

## Schedule 4.A EULA – Data Products

### End User License Agreement (EULA)

The individual using this software represents and warrants that:

- he or she has authority as given by the Subscriber to enter into this agreement with Blom; and
- he or she has read the terms and conditions set out herein; and
- the Subscriber agrees to be bound by the said terms and conditions.

If the Subscriber does not agree with the terms and conditions the Subscriber must not use or permit the use of the Product.

### 1. Definitions

The following terms are used in this agreement:

**Blom** means Blom Aerofilms Limited (Registered in England and Wales with company number 01009273) whose Registered Office is situated at Astrolabe, Cheddar Business Park, Cheddar, Somerset, England BS27 3EB.

**Authorised User** means a person or user account who is Licensed to use the Product, regardless of whether that person is an employee, contractor, subcontractor, vendor, partner or customer of the Licensee.

**Authorised Use** means the defined number of copies or instances of the Product that may be used by Licensee, and where applicable, limited to the number of Authorised Users, as designated in writing by Blom's Distributor.

**Blom's Distributor** means [insert Distributor details] or, in the event of [insert Distributor details] ceasing to be a distributor of the Product, as suitable replacement entity as identified by Blom.

**Commencement Date** means the date that Subscriber downloads and/or installs the plugin.

**License** means the right to use the Product as defined by Authorised Use.

**Licensee** means the individual or entity (inclusive of subsidiaries) that has licensed the Product under the terms and conditions of this agreement.

**Licensor** means the licensor of the Product.

**Product Distribution** means distribution of the Product through web services or as either a bundled add-on to, or embedded component of, another application with such application being made available to its users as, but not limited to, an on-premise application, a hosted application, a Software-as-a-Service offering or a subscription service for which the distributor of the application receives a license fee or any form of direct or indirect compensation.

**Product** means the Blom product defined in the Quote/Invoice delivered by Blom's Distributor to Licensee, including any updates provided under the terms of this agreement in accordance with Clause 6 and 8.

### 2. License Fee

- 2.1 A one-time annual fee, where applicable as designated by Product, must be paid, without deduction or set-off, by Licensee to Blom's Distributor in consideration for the Authorised Use of the Product.

2.2 License Fee is non-refundable and payable upon acceptance of the terms and conditions set out herein.

### **3. Grant of Licence**

Subject to the terms of this agreement, including limitations defined by the License, Blom grants to Licensee, and Licensee accepts from Blom, a worldwide, non-exclusive, non-transferable, non-assignable License to use the Product for the period of twelve (12) months].

### **4. Consumer Rights**

Nothing in this Licence shall affect Statutory Consumer Rights in cases where the Product has been purchased for purposes other than business or professional use.

### **5. No Warranty**

5.1 Save as provided in clause 14 below, the Product is provided on an "as is" and "as available" basis without warranty, express or implied, of any kind or nature, including, but not limited to, any warranties of performance or merchantability or fitness for a particular purpose, including without limitation that Blom does not warrant that the Product will be error-free, complete, or correct. Blom's Distributor will be able to provide an assessment of the Product as approved by Blom.

5.2 Without limitation, Blom and Blom's Distributor will not be liable to any person for any loss, damage, cost, expense or other claim (including consequential damages and loss of profits) in relation to the Product including, without limitation:

Any use or reliance on the Product by any person.

Any delay, interruption or other failure in the provision of the Product.

Any change in the form or content of the Product.

Any impact of the Product on other digital products, applications, software or databases

### **6. Blom's Obligations**

Upon receipt by Blom's Distributor of the Licensee Fee from Licensee, Blom's Distributor will (a) supply access to the Product via its web services or downloadable from other media types; and (b) provide Software Maintenance as defined in Section 7, for the period of the Licence.

### **7. Software Maintenance**

Software Maintenance includes Blom's Distributor providing Licensee Product updates and/or enhancements made generally available to customers from time to time, and online technical support to one Licensee-designated technical contact for the sole purpose of addressing technical issues relating to the use of the Product (excluding any form of on-site visits by Blom personnel or contractors).

### **8. Licensee Obligations**

The Licensee must at all times:

- ensure that only an Authorised Person may use the Product and only for Authorised Use in accordance with the terms and conditions of this agreement;
- install all applicable updates and enhancements made available by Blom's Distributor;

- immediately advise Blom's Distributor in writing if the Licensee becomes aware of any unauthorised use or distribution of the Product by any person or entity and, further provide to Blom all information it has, or can obtain by reasonable and proportionate action, to help identify and locate the person or entity responsible for such unauthorised use.

## **9. Unauthorised Use and Distribution**

9.1 Licensee may not, whether through reckless, deliberate or negligent act or act of omission:

- distribute or cause the distribution of the Product to any third party other than an Authorised User; or
- directly access or use any data from the Product independently of the Product.

9.2 Licensee is required to immediately report in writing its knowledge of any violations of the foregoing to Blom's Distributor. Any such violations will entitle Blom and/or its Licensors to, in addition to any other right or claim that Blom may have against Licensee, charge the Licensee a fee calculated by the number of prohibited distributions or unauthorised uses/accesses multiplied by the respective list prices, as at the date of the distributions or unauthorised uses/accesses, of the Product charges respectively. For the avoidance of doubt such liability is in addition to any liability to satisfy any other right or claim that Blom may have against the Licensee.

## **10. Investigation of Unauthorised Use and Distribution**

If Blom's Distributor reasonably suspects that a Product has been supplied distributed to or obtained by any person or party without Blom's prior written consent, the Licensee, on written request, will provide full evidence, including, but not limited to, a certificate from the company auditor (if the Licensee is incorporated) or a professionally qualified accountant (if the Licensee is not incorporated), following examination of all relevant records and correspondence and documentation, financial and otherwise, of the Licensee and oral enquiry of its managers and owners, that relates in any way to whether or not there has been total compliance with Authorised Use of the Product, if there has not been such total compliance, to provide to Blom's Distributor the detail and evidence of the extent of such non-compliance.

## **11. Licensee's Restrictions**

11.1 Licensee must not, without the prior written consent of Blom, which may, in its absolute discretion, be withheld or be subject to conditions:

- decompile, reverse engineer, disassemble, modify, adapt, create derivative works or products from, or otherwise attempt to derive, the Product.
- sell, sublicense, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable form the Product or any data/information provided to the Licensee through the Product to a person (except that nothing in this paragraph 11.2 is intended to prevent an Authorised Person undertaking Authorised Use);
- vary or amend the Authorised Use without Blom's prior written approval;

- publish, promote, broadcast, circulate or refer publicly to the Blom name, trade name, trademark, service mark or logo, without the prior written consent of Blom;
  - commit any act or omission, or permit same by others, the result of which is that Blom's reputation may be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on Blom's interests.
- 11.2 For the avoidance of doubt, subject to the terms and conditions contained herein, Licensee is permitted to modify the Product to develop bug fixes, customizations, or additional features, solely for the purpose of using the Product as defined in, and during the term of, this Agreement.
- 11.3 Under no circumstance may Licensee embed the Product into another application without prior written consent from Blom's Distributor and Blom, nor shall Licensee copy elements of the Product into other applications.
- 11.4 In addition, the Product includes license protection mechanisms that are designed to manage and protect the intellectual property rights of Blom. Licensee must not modify or alter those features or, by act or default, permit or enable or give opportunity to others to so do.

## **12. Term**

The term of this agreement begins on the Commencement Date and will continue in full force for 12 months, unless terminated in accordance with clause 13.

## **13. Termination**

- 13.1 This agreement may be terminated by either party if the other party commits a material breach.
- 13.2 Either party will have thirty (30) days from notification in writing from the other, or, in the absence of such notification, its knowledge of such breaches, whichever is the earlier, to remedy any material breaches and, in the absence of such remedy after such period, this Agreement may then forthwith be terminated by the other party by notice in writing.
- 13.3 Immediately upon termination, the Licensee guarantees that any data relating to the Product in possession, custody or control of Licensee or Authorised Users, will be destroyed and written confirmation of such destruction and of the manner of destruction (including the extent and number of times that any hard drive or other storage media containing Product data is wiped - as well as identification of the software application and version utilised for that purpose) is provided forthwith to Blom's Distributor.
- 13.4 Clauses 1, 2, 4 – 6, 8, 9 – 11, 14 – 22 shall survive any termination of this agreement.

## **14. Limitation of Liability**

Where any law implies in this agreement any term, condition or warranty and that law avoids or prohibits a provision of this agreement excluding or modifying the

application of or liability under any term, condition or warranty then the liability of Blom is limited to:

- the re-supply of the Product; or
- the payment of the cost of having the Product supplied again.

### **15. Intellectual Property**

The Licensee acknowledges that the Product and all intellectual property rights in relation to the Product are the property of Blom or the Licensors and Blom is entitled to take whatever action it may decide in order to protect its intellectual property rights in the Product and further the Licensee will take whatever action is reasonable and necessary to protect such rights of Blom.

### **16. Publicity Rights**

16.1 The Licensee grants Blom the right to include the Licensee as a customer on Blom's website or other promotional material in relation to the Product.

16.2 Licensee can deny Blom this right by submitting, prior to the issue by Blom of the invoice for the Licence Fee, a request in writing to Blom's Distributor to be excluded from all promotional material for the Product, whereupon, after 30 days of such request, and whether or not the Licensee had failed to submit such a request in respect of any prior purchase from Blom, all references to the Licensee will be removed from all such promotional material.

16.3 Should the customer come to be or already be included in Product promotional material, as a result of any prior purchases where the Licensee did not request exclusion from Product promotional material, the Licensee can at any point in time, submit a written request to Blom's distributor to have Blom remove the Licensee's name from Product promotional material. Upon receipt of such request, Blom will remove any reference to the Licensee from such promotional material within 30 days and make no further reference to the Licensee.

### **17. No assignment or amendment**

17.1 Licensee may, prior to termination under Clause 13, assign this agreement to succeeding parties in the case of a merger, acquisition or change of control so long as in doing so, Blom is notified in writing within ninety (90) days of the closure of such transaction.

17.2 Blom may assign its rights and obligation under this agreement at any time, whether before or after termination, without consent of Licensee.

### **18. Tax**

Payments made by the Licensee under this agreement may incur taxes or duties payable in respect of the goods or services supplied in the jurisdiction where the payment is made or received. To the extent that any such taxes or duties are payable by Blom or Blom's Distributor in law to any authority empowered to collect same, the Licensee must forthwith, in addition to the Licence fee, pay to Blom the amount of such taxes or duties. In the event the Licensee is exempt from such taxes or duties and, notwithstanding payment of such taxes and duties has been made to Blom's Distributor, Blom's Distributor will, on request in writing from the Licensee, provide

the Licensee with all documents reasonably required and reasonably considered necessary to enable the Licensee to obtain a tax or duty refund or credit.

**19. Severance**

19.1 If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue to have full force and effect.

19.2 The failure of either party to enforce any of the provisions of this Agreement, or the waiver of any aspect thereof, shall not be construed as a general waiver or relinquishment on its part of any other provision, which shall nevertheless remain in full force and effect.

**20. Entire Agreement**

This Agreement together with any document expressly referred to in any of its terms, contains the entire Agreement between the parties relating to the subject matter covered and supersedes any previous Agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this Agreement. Each party confirms that, in agreeing to enter into this Agreement, it has not relied on any representation save insofar as the same has expressly been made a representation in this Agreement.

**21. Variation**

No addition to, or modification of, any provision of this Agreement shall be binding on the parties unless made by a written instrument and signed by a director of each of the parties or, in the event either party is not an incorporated body, by the majority owner(s) for that party's business.

**22. Notice**

For any notice that is to be served by either party on the other under this Agreement to be valid and binding it must be in writing and shall be deemed to have been received by the other party at the earlier of service in person on any director of that other party or five (5) days after being sent by prepaid post and addressed to the applicable party.

**22. Governing Law**

This agreement is governed by and construed in accordance with the laws of England and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of England & Wales, provided, however, before either party proceeds with an application to court for the resolution of any dispute they shall first use their best endeavours during a period of 30 days to reach an amicable settlement through direct negotiations or mediation.

## Schedule 4.B EULA – 2D City Models

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- he or she has authority as given by the Subscriber to enter into this agreement with Blom; and
- he or she has read the terms and conditions set out herein; and
- the Subscriber agrees to be bound by the said terms and conditions.

If the Subscriber does not agree with the terms and conditions the Subscriber must not use or permit the use of the Product.

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**Authorised User** means a person or user account who is Licensed to use the Product, regardless of whether that person is an employee, contractor, subcontractor, vendor, partner or customer of the Licensee.

**Authorised Use** means the defined number of copies or instances of the Product that may be used by Licensee, and where applicable, limited to the number of Authorised Users, as designated in writing by Blom's Distributor.

**Blom's Distributor** means [insert Distributor details] or, in the event of [insert Distributor details] ceasing to be a distributor of the Product, as suitable replacement entity as identified by Blom.

**Commencement Date** means the date that Subscriber downloads and/or installs the plugin.

**License** means the right to use the Product as defined by Authorised Use.

**Licensee** means the individual or entity (inclusive of subsidiaries) that has licensed the Product under the terms and conditions of this agreement.

**Licensor** means the licensor of the Product.

**Product Distribution** means distribution of the Product through web services or as either a bundled add-on to, or embedded component of, another application with such application being made available to its users as, but not limited to, an on-premise application, a hosted application, a Software-as-a-Service offering or a subscription service for which the distributor of the application receives a license fee or any form of direct or indirect compensation.

**Product** means the Blom product defined in the Quote/Invoice delivered by Blom's Distributor to Licensee, including any updates provided under the terms of this agreement in accordance with Clause 6 and 8.

### 2. License Fee

- 2.1 A one-time annual fee, where applicable as designated by Product, must be paid, without deduction or set-off, by Licensee to Blom's Distributor in consideration for the Authorised Use of the Product.

2.2 License Fee is non-refundable and payable upon acceptance of the terms and conditions set out herein.

### **3. Grant of Licence**

Subject to the terms of this agreement, including limitations defined by the License, Blom grants to Licensee, and Licensee accepts from Blom, a worldwide, non-exclusive, non-transferable, non-assignable License to use the Product for the period of twelve (12) months].

### **4. Consumer Rights**

Nothing in this Licence shall affect Statutory Consumer Rights in cases where the Product has been purchased for purposes other than business or professional use.

### **5. No Warranty**

5.1 Save as provided in clause 14 below, the Product is provided on an "as is" and "as available" basis without warranty, express or implied, of any kind or nature, including, but not limited to, any warranties of performance or merchantability or fitness for a particular purpose, including without limitation that Blom does not warrant that the Product will be error-free, complete, or correct. Blom's Distributor will be able to provide an assessment of the Product as approved by Blom.

5.2 Without limitation, Blom and Blom's Distributor will not be liable to any person for any loss, damage, cost, expense or other claim (including consequential damages and loss of profits) in relation to the Product including, without limitation:

Any use or reliance on the Product by any person.

Any delay, interruption or other failure in the provision of the Product.

Any change in the form or content of the Product.

Any impact of the Product on other digital products, applications, software or databases

### **6. Blom's Obligations**

Upon receipt by Blom's Distributor of the Licensee Fee from Licensee, Blom's Distributor will (a) supply access to the Product via its web services or downloadable from other media types; and (b) provide Software Maintenance as defined in Section 7, for the period of the Licence.

### **7. Software Maintenance**

Software Maintenance includes Blom's Distributor providing Licensee Product updates and/or enhancements made generally available to customers from time to time, and online technical support to one Licensee-designated technical contact for the sole purpose of addressing technical issues relating to the use of the Product (excluding any form of on-site visits by Blom personnel or contractors).

### **8. Licensee Obligations**

The Licensee must at all times:

- ensure that only an Authorised Person may use the Product and only for Authorised Use in accordance with the terms and conditions of this agreement;
- install all applicable updates and enhancements made available by Blom's Distributor;



- immediately advise Blom's Distributor in writing if the Licensee becomes aware of any unauthorised use or distribution of the Product by any person or entity and, further provide to Blom all information it has, or can obtain by reasonable and proportionate action, to help identify and locate the person or entity responsible for such unauthorised use.

## **9. Unauthorised Use and Distribution**

9.1 Licensee may not, whether through reckless, deliberate or negligent act or act of omission:

- distribute or cause the distribution of the Product to any third party other than an Authorised User; or
- directly access or use any data from the Product independently of the Product.

9.2 Licensee is required to immediately report in writing its knowledge of any violations of the foregoing to Blom's Distributor. Any such violations will entitle Blom and/or its Licensors to, in addition to any other right or claim that Blom may have against Licensee, charge the Licensee a fee calculated by the number of prohibited distributions or unauthorised uses/accesses multiplied by the respective list prices, as at the date of the distributions or unauthorised uses/accesses, of the Product charges respectively. For the avoidance of doubt such liability is in addition to any liability to satisfy any other right or claim that Blom may have against the Licensee.

## **10. Investigation of Unauthorised Use and Distribution**

If Blom's Distributor reasonably suspects that a Product has been supplied distributed to or obtained by any person or party without Blom's prior written consent, the Licensee, on written request, will provide full evidence, including, but not limited to, a certificate from the company auditor (if the Licensee is incorporated) or a professionally qualified accountant (if the Licensee is not incorporated), following examination of all relevant records and correspondence and documentation, financial and otherwise, of the Licensee and oral enquiry of its managers and owners, that relates in any way to whether or not there has been total compliance with Authorised Use of the Product, if there has not been such total compliance, to provide to Blom's Distributor the detail and evidence of the extent of such non-compliance.

## **11. Licensee's Restrictions**

11.1 Licensee must not, without the prior written consent of Blom, which may, in its absolute discretion, be withheld or be subject to conditions:

- decompile, reverse engineer, disassemble, modify, adapt, create derivative works or products from, or otherwise attempt to derive, the Product.
- sell, sublicense, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable form the Product or any data/information provided to the Licensee through the Product to a person (except that nothing in this paragraph 11.2 is intended to prevent an Authorised Person undertaking Authorised Use);
- vary or amend the Authorised Use without Blom's prior written approval;

- publish, promote, broadcast, circulate or refer publicly to the Blom name, trade name, trademark, service mark or logo, without the prior written consent of Blom;
  - commit any act or omission, or permit same by others, the result of which is that Blom's reputation may be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on Blom's interests.
- 11.2 For the avoidance of doubt, subject to the terms and conditions contained herein, Licensee is permitted to modify the Product to develop bug fixes, customizations, or additional features, solely for the purpose of using the Product as defined in, and during the term of, this Agreement.
- 11.3 Under no circumstance may Licensee embed the Product into another application without prior written consent from Blom's Distributor and Blom, nor shall Licensee copy elements of the Product into other applications.
- 11.4 In addition, the Product includes license protection mechanisms that are designed to manage and protect the intellectual property rights of Blom. Licensee must not modify or alter those features or, by act or default, permit or enable or give opportunity to others to so do.
- 11.5 Licensor shall not sell, license or in any other way provide the Licensor Data to any third party whose business is to collect, create, develop and sell (including but not limited to licensing, distribution and supply) navigable maps.

## **12. Term**

The term of this agreement begins on the Commencement Date and will continue in full force for 12 months, unless terminated in accordance with clause 13.

## **13. Termination**

- 13.1 This agreement may be terminated by either party if the other party commits a material breach.
- 13.2 Either party will have thirty (30) days from notification in writing from the other, or, in the absence of such notification, its knowledge of such breaches, whichever is the earlier, to remedy any material breaches and, in the absence of such remedy after such period, this Agreement may then forthwith be terminated by the other party by notice in writing.
- 13.3 Immediately upon termination, the Licensee guarantees that any data relating to the Product in possession, custody or control of Licensee or Authorised Users, will be destroyed and written confirmation of such destruction and of the manner of destruction (including the extent and number of times that any hard drive or other storage media containing Product data is wiped - as well as identification of the software application and version utilised for that purpose) is provided forthwith to Blom's Distributor.
- 13.4 Clauses 1, 2, 4 – 6, 8, 9 – 11, 14 – 22 shall survive any termination of this agreement.

#### **14. Limitation of Liability**

Where any law implies in this agreement any term, condition or warranty and that law avoids or prohibits a provision of this agreement excluding or modifying the application of or liability under any term, condition or warranty then the liability of Blom is limited to:

- the re-supply of the Product; or
- the payment of the cost of having the Product supplied again.

#### **15. Intellectual Property**

The Licensee acknowledges that the Product and all intellectual property rights in relation to the Product are the property of Blom or the Licensors and Blom is entitled to take whatever action it may decide in order to protect its intellectual property rights in the Product and further the Licensee will take whatever action is reasonable and necessary to protect such rights of Blom.

#### **16. Publicity Rights**

16.1 The Licensee grants Blom the right to include the Licensee as a customer on Blom's website or other promotional material in relation to the Product.

16.2 Licensee can deny Blom this right by submitting, prior to the issue by Blom of the invoice for the Licence Fee, a request in writing to Blom's Distributor to be excluded from all promotional material for the Product, whereupon, after 30 days of such request, and whether or not the Licensee had failed to submit such a request in respect of any prior purchase from Blom, all references to the Licensee will be removed from all such promotional material.

16.3 Should the customer come to be or already be included in Product promotional material, as a result of any prior purchases where the Licensee did not request exclusion from Product promotional material, the Licensee can at any point in time, submit a written request to Blom's distributor to have Blom remove the Licensee's name from Product promotional material. Upon receipt of such request, Blom will remove any reference to the Licensee from such promotional material within 30 days and make no further reference to the Licensee.

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#### **18. Tax**

Payments made by the Licensee under this agreement may incur taxes or duties payable in respect of the goods or services supplied in the jurisdiction where the payment is made or received. To the extent that any such taxes or duties are payable by Blom or Blom's Distributor in law to any authority empowered to collect same, the Licensee must forthwith, in addition to the Licence fee, pay to Blom the amount of such taxes or duties. In the event the Licensee is exempt from such taxes or duties