

NIOTANTEK®

GENERAL SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS

Thank you for choosing NIOTANTEK® mapping and management technologies.

Please read these General Terms and Conditions carefully before activating the Software Subscription.

1. General provisions

1.1. These General Terms and Conditions of NIOTANTEK® Software Subscription, a trademark registered by the company Arrow4D - Consultores de Engenharia e Geofísica, Lda, with NIPC 514808098, with address at NERE, PITE, Rua circular norte, sn, escritório 22, 7005-841 Évora (Portugal) (hereinafter referred to as Arrow4D), as amended from time to time (the Terms and Conditions) shall govern and apply to the subscription, licence and use of the Software and any Services (as defined below) that Arrow4D or any of its entities that control, are controlled by, or are under the control of or with Arrow4D (Affiliates, or nominees) may provide in connection therewith to all of Arrow4D's customers, such as subscribers and licensees (the Customer).

If you are accepting on behalf of your employer or other legal entity, you warrant that you have full legal authority to represent and bind the Customer. For the purposes of these Terms and Conditions, the term Arrow4D shall include all of its Subsidiaries. Reference to these Terms and Conditions shall include Arrow4D's Privacy and Data Protection Policy (attached hereto), the applicable order document pursuant to which Customer orders and signs for the Software (together with any renewal thereof) (the Order Form). In the event of any conflict between the documents making up these Terms and Conditions, the Order Form shall prevail.

1.2. By downloading, activating, and using the Software, the Customer acknowledges that he/she has read and understood the Terms and Conditions, and agrees to be legally bound by these Terms and Conditions. If the Customer does not agree with the terms stipulated in these Terms and Conditions, they should not install, activate and/or use the Software and, if presented with the option to 'agree' or 'disagree' with the Terms and Conditions, select 'disagree'.

1.3. Arrow4D reserves any and all rights to amend and modify these Terms and Conditions at its discretion. The Client has the right at any time to request from Arrow4D a copy of the currently applicable Terms and Conditions.

1.4. Any amendment to these Terms and Conditions shall only be valid if agreed between Arrow4D and the Client exclusively in writing. Any general terms and conditions of a Client or a third party shall not apply, regardless of whether Arrow4D expressly objects in a specific case or not.

1.5. If individual provisions of these Terms and Conditions are invalid in whole or in part, the validity of the remaining provisions or the valid parts of such provisions shall not be affected..

2. Software subscription.

2.1. Subject to full payment of the applicable Fees, Arrow4D grants the Customer a revocable, non-exclusive, non-transferable, non-sublicensable, renewable, fixed and limited licence to:

(a) download, install, activate, access and use any Arrow4D integrated system, namely NIOTANTEK® software application, NIOTANTEK® cloud-based services and solutions, as described in the Order Form (the Software) in the normal course of the Customer's business on one (1) or more hardware devices owned or controlled by the Customer strictly in accordance with these Terms and Conditions. The Customer's user account shall at all times be associated with the Customer's company account, and Arrow4D's brand, namely NIOTANTEK®, mentioned in the relevant Order Form; and

b) access, transmit, download and use on or through the Software the data and content made available or otherwise accessible through the Software and the storage of such data on the NIOTANTEK® cloud platform, together with any Services provided by Arrow4D in connection therewith, strictly in accordance with these Terms and Conditions (Software Subscription).

2.2. For the purposes of these Terms and Conditions, Software means the initial version subscribed to by Customer, together with certain periodic updates and upgrades which may not necessarily include all existing features or new features that Arrow4D releases for newer or other models or any new releases of a Software or products or any additional functionality for which Arrow4D, in its sole discretion, generally charges or may charge customers of the Software in addition (referred to as Updates/Upgrades).

2.3. The Software, together with any third party software, documentation, interfaces, content, fonts and any data accompanying the Software, whether pre-installed on Arrow4D's branded hardware, on disc, in read-only memory, on any other medium or in any other form, are an integral part of the Software, and are provided to the Customer by Arrow4D for use only under these Terms and Conditions

2.4. The Software may be delivered to the Customer on data carriers or electronically via data networks, such as the Internet, or third-party platforms. Arrow4D does not offer any guarantee as to the availability of such networks or platforms, nor as to the correct transfer and download of the Software.

2.5. Arrow4D reserves the right at any time and at its sole discretion to discontinue the Software and consequently to cease providing Updates and/or Maintenance and Support Services and consequently to cancel and terminate the Subscription to the Software without cause. In such event, Arrow4D will use reasonable endeavours to give Customer at least eighteen (18) months' notice, and any Fees that have already been paid during the remaining Subscription Period will be refunded to Customer on a pro-rata basis from the date of discontinuation until the expiry of the Subscription Period. This provision shall not apply to any Prepaid Software offer.

2.6. In the event that Arrow4D releases an alternative software product that substantially incorporates the functionality of the version of the Software that the Customer has subscribed to, Arrow4D may, but shall not be obliged to, make such new version available to the Customer. In this case, different fees may apply.

2.7. The Customer agrees that these Terms and Conditions shall apply to any software product that may be pre-installed on hardware or used in a purchased cloud environment, unless such product is accompanied by a separate agreement, in which case the Customer agrees that the terms of that agreement shall govern the use of that product.

2.8. The Software may be used to access and use various NIOTANTEK® products and services. All access to and use of such Services through the Software, including any charges for such access and use, shall be governed by the terms applicable to the relevant Services.

3. Using the software:

3.1. Customer acknowledges and agrees that some Software will be used in connection with Arrow4D branded hardware specified in the relevant Order Form that meets the specified system requirements as indicated by Arrow4D, and that use of and access to certain features of the Software and certain Services may require Customer to request a unique username and password combination.

3.2. No offer made herein by Arrow4D includes access to the Internet or any other network or to any communication services or to any hardware, software, storage, security or other resources necessary to access or use the Software. The Customer and other suppliers and service providers are responsible for procuring all such items and for their reliability, security and performance. The installation of all hardware and supporting software necessary to ensure that the minimum configuration requirements for the installation and operation of the Software are satisfactorily met, as well as the installation and operation of the Software itself, are the sole responsibility of the Customer.

3.3. The Customer shall be solely responsible for:

- a) installation and any updates, and ensuring that the Software is up to date, in standalone cases;
- b) ensuring the compatibility, capacity and suitability of all devices and operating systems used in relation to the Software and that such devices fulfil the minimum requirements for the intended use of the Software;
- c) provide and maintain, to the extent deemed necessary during your use of the Software, the Internet access required for your use of the Software and connection to Arrow4D's cloud to store and manage your data;
- d) safeguard, prevent and protect your device and the Software from any unauthorised access and use that violates or may violate any of the provisions set forth herein, including, without limitation, the application of cybersecurity measures necessary to better ensure security;

3.4. The Customer shall not, and shall not permit any person to:

- a) Copy the Software, except as expressly permitted by these Terms and Conditions;
- b) Modify, translate, adapt or otherwise create derivative works or improvements, whether patentable or not, of the Software;
- c) Reverse engineer, disassemble, decompile, decode or otherwise attempt to alter, or gain access to, the source code or binary of the Software, or any part thereof;
- d) Transfer the Software to a different programming language or to another operating system or cloud platform, adapt or make error corrections, or incorporate the software, in whole or in part, into any other programme;
- e) Remove, delete, alter or conceal any trade marks or any copyright, trade mark, patent or other intellectual property notices or proprietary rights from the Software, including any copy thereof;
- f) Rent, lease, lend, sell, sub-licence, assign, distribute, publish, transfer or otherwise make available the Software, or any features or functionalities of the Software, to any third party for any reason;
- g) Remove, disable, circumvent or otherwise create or implement any workaround for any copy protection, rights management or security features in or protecting the Software;
- h) Use the Software in any way that does not comply with any indication or specification provided by Arrow4D regarding the relevant equipment and/or the Software;
- i) Reproduce all or any part of the Software (except as expressly permitted by Arrow4D) or any accompanying documentation, or modify, translate, or otherwise create derivative works of the Software.

3.5. The Customer agrees to notify its employees, representatives and agents who may have access to the Software of the restrictions herein, and to ensure that they comply with such restrictions at all times.

3.6. Except as expressly permitted herein, the Customer agrees that it will not make use of the Software, the documentation or any other related materials without the prior written consent of Arrow4D.

3.7. The Client agrees that the results of the Software shall in no way be considered legal or professional advice and are not intended to replace the experience and sound professional judgement of professional advisors with full knowledge of the circumstances and details of any matter on which advice is sought.

3.8. Arrow4D shall have the right to perform or have performed on its behalf periodic vulnerability tests of the Software or the Services.

4. Property and intellectual property rights

4.1. The Client acknowledges and agrees that Arrow4D and/or the Affiliates and brands, their licensors, if any, have and shall retain all right, title and interest in and to the Software and any Updates and works derived therefrom, including but not limited to any and all copyrights, patents, trademarks, know-how and other intellectual property rights derived therefrom or related thereto. Arrow4D reserves any and all rights not expressly granted to Customer herein.

4.2. Customer acknowledges and agrees that it does not acquire any ownership interest in the Software, or any other rights therein, except to use the Software in accordance with the Software Subscription granted and subject to all terms, conditions and restrictions under these Terms and Conditions.

4.3. At all times during the Subscription Period, and at all times thereafter, the Customer agrees not to take any action, directly or indirectly, to (a) contest, challenge or attempt to invalidate any proprietary rights of Arrow4D relating to the Software; or (b) claim any intellectual property or other rights in the Software, other than the limited licence granted to the Customer pursuant to the Software Subscription.

4.4. Title and intellectual property rights to any content displayed or accessed through the Software by the Customer belong to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties and may be subject to the terms of use of the third party providing such content. Except as otherwise provided herein, the Software Subscription does not grant Customer any right to use such content, nor does it guarantee that such content will continue to be available to Customer.

4.5. The Customer grants Arrow4D the limited right to use its name, logo and/or trade mark, as applicable, for advertising and promotional purposes, including reference to the Customer in marketing documentation and activities related to the use of the Software, provided that such use is in accordance with good commercial practice and in good faith.

5. Atualizações do Software

5.1. Arrow4D may, at its discretion, make available future Updates to the Software. These Terms and Conditions shall govern any Software Updates provided by Arrow4D to the original Software, unless such Update is accompanied by a separate agreement, in which case Customer agrees that the terms of such agreement shall govern such Updates.

5.2 Certain Updates may modify or delete, in whole or in part, certain features and functionalities of the Software. The Customer acknowledges and agrees that Arrow4D is under no obligation to make any Update available or to continue, provide or activate any specific feature or functionality

5.3. Updates, if any, will be made available to the Customer based on the Customer's settings and when the Customer's device is connected to the Internet:

- a) the Software will be automatically updated via cloud/remote;
- b) The Customer may receive a notification to alert them of the update carried out remotely;

5.4. The Customer acknowledges and agrees that the Software or parts thereof may not function properly if the Customer does not update it.

5.5. The Customer must ensure that its hardware fulfils the minimum technical requirements for the correct use of the Software..

6. Data

6.1. Data processed by Arrow4D through or in connection with the Software Subscription is subject to Arrow4D's Privacy and Data Protection Policy, as amended from time to time at Arrow4D's sole discretion, available at <https://www.arrow4d.com> or <https://www.niotantek.com> (Privacy and Data Protection Policy). By Subscribing to the Software, the Customer consents to all actions taken by Arrow4D with respect to its data in accordance with the terms of the Privacy Policy.

6.2. The Customer acknowledges and agrees to be, at all times, fully responsible and liable for the accuracy, quality, integrity and legality of the data and content, regardless of its form, or the way in which such data is obtained, used, generated, collected, provided, uploaded, or inserted into the Software, and uploaded by the Customer to Arrow4D's NIOTANTEK® cloud platform, including, without limitation, historical data to enable the use of the Software and its maintenance.

6.3. The Customer retains all right, title, and interest in and to the data referred to in Clause 6.2 and hereby grants Arrow4D the non-exclusive right to use such data, on an anonymised basis, including, without limitation, any measurements, metadata, and results collected or generated through the Software during the Subscription Period, as well as any intellectual property rights thereunder, in accordance with Arrow4D's Privacy and Data Protection Policy. The right to use such data shall last until the expiry or termination of the Subscription for whatever reason.

6.4. Any comments, ideas or reports that the Customer may provide to Arrow4D about the Software, the Services and any Beta Versions provided in relation thereto or the installation, functionality, performance, accuracy, consistency and ease of use of the Software or the Services (Feedback) shall be deemed to be the property of Arrow4D, and shall be treated by the Customer as confidential. The Customer irrevocably transfers and assigns to Arrow4D all rights embodied in or arising from such Feedback. Arrow4D, at its sole discretion, may freely use all Feedback, without attribution or compensation to the Customer..

7. Rates

7.1. The fees paid by Customer in consideration of the Subscription to the Software for the relevant Subscription Period shall be in euros (€), or as otherwise specified in the applicable Order Form issued by Arrow4D (Fees).

7.2. Where the start date of the Subscription Period has to be adjusted by Arrow4D for any reason, Arrow4D may, at its discretion:

- a) adjust the Subscription Period to run from the revised start date; or,
- b) reduce it and invoice on a pro-rata basis for the reduced period.

8. Suspension of Software subscription

8.1. Arrow4D shall have the right, but not the obligation, in addition to any other rights it may have under these Terms and Conditions, or remedies available at law or in equity, to immediately disable or suspend the Customer's access to and use of the Software, without notice for an indefinite period, upon the occurrence of any of the following events:

- a) any breach of any of the provisions of these Terms and Conditions by the Customer, including, without limitation, the failure to pay, in whole or in part, any Fees due hereunder within the prescribed period;
- b) if Arrow4D accepts in good faith that the Customer's conduct or omission may (i) pose a security risk or otherwise have a negative impact on the Software and/or Arrow4D; (ii) constitute or permit the tampering with, removal, disabling or limitation of the effectiveness of any technical protections (including any mechanisms to manage, monitor, control or analyse the installation of, access to or use of the Software or protections of the Company's intellectual property rights); (iii) subject Arrow4D or any of its partners or representatives or any other user to liability. Unless Arrow4D reasonably determines that immediate action is prudent, Arrow4D will endeavour to notify Customer of the planned deactivation or suspension before it takes effect.

8.2. Arrow4D reserves the right, at its sole discretion, to charge the Customer an additional fee for reactivating the Software Subscription.

9. Software defects

9.1. Arrow4D will endeavour, within a commercially reasonable time, to correct defects in the Software that materially impair the specified performance and functionality of the Software discovered during the Subscription Period (the Defects). Arrow4D shall have no obligation to

rectify or provide support or maintenance services relating to devices used in connection with the Software and errors arising or resulting from (a) modifications to the Software or hardware made by Customer or a third party not authorised by Arrow4D; (b) Customer's operation or use of the Software other than as strictly specified by Arrow4D; (c) any failure, including failure to promptly install any Update; (d) continued use of the Software after Arrow4D has recommended the installation of an Update; or (e) any material breach of these Terms and Conditions by Customer.

10. Invoicing and Payment

10.1. All Fees paid for the Software Subscription are exclusive of applicable sales, use, value added, personal property, withholding taxes applicable in the Customer's territory, and other taxes, which are paid exclusively by the Customer.

10.2. All telecommunication expenses incurred in the use of the Software are the sole responsibility of the Customer.

10.3. All Software Subscription Fees shall be paid in accordance with the terms and methods of payment stipulated in the Order Form or applicable proforma.

10.4. If payment in full is not made by the due date, except to the extent that any part of the non-payment relates to a bona fide disputed invoice, without prejudice to any rights or remedies otherwise available, Arrow4D reserves the right to:

- a) charge interest on the outstanding balance of all overdue amounts at the rate of 5% per annum;
- b) suspend the Software Subscription pursuant to Clause 8;
- c) charge the Customer an additional fee for administrative costs to the fees applicable by Arrow4D;
- d) require the Customer to cease all use of the Software;

11. Term and termination

11.1. 11.1 The term of the Software Subscription shall commence on the date set out in the relevant Order Form or invoice, and shall continue for the period of time set out therein, together with any renewals, or as terminated in accordance with this Clause 11 (the Subscription Period).

11.2 Notwithstanding any of the foregoing, the Software Subscription may be terminated with immediate effect by Arrow4D, or its nominee, at any time in the following cases:

- (a) the Customer breaches any provision of the Terms and Conditions, and fails to remedy such breach within thirty (30) calendar days of its notification by Arrow4D, or its nominee. For the avoidance of doubt, any failure to make timely payments is considered a breach;
- b) if any organisation, entity or person, which Arrow4D or its nominee, acting in good faith, determines to be a competitor of the Client, acquires control of the Client;
- c) the Customer becomes insolvent or bankrupt, seeks authorisation for deferred payment, goes into liquidation, has an administrator, trustee, makes a voluntary arrangement with its creditors, or proceedings are instituted by a creditor in relation to any of the above.

11.3. In the event of early termination without cause by Arrow4D or its nominee, if the Customer has paid in advance any Fees in respect of the Software Subscription then in force, Arrow4D's sole liability to the Customer in respect of such termination shall be to refund the Fees paid in advance in respect of the remaining Subscription Period. No refund shall be required in the event of termination for breach by Customer of any of the terms hereof.

11.4. Upon expiry or termination of the Subscription Period by the Client or Arrow4D or its nominee for any reason:

- (a) all rights granted to the Client hereunder shall automatically and immediately terminate;
- b) Arrow4D or its nominee may provide, upon written request, the Client with a limited right to retrieve all archived data stored on the cloud platform, provided that such request is made within thirty (30) days of the expiry or termination;

11.5 Termination for any cause shall not limit any of the rights or remedies of Arrow4D or its representative at law or in equity.

12. Renewal

12.1. Unless Arrow4D or its agent receives written notice of termination (one-year agreements) from the Customer at least three (3) months prior to the end of each Subscription Period (the Termination Notice), the Software Subscription will automatically renew for successive periods of one (1) year each (each, a Renewal Period). For the purposes of these Terms and Conditions, the Subscription Period shall include all Renewal Periods.

12.2. The monthly subscription (1 month) lasts for 30 calendar days only. It cannot be renewed.

12.3. Arrow4D reserves the right to modify the Fees for each Renewal Period in relation to any Software Subscription. Arrow4D will endeavour to issue the Customer with a renewal notice specifying the new Fees applicable to the Software Subscription at least four (4) months before the end of the Subscription Period.

12.4. The Customer shall be deemed to have agreed to extend the Software Subscription for the Renewal Term and to pay the Fees for the Software Subscription for the Renewal Term, unless Arrow4D receives a Termination Notice within the stipulated period.

12.5 Where, at the end of the Subscription Period, the applicable Fees are under active and good faith discussion between the parties, Arrow4D will:

- a) as long as, in Arrow4D's reasonable opinion, such discussions are proceeding without undue delay, continue to licence the relevant Software pursuant to these Terms and Conditions during such period and charge the Customer the Fees incurred at the existing rates;
- b) be entitled, once agreement has been reached on the applicable Fees for such Renewal Period, to invoice the additional amounts due in respect of the period between the start of the Renewal Period and the time such agreement is reached;
- c) in the event that such agreement is not reached within a reasonable time, at Arrow4D's sole discretion, Arrow4D has the right to demand the withdrawal of the Customer's access to the Software. In such case, the Customer shall cease all use of the Software, uninstall the Software and confirm by e-mail to Arrow4D that the said Software has been uninstalled.

13. Maintenance and Support Services

13.1. During the Subscription Period and provided that the Customer does not breach any of its obligations under these Terms and Conditions, Arrow4D will provide the Customer with certain maintenance and support services relating to the Software, including rectification and correction of defects in accordance with Clause 9, and quality testing of the Software, cloud maintenance and backups.

13.2. Arrow4D will only provide Maintenance and Support Services to the Customer with the most current and immediately previous version of the Software.

13.3. If Arrow4D determines that any of the maintenance issues reported by Customer cannot be resolved due to Customer's failure to install Updates or obtain new versions of the Software, Customer will be given a reasonable opportunity to install such Updates or obtain a new version. If, after such opportunity, the Customer fails or refuses to install such Updates or acquire such new version, Arrow4D shall be released from its obligations.

13.4. Arrow4D's obligations under the Software Subscription provided herein shall extend only to Software Updates provided by Arrow4D to Customer, provided that the software or hardware has not been modified or altered in any way by anyone other than Arrow4D or an authorised representative of Arrow4D.

13.5. The Customer shall ensure that Arrow4D's personnel are provided with such information under the Customer's control as is reasonably necessary to enable Arrow4D to fulfil its obligations under this Agreement.

13.6. Any services, training or other requirements not expressly included in these Terms and Conditions are outside the scope of this Software Subscription and may only be provided subject to Arrow4D's availability and for additional fees. Fees for such items shall be payable as specified in the applicable order form.

14. Third party content

14.1. The Software or any Services may contain, rely on, display, include, or make available third party products or content (including, without limitation, data, information, applications and other products, services and/or materials), or provide links to third party websites or services, including through third party advertising (Third Party Content). You acknowledge and agree that Arrow4D is not responsible for any Third Party Content, and shall have no obligation or liability to you or any other person or entity for any Third Party Content. For Third Party Content, the relevant warranty and terms of use of such third party shall apply exclusively.

14.2. Third Party Content and links thereto are provided solely as a convenience to Customer, and Customer's access and use thereof is entirely at Customer's own risk and subject to the terms and conditions of such third parties..

15. Warranty and Limitation of Liability

15.1. Except as specifically and expressly provided in these Terms and to the maximum extent permitted by law, the Software and any Services provided hereunder are provided "as is" and "as available" without warranty of any kind, whether express, implied or statutory, including but not limited to warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, correctness and delay. To the maximum extent permitted by applicable law, Arrow4D, on its own behalf and on behalf of its affiliates and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Software and any Services, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, course of performance, usage of trade, downtime or course of dealing. Without limiting the foregoing, Arrow4D makes no warranty or representation that the Software will meet the Customer's requirements, achieve the intended results, be compatible or work with any other software, device, application, system or service, be uninterrupted, meet any performance or reliability standards, or be compatible with any other software, device, application, system or service.

15.2. Neither Arrow4D nor its Affiliates nor any licensors of the foregoing make any warranty, express or implied, that access to any Software or Service will be uninterrupted, secure, complete or error-free.

15.3. To the extent permitted by applicable law, in no event shall Arrow4D or its Affiliates, or any of their respective licensors or service providers, have any liability arising out of or in connection with the Customer's use of, or inability to use, the Software or the content, data and Services for damages in amounts that, in the aggregate, exceed the amount actually paid by the Customer for the Software Subscription.

15.4. The foregoing limitations shall apply regardless of whether such damages arise from breach of contract, tort (including negligence) or otherwise and regardless of whether such damages were foreseeable or whether Arrow4D has been advised of the possibility of such damages

15.5. The Customer acknowledges that some systems, hardware and/or software may not be able to support the Software. The Customer acknowledges:

- a) that it has made appropriate investigations into the necessary systems, hardware and/or software required to support the use of the Software;
- b) that the performance of the Software may vary with the equipment and telecommunication connections with which it is used;

15.6. In addition to the disclaimers of warranties and limitations of liability set forth in these Terms and Conditions, Arrow4D cannot guarantee, and assumes no responsibility or liability in connection with, access to the online platform where the Software will be made available for download or access, nor for any purchases, payments, transactions or other commercial activities made using third party payment resources. The Customer acknowledges the above point, and agrees to exclusively analyse the agreements it may have with the card issuer, payment network or merchant or platform to resolve any questions or disputes related to its supported cards, supported virtual cards and associated commercial activity.

15.7. In relation to the warranties expressly provided herein, Arrow4D, its partners or authorised licensors shall not be directly or indirectly liable in contract, tort, delict or otherwise for:

- a) any loss of any kind whatsoever arising out of or suffered in connection with the Software, including, without limitation, any loss or event relating to any data collected or obtained through the Software and stored on Arrow4D's cloud platform or its brand;
- b) any losses arising out of or in connection with damages from any breach of security or any other security intrusion of the Software
- c) any loss of revenue, business, savings or anticipated profits, reputation, data or any indirect or consequential loss howsoever arising or suffered in connection with the Software;
- d) any claim(s) relating in any way to the Customer's inability or failure to perform any work or other work in connection with the investigation or to perform such legal or other related work properly or completely, even if assisted by Arrow4D, its affiliates and/or licensors of the foregoing, or to any decision made or action taken by the Customer in reliance on the Software;
- e) any loss of profits (whether direct or indirect) or any consequential, exemplary, incidental, indirect or special damages relating in whole or in part to the Client's rights hereunder or to the use of or inability to use the Software, even if Arrow4D, its Affiliates and/or the licensors of the foregoing have been advised of the possibility of such damages;
- f) any liability of the Customer to third parties that may arise.

15.8. The Customer assumes sole responsibility and Arrow4D shall not be liable for the use of the Software by the Customer, including without limitation any content uploaded, stored or obtained in connection therewith, or by any user, and the Customer shall indemnify and hold Arrow4D, its affiliates, employees, directors or representatives harmless from and against any and all claims, costs (including without limitation legal fees), damages, losses and liabilities arising from such use.

15.9. Arrow4D shall not be liable in the event that the Software fails to operate due to one or more of the following reasons

- (a) malfunction of the Software not caused by Arrow4D;
- (b) malfunction or incompatibility of third party hardware, systems, software or devices used by or in connection with the Software;
- (c) the Customer's negligence or fault;

(d) the Customer's failure to follow the instructions in the manuals provided by Arrow4D;

(e) changes to the operating environment not authorised by Arrow4D;

(f) modifications or changes to the software and/or hardware not made, authorised or suggested by Arrow4D;

(g) the Customer's failure to update the Software to the latest version made available by Arrow4D and to implement and maintain an adequate and appropriate backup and recovery system for the Software and associated files.

15.10. If Arrow4D determines that a failure is caused by the occurrence of one of the events specified in Clause 15.9, Arrow4D reserves the right to charge the Client for its work in investigating such failure at its applicable rates. At the Customer's request, Arrow4D will assist the Customer in rectifying the fault for a fee to be agreed.

15.11. Nothing in these Terms and Conditions confers or purports to confer on any third party any benefit or right to enforce any term hereof

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16. Compensation and remedies

16.1. Customer agrees to indemnify, defend and hold harmless Arrow4D and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, defects, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of any kind, including attorneys' fees, arising out of or in connection with Customer's use or misuse of the Software or Customer's violation of these Terms and Conditions, including, but not limited to, content Customer submits or makes available through the Software.

16.2. Customer's sole and exclusive remedy for any breach of Arrow4D's obligations under the Software Subscription shall be to cause Arrow4D to re-perform the defective services in accordance with the specifications provided herein pursuant to Clause 9.

16.3. In connection with the warranty provided herein, the sole and exclusive remedy of the Customer and Arrow4D, its affiliates and/or licensors for any claim(s) for damages relating to the Software made against them, individually or jointly, whether based on contract or negligence, shall

be limited to the total amount of the fees paid by the Customer for the particular aspect of the Software, individually or collectively, whether in contract or in negligence, shall be limited to the total amount of fees paid by the Customer for the particular aspect of the Software that is the basis of the claim(s), which forms the basis of the claim(s) during the twelve (12) month period preceding the event giving rise to such claim.

16.4 The remedies provided in these Terms and Conditions are the Customer's exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of Arrow4D for any direct or indirect damages arising out of, relating to or in connection with the Software Subscription and the use of the Software, including but not limited to the licensing, delivery, installation, use or performance of the Software or the integration of the Software with other software or hardware and any data collected.

17. Complaints for infringements

17.1. The Customer shall inform Arrow4D immediately if he becomes aware of

- a) any unauthorised use of the Software
- (b) any actual, threatened or suspected infringement of intellectual property rights of Arrow4D, its affiliates and/or licensors of the aforementioned in the Software of which the Customer becomes aware;
- (c) any claim by a third party that the Software infringes the intellectual property or other rights of any other person.

17.2. Customer shall, at Arrow4D's request and expense, do all things reasonably necessary to assist Arrow4D in taking, or defending against, proceedings in respect of any infringement or claim referred to in this Clause 17, and to maintain the validity and enforceability of the intellectual property of Arrow4D, its Affiliates and/or licensors of the foregoing in the Software.

17.3. In the event that a claim of infringement is brought against Arrow4D, or the Customer in relation to the Software, Arrow4D shall be entitled to terminate the Subscription to the Software and in such event return to the Customer the Fees prepaid for the remainder of the relevant Subscription Period.

17.4. These Terms and Conditions contain Arrow4D's entire obligation, and the Customer's exclusive remedies, in respect of any alleged breach arising out of or based on the Software used by the Customer.

18. Compliance with the law

18.1. The Customer agrees to use the Software and any Services provided in connection therewith in compliance with all applicable laws, including the local laws of the country or region in which the Customer resides or in which the Customer downloads or uses the Software and/or the Services. The functionalities of the Software and/or the Services may not be available in all languages or regions and some functionalities may vary by region. An Internet connection is required for some features of the Software and/or Services

18.2. Customer agrees to comply with all relevant export laws and regulations (collectively, Export Laws) to ensure that the Software or any part thereof is not exported, directly or indirectly, in violation of any Export Laws, and that no access to the services specified by Customer is given to any embargoed country or its nationals, or any other embargoed/denied persons listed from time to time by Switzerland, Germany and the United States or other countries. Arrow4D shall not be liable for any default or delay caused by Customer's efforts to comply with any Export Laws. If the Export Laws change after the commencement of the Subscription Period and such changes materially inhibit or prohibit Arrow4D from performing its obligations hereunder, Arrow4D shall not be liable for their non-performance, and both Arrow4D and Customer shall have the right to terminate the Software Subscription with respect to the applicable Software without any compensation or remedy.

18.3. The Software may be subject to certain Export Laws, in particular in Switzerland, Germany and the United States. The Customer shall not, directly or indirectly, export, re-export or release the Software to, or make the Software accessible from or to, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation, in particular in such jurisdictions. Customer shall comply with all applicable

laws, regulations and legal rules, and complete all necessary undertakings (including obtaining any necessary export or other governmental approval), before exporting, re-exporting, releasing or otherwise making the Software available.

19. Pre-paid software

19.1. Clause 19 applies to all Customers who contract the Software and/or all Services connected thereto under Arrow4D's prepaid software plan (the Prepaid Software), and is subject to these Terms and Conditions and in particular to this Clause 19.

19.2 The Customer acknowledges and agrees that the Software and/or Services under the Prepaid Software may only be used with the original hardware device declared on the Order Form and purchased from Arrow4D, or any of its authorised distributors (the Device) and is conditional upon prepayment in full of the Fee.

19.3 Upon expiry of the Prepaid Software Term for any reason, you cease to be entitled to Updates, Maintenance and Support Services or access to any cloud services provided in connection with the Software and Clause 11.4(b) applies.

20. Preliminary versions

20.1. Arrow4D may, from time to time, at its sole discretion, make available to certain Customers, free of charge, certain beta, trial, demo or test versions of any Software and Services for the sole purpose of testing their functionality and overall experience in exchange for providing Arrow4D with customer, application and market feedback, on the terms set forth herein (Versions). To the extent Customer has received access to any such Versions, Customer agrees as follows:

- (a) Arrow4D, in its sole discretion, will grant Customer access to certain Versions of the Software or the Services as it deems appropriate on a non-exclusive, non-assignable and strictly confidential basis, allowing Customer to test and evaluate

the functionality and overall experience of such product under everyday conditions and to provide feedback thereon to Arrow4D, as well as to report any bugs, glitches or imperfections it may discover in any Version or in affiliated materials. The rights provided herein to test the Versions are fully revocable at any time.

b) The Customer shall provide to Arrow4D, in consideration of access to the respective Version, feedback and statistics for the Versions as provided, including, without limitation, market and customer testimonials.

c) The Customer shall be entitled to use the Version within the meaning of these Terms and Conditions for the period designated by Arrow4D.

d) The Client grants Arrow4D the limited right to use its name, logo and/or trade mark, as applicable, for any advertising, promotional or sales literature without its prior consent. Arrow4D may also refer to the Customer as a reference in marketing documentation and activities related to the Software or Services, provided that such use is in accordance with good commercial practice and in good faith.

e) During the testing period, Arrow4D may ask the Customer to provide feedback on the performance of the Version. Customer agrees to provide appropriate feedback within the allotted time period. By submitting its feedback and evaluation of the Version, the Customer grants Arrow4D permission to use its feedback for the purposes of subsequent product scope, development and promotion and irrevocably assigns, without limitation and free of charge to Arrow4D all right, title and interest in and to any such feedback with all intellectual property rights connected therewith or arising therefrom.

f) Except for the rights expressly granted herein, Customer shall not claim any right, title or interest in or to any Version or any relevant documentation. Arrow4D reserves any and all right, title and interest in and to any Version provided to the Client.

g) The Customer undertakes to keep for a period of five (5) years after the expiry or termination of the trial period for any reason, the Versions and any information provided and obtained in connection therewith in strict confidence, and shall not use, publish, make public or disclose in any way any information relating to the Version or feedback provided hereunder, including, without limitation, any results, reports, bugs, feedback, images or photographs and any information provided and

obtained in connection with the Versions. Customer agrees that it will not at any time engage in any action, directly or indirectly, that disparages or results in the disparagement of Arrow4D or the Release.

h) In addition to Clause 15 of these Terms and Conditions, Customer acknowledges and agrees that the Beta Version is a test version, delivered as-is and as available, and the Version may not operate properly and may be substantially modified before being delivered or withdrawn. Arrow4D shall have no liability or obligation of any kind to Customer with respect to the Release. Arrow4D does not warrant or guarantee the Version in any way and disclaims any warranties of fitness, merchantability, security and the like, including, without limitation, its condition; conformity with any representation or description; loss of data or interruption of service; the existence of any latent or patent defects; and title, merchantability or fitness for a particular purpose or use. In no event shall Arrow4D be liable for any damages arising out of the use or inability to use the Versions.

(i) Arrow4D shall not be obliged to provide the Customer with any maintenance, technical or other support for the Version.

21. General Provisions

21.1. Arrow4D reserves the right to change or modify any provision of these Terms and Conditions. Unless the Client is notified to the contrary by Arrow4D in writing, such changes shall only apply after the expiry of the Initial Subscription Period or after the expiry of the Renewal Period in force, as the case may be.

21.2. Arrow4D shall not be liable for any delay or failure in performance hereunder if caused by factors beyond its control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, failure of telecommunications or Internet services, industrial or labour dispute, inability to obtain required supplies and the like.

21.3. Arrow4D may assign or transfer any of its obligations under these Terms and Conditions or any rights and obligations hereunder to an Affiliate or a third party in each case without the prior consent of the Client. Arrow4D may, without the prior written consent of the Client and without prior notice, assign any benefit or transfer, delegate or subcontract any of its duties and obligations hereunder to a third party.

21.4. The Customer shall not assign, sub-licence or otherwise transfer any part or portion of the Software Subscription.

21.5. Except as otherwise provided, all notices and correspondence shall be sent in writing to Arrow4D - Consultores de Engenharia e Geofísica or NIOTANTEK®, located at NERE, PITE, Rua circular norte, sn, escritório 22, 7005-84 Évora (Portugal) or info@niotantek.com, or such other addresses as may be notified to the Customer in writing from time to time; and to the Customer at the address set out in the applicable Order Form, unless otherwise notified to Arrow4D in writing.

21.6. Arrow4D's General Terms and Conditions, as amended from time to time, are located at www.niotantek.com.

22. Law and jurisdiction

22.1. Unless otherwise stated, the place of performance of these Terms and Conditions shall be the registered address of Arrow4D - Consultores de Engenharia e Geofísica in Portugal (Europe).

22.2. These Terms and Conditions and this Clause 21 shall be governed by and construed in accordance with the internal laws of Portugal (Europe).

22.3. All disputes arising out of or in connection with these Terms and Conditions, including disputes over binding effect, amendment and termination, shall be brought exclusively before the District Court of Évora, Portugal.

Date: 10th March 2025