

END USER LICENCE AGREEMENT FIRST BASE SOLUTIONS INC.

Version 2019-05-28

This End-User License Agreement (“EULA”) between End-User (“you,” “your”) and First Base Solutions Inc. (“First Base Solutions”, “we,” “us,” “our”) is the basis upon which we provide Content to licensees. End-User and First Base Solutions may be referred to in this EULA individually as a “Party” or collectively as “Parties.”

The following terms and conditions represent a legally binding contract between End-User and First Base Solutions for the use of Content.

1. Definitions

“Authorized User” means an employee or Contractor that is authorized by the Customer to use the Content.

“Authorized User Account Administrator” means a Customer or Contractor that is authorized to manage Authorized User Seats and has the ability to upgrade or renew the subscription, make payments, review the order history and access the Content. The Authorized User Account Administrator role will be assigned to the Customer who is identified on the Customer Agreement.

“Authorized User Access Account” means an individual account provided by the Authorized User or us, including unique authorization credentials that permits you to access the Content.

“Content” means any imagery, data, product, value-added product, service, analysis, tool, or work licensed by First Base Solutions under the terms of this EULA, including, without limitation, information products and digital data sets.

“Customer” means that individual, legal entity or government agency that has purchased a license to use the applicable Content either directly or indirectly from First Base Solutions.

“Customer Agreement” means a Customer that purchases a license to use the applicable Content from First Base Solutions directly, that consists of the applicable Order Confirmation and reference to these license terms.

“Derivative Product” means any product or information derived and developed by you from Content that does not contain any source image data from the Content (including a reasonable facsimile of the Content) and is irreversibly modified and uncoupled from the Content.

“Internal Use” means utilization of Content and permitted Derivative Product solely for the internal business purposes of Customer, as applicable, (subject to those restrictions set forth in Section 3 of these License Terms) and not for any Commercial Purpose.

“Monthly Bandwidth Period” means the period of time starting at midnight (EST) on the 1st of each month running one calendar month.

“Orders and Billing Role” means an Authorized User that has access to the service for the purpose of making payments or reviewing billing information. Authorized Users who have been assigned the Orders and Billing Role will not have access to the Content and will not use a Seat.

“Order Confirmation” means that agreement or other document prepared by First Base Solutions that sets forth the Content First Base Solutions offers to license to Customer and the related terms that is presented to Customer for acceptance. A quotation that includes an estimated fee is not an Order Confirmation.

“Seat” refers to the number of Authorized User accounts that can access the Content, as specified in the applicable Customer Agreement. A Seat is assigned to each Authorized User; multiple Authorized User are not allowed to use the same Seat.

“Subscription Services License” means that license granted by First Base Solutions to Customers as described in these License Terms

“Term” means the period of time as defined by the Start Date and End Date that the Customer and / or Authorized Users are entitled to use the product as set forth in the Customer Agreement

“Value-Added Product” or “VAP” means any product generated by you that contains source image data from the Content (including a reasonable facsimile of the Content) that has been by modified through higher processing, technical manipulations, or the integration of additional data.

“Web Mapping Service” is a standard protocol developed by the Open Geospatial Consortium in 1999 for serving georeferenced map images over the Internet.

2. Acceptance of Licensing Terms

You agree to be bound by the terms of this EULA by doing any of the following:

- i. accepting, wholly or partially, a quote for the supply of the Content;
- ii. agreeing in writing to the terms of this EULA;
- iii. downloading, installing, or using the Content on a computer or other electronic device;
- iv. developing, using, or making available any Derivative Product;
- v. retaining the Content for more than five days following receipt; or
- vi. accessing the Content either through an End-User Access Account or, if a different delivery mechanism is selected by us, opening the package containing the Content.

A license granted under this EULA is nontransferable, unless otherwise approved in writing by us. We reserve all rights not expressly granted by this EULA or other signed writing between the Parties.

3. Grant of License

The Content can be licensed on a subscription basis and in some cases on a transactional basis as set forth in the Customer Agreement

3.1 Subscription Model

Under the subscription model, the Content is made available to the Customer during the Term on a per Seat basis. During the Term, First Base Solutions will make the Content available to the Purchaser and its Authorized Users solely to exercise the license rights granted below

a) License Grant

Subject to the Purchaser's compliance with these License Terms including without limitation, payment of all applicable fees during the Term, First Base Solutions grants you a limited, nonexclusive, nontransferable license to:

- i. store, access, evaluate, use and reproduce the Content for internal use only;
- ii. use, alter, and modify the Content to create VAPs for internal use;
- iii. redistribute reduced resolution data sets with a ground sampling distance degraded to 5 meters or more and with the proper copyright conspicuously displayed: "Includes material © (Year) First Base Solutions Inc. All rights reserved.";
- iv. use the Content to create a Derivative Product without restriction;
- v. make the Content or VAP available to consultants and contractors for customization with no right to sublicense or otherwise transfer to a third party;
- vi. display the Content or VAP on an internet site at full resolution for noncommercial purposes in a non-downloadable, non-interactive fashion that does not allow a third party to access the Content or VAP as a standalone file and with the proper copyright conspicuously displayed: "Includes material © (Year) First Base Solutions Inc. All rights reserved."; and
- vii. publish the Content or VAP in a non-digital format for noncommercial purposes in research reports or similar publications with the proper copyright conspicuously displayed: "Includes material © (Year) First Base Solutions Inc. All rights reserved."

Unless otherwise agreed in writing between the Parties, you must not:

- i. sell, rent, lease, or otherwise transfer or assign the Content to a third party, except as expressly provided in this EULA;
- ii. utilize automated processes to access the Content for the purpose of extracting and storing the Content in bulk
- iii. add a geo-referenced coordinate system to downloaded content for the purpose of geo-referencing
- iv. copy or otherwise reproduce the Content except as provided in this EULA;
- v. use the Content or a VAP for any purpose not expressly permitted under this EULA;
- vi. remove, bypass, or circumvent any electronic or other form of protection included in the Content;
- vii. reverse engineer or otherwise attempt to derive the algorithms, databases, or data structures from which the Content is derived; and
- viii. alter or remove any copyright notice or proprietary legend contained in or on the Content;

Failure to abide by any of these restrictions may result in the revocation of the license

b) Seats

The Content may be used by that number of Authorized Users set forth in the applicable Customer Agreement. A Seat will be assigned to an Authorized User by the Authorized User Account Administrator; multiple Authorized User are not allow to use the same Seat and only one individual can be associated with a particular Authorized User account. However,

Authorized Users can swap out, delete an Authorized User and assign a new Authorized User to the open Seat. If the Authorized User wishes to add additional Seats, the Customer must enter into a Customer Agreement with First Base Solutions to add those seats. Authorized Users with the assigned Orders and Billing Role will not have access to the Content and not use a Seat.

c) Monthly Bandwidth Limits

Customer's usage of the Content and right to download imagery is limited based on the Monthly Bandwidth Period as set forth in the applicable Customer Agreement. Any usage of the Content by any of the Authorized User that exceeds the Monthly Bandwidth Limit is subject to applicable Data Overage fees as defined in the Customer Agreement.

d) Data Overages

In any given Monthly Period during the term of the subscription, the Authorized Users may exceed the agreed monthly bandwidth limit as set forth in the applicable Customer Agreement. In cases in which the Customer exceeds the monthly bandwidth limit the customer will be charged a data overage fee as defined in the Customer Agreement. Overage fees will be automatically charged based on the Customers preferred method of payment. At no time will the Customer's access to the Content be suspended or deactivated due to overuse.

e) Pixel Based Usage

If accessing the Content using a Web Mapping Service First Base Solutions will apply pixel based usage to adjust for the variation in files size based on the file format selected by the Customer. The purpose of pixel based usage is to provide an equal value of service to all customers regardless of the file format selected. This is done by reducing the usage of larger Portable Network Graphic (PNG) images to be comparable to smaller JPEG images. The usage will be calculated as follows and only be applied when the Customer selects PNG images:

$$\text{Usage in bytes} = \text{Image Width in Pixels} \times \text{Image Height in Pixels} \times 0.32$$

f) Sublicense

You may grant temporary sublicense or Seats to an independent contractor or consultant if:

- i. the contactor or consultant agrees in writing to be bound by the term outlined in this EULA;
- ii. the sublicensee may use the Content solely for purposes consistent with permitted and immediately deletes the Content and all copies upon completion of the assigned tasks;
- iii. you assume responsibility for noncompliance by the sublicense, whose breach of the EULA will be considered a breach by you; and
- iv. you assume responsibility for any additional costs incurred by the sublicense

4. License Upgrade

You are free to redistribute Derivative Products without restriction. To redistribute Content or VAPs for commercial purposes or any other purpose not permitted by this EULA, you must request additional licensing from us. We may grant licensing allowing additional use upon the conclusion of a license upgrade for which the appropriate license fees will have been paid ("License Upgrade"). The relevant License Upgrade will be attached as an amendment to this EULA. The inclusion of Content or imagery

and data contained in Content in any product for resale or distribution is considered value-added work and is not allowed under this EULA without purchasing the necessary License Upgrade

5. Intellectual Property

Content and data contained in the Content are owned by First Base Solutions and protected by the laws of the Province of Ontario, Canada, and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. First Base Solutions retain all rights, title, and ownership interest not granted under this EULA. From the date of acceptance of this EULA by one of the means listed above, you will employ all reasonable efforts to protect Content, or any part of the Content, from unauthorized use, distribution, disclosure, or publication. We or our licensor retain all rights over First Base Solutions trademarks.

6. License Term

The Term of the Subscription Services License will begin on the Start Date and will continue for that Term, as set forth in the Customer Agreement. Upon our request, you will provide reasonable assurances to us that your use of the Content is consistent with this EULA. We may terminate this EULA with immediate effect by notice to you in writing if you breach any term of this EULA. In this case, you will have no claim to any remedy or refund of fees paid. If you use any Content in an unauthorized manner or otherwise violate this EULA, we may, at our option, select any one or more of the following remedies in addition to any remedy available at law:

- i. return of the Content;
- ii. enjoin your use of the Content;
- iii. charge you a fee appropriate to your use of the Content; or
- iv. charge you for reasonable inspection and enforcement costs. Upon termination, you will delete all Content and provide evidence of its deletion to us. All provisions of this EULA that by their nature contemplate performance after termination will survive termination of this EULA.

7. Proprietary Information

Content contains information proprietary to us or our licensor. You will not alter or remove any copyright notice or proprietary statement contained in or on the Content, unless otherwise agreed by us. Furthermore, you will impose this same obligation on any contractor or consultant you engage.

8. Limited Warranty

We warrant we have sufficient rights in the Content to make it available to you under the terms of this EULA. We make no warranty as to the suitability of Content or its fitness for your requirements or intended purposes. While we strive to provide the highest quality, we make no warranty that Content is free of errors, defects, or omissions, or that the operation and use of Content will be error-free, uninterrupted, or that all non-conformities can or will be corrected. Except for the above express limited warranty, we disclaim all other warranties of any kind—express or implied—including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, noninterference, system integration, and non-infringement. The content and any accompanying documentation are provided “as is.” We do not warrant that Content will meet your needs or expectations.

9. Limit of Liability

Subject to the extent applicable law requires liability, we will not be liable to you for costs of substitute goods or services; lost profits, lost sales, or business expenditures; investments or other business commitments; lost goodwill; or any indirect, incidental, consequential, or punitive damages arising out of or related to this EULA or the use of any Content. In no event will our aggregate liability under all claims relating to the Content or otherwise arising out of this EULA exceed the total amount paid by Customer or Authorized User to access and use the Content. We disclaim any liability not expressly provided for above

10. Indemnification

You will indemnify us and our licensors, and our/their respective owners, officers, directors, employees, and agents, from all loss, damages, claims, expenses, or attorney's fees sustained by or asserted against us arising from or connected with (a) your use of the Content for any purpose; (b) your breach of any term of this EULA; or (c) any property damage or injury to or death of any person directly or indirectly caused by you. We will provide you notice of any claim. We will have the right to participate in the defense of any claim at our expense.

11. Amendment

These License Terms may be amended or supplemented only by a writing that refers to these License Terms and that is signed by both parties

12. Compliance with Laws

Content may be subject to Canadian laws and regulations, including regulations of exports. You will not export, re-export, import, or transfer any Content in violation Canadian, or other applicable laws, whether directly or indirectly, and will not assist or facilitate others in doing any of the foregoing. You acknowledge your responsibility to comply with all applicable laws and regulations in connection with use of Content, including, without limitation, all export and import laws.

13. Governing Law

This EULA shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

14. Complete and Binding EULA

Subject to any specific terms of an order for Content incorporating this EULA, this EULA constitutes the complete and exclusive understanding between the Parties relating to its subject matter. It supersedes all prior and contemporaneous representations, correspondence, proposals, or licensing agreements, whether oral or written. If any provision is determined to be invalid or unenforceable, the remaining provisions of this EULA will continue to be valid and enforceable. Our failure to enforce any of the provisions in this EULA will not constitute a waiver of our right to do so.