

End User License Agreement for Geo Marine Survey Systems Software

IMPORTANT—READ CAREFULLY: This agreement is the End-User Software Licensing Agreement (hereinafter referred to as this "EULA") between you (either an individual or a single User) and the **Geo Marine Survey Systems ("GMSS")** for the use of **GeoSuite AllWorks AllWorks** and **GeoSuite Acquisition Software** (hereafter **GMSS Software**). This EULA includes computer software, printed materials, "online" or electronic documentation, and Internet-based services ("Software update"). An amendment or addendum to this EULA may accompany the GMSS Software. Please read this EULA carefully before you use or download the Software mentioned in this EULA. Your use of GMSS Software will be deemed as your acceptance of all the terms and conditions, which may be amended from time to time in this EULA. Otherwise, please do not use or download any GMSS Software. You may access a copy of this EULA anytime by visiting GMSS's website (<https://ww2.geosys.nl/>) and retain a copy for future reference.

PERMITTED USE

GMSS grants you the rights described in this EULA, provided that you comply with all terms and conditions of this EULA. Subject to the terms of this Agreement, GMSS grants you a limited, nonexclusive and revocable license to use the GMSS Software for your personal or commercial use. The GMSS Software shall not be used for any other purpose.

RESTRICTED USE

You may make a copy of the GMSS Software on a computer hard disk drive. You may not distribute, provide or otherwise multiply the GMSS Software through any networks so that it is available to multiple devices or computers simultaneously.

You may sell, lease or lend, or distribute the GMSS Software to any third party, provided that: (1) the transfer must include all your GMSS Software and (if applicable) GMSS hardware device; (2) the party that receives the GMSS Software and the hardware device has read and accepted all the terms and conditions of this EULA.

Except as otherwise expressly permitted, you shall not nor allow any other person to publish, modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise create derivatives of the GMSS Software without the prior written consent by GMSS or unless expressly permitted by applicable law. In addition, you are expressly prohibited from exporting, decoding or modifying the source code of the GMSS Software or engaging in any attempts to decode, modify, or permit others to access, decode or modify any part of the GMSS Software or the services it provides.

You agree not to use the GMSS Software and related update content to engage in one or more of the following activities: (1) use any part of the GMSS Software beyond the scope of this EULA; (2) use the GMSS Software in a deceptive way or for deceptive purposes; (3) remove any copyright declarations or prompts contained in the GMSS Software; (4) attempt to destroy, bypass, change, invalidate or escape from the GMSS Software and/or any digital rights management system that is part of the organic composition of the GMSS Software; and/or (5) perform other improper or illegal acts.

You agree that you shall only use the GMSS Software in compliance with all applicable laws and regulations of the country or region in which you reside or use the GMSS Software, including but not limited to the local laws of the country or region where you live, download or use the GMSS Software and services.

Limitations of Use

You may not use **GMSS** intellectual property to develop GMSS Software or similar Software or design, develop, manufacture, sell or licence third-party devices/accessories associated with GMSS devices without **GMSS's** prior consent.

Reservation of Rights

GMSS retains all rights and titles to the GMSS Software and reserves any other rights not expressly granted to you by this EULA.

Termination and Ongoing Effectiveness

This EULA is effective from the first date you download, install or use the GMSS Software. You may terminate this EULA at any time by permanently deleting or destroying the GMSS Software, all backup copies and all related materials provided by GMSS. GMSS may terminate this EULA at any time without notice if you fail to comply with any terms or conditions of this EULA. Once the EULA is terminated, you **MUST** stop using the GMSS Software and delete all the GMSS Software and associated materials already copied and/or installed on your computer or elsewhere immediately.

Disclaimer of Warranties

YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. GMSS DO NOT MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY BY GMSS THAT THE FUNCTIONS CONTAINED IN THE GMSS SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT.

Limitation of Liability

The GMSS Software, procedures, and recommendations are given to the best of our knowledge. In no circumstances can GMSS be held liable for any omission, erroneous interpretation or understanding of the manual's content or for any damage or accidents directly or indirectly related to this EULA. Therefore, GMSS and its licensors shall not be liable to you or any third party for any loss of profits, revenue or goodwill, costs of procurement of substitute goods or services, loss or interruption of business, loss of anticipated savings, or loss of data, or any indirect, exemplary, punitive, special, incidental or consequential damages of any kind arising from or related to this EULA, however, caused and regardless of the form of action whether in contract, tort (including negligence), strict product liability or any other legal or equitable theory even if GMSS has been advised of the possibility of such damages. In no event will GMSS's aggregate cumulative liability for any claim arising out of or related to the performance or non-performance of this EULA exceed the fees paid to GMSS by you hereunder for the then-current support term.

Technical Support

GMSS will provide technical support for the Software described in this EULA for the first two years of purchasing the GMSS Software for free and thereafter provide technical support if you subscribe to a Software Support and Maintenance Agreement. GMSS provides support to help you get (as quickly as possible) the maximum out of the software package's capabilities. Support will be provided for installing, using, and up-dating/-grading the software package.

The provided support will consist of:

- Online/e-mail support during regular business hours of the GMSS (9:00-17:00 hrs., Amsterdam time), excluding weekends and holidays. Assistance can be requested and provided by e-mail, phone, or Skype (see www.geosys.nl/contacts for contact details).
- GMSS can provide 24/7 emergency support for a finite period on your request; this will be charged separately at your expense.
- Access to training documents and other relevant documents through the GMSS website (see www.geosys.nl).

All support and maintenance shall be conducted in the English language only.

Jurisdiction and Governing Laws

The validation, interpretation, modification, fulfilment, and dispute settlement of this EULA are governed by Dutch law, and do not regard its conflicts of laws provisions. You agree that this EULA is signed in Rotterdam, The Netherlands. If any dispute arises concerning the content or performance of this EULA, the dispute shall be settled through friendly negotiation. In the event that the dispute cannot be settled through negotiation within three months, either party shall submit the dispute to the Dutch Court with jurisdiction in the place of signing.

Confidential Information.

In the event either party obtains access to the Confidential Information of the other party in the course of performing this EULA, the party obtaining such information shall maintain the confidentiality of such information, in the same manner, it keeps the privacy of its own similar Confidential Information, but in no event with less than reasonable care. "Confidential Information" of either party means any information disclosed on written or magnetic media before, during or after the effective term of this EULA is marked "confidential" or with a similar legend at the time of disclosure to the receiving party.

Contact Information

If you have any questions, comments, or suggestions, please contact us via phone or e-mail. For a complete list of our phone numbers or e-mail address, please visit our website at <https://ww2.geosys.nl/>

Last updated: July 2023