **Exhibit 1 : Software maintenance terms and conditions**

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### **1. Scope of Software Maintenance.**

The maintenance services for the Software consist of (a) the provision of updates to the Software, (b) the provision of Bug fixes, as defined herein, for the Software and (c) the provision of online support in connection with the Software. Maintenance services are and will continue to be provided pursuant to this Agreement to the extent that such services are provided by the SBG in connection with the Software or any part thereof, to its Buyer base generally. SBG shall inform the Customer three (3) months prior to the termination of the maintenance services for the Software or part thereof.

### **2. Corrections of Anomalies.**

The Customer may report any suspected Anomaly to SBG and, upon SBG 's request, the Customer shall provide SBG with a detailed written description and documentation of the suspected Defect. SBG will investigate the facts and circumstances of the suspected Anomaly, and the Customer will cooperate with SBG's investigation. SBG will endeavour to correct the Anomaly as soon as possible.

### **3. Priority Technical Support Service**

Customers with a valid maintenance agreement are entitled to Priority Technical Support. Telephone and email assistance is available 24 hours a day, Monday to Friday, except on official public holidays.

### **4. Online base station management**

The maintenance service includes access to online base station management, enabling the automatic downloading of free base station data.

### **5. PPP post processing**

The maintenance service provides access to PPP (Precise Point Positioning) post-processing functionality, including the execution of PPP computations on both online base station and user uploaded base station data to verify position accuracy and validate the quality of the base station coordinates, the processing in PPP mode to obtain high precision results through precise satellite orbit and clock and advance correction models.