



## Leosphere' Software Terms and Conditions February 2019

### 1. Definition of Leosphere' Software License

Any Leosphere (“**LS**”) Wind LIDARs (“**Product**”) sold by one of its distributors (the “**Distributor**”) shall be provided to its customers (“**End User**” or “**Client**”) with the following attached License for attached LIDAR Software.

*This license is entered into between LEOSPHERE, S.A.S, a legal entity formed under the laws of France (“LEOSPHERE”) and the Client.*

*WHEREAS the Client has purchased from XXX the Product as defined in the agreement executed between the XXX and the Client (the “Agreement”).*

*WHEREAS LEOSPHERE is the holder, directly or by way of licenses, of all intellectual property rights and know-how pertaining to the LIDAR Software included in the Product.*

*WHEREAS the first use of the Product implies full acceptance by the Client of the terms of the License hereof.*

#### 1. Rights of use granted

*LEOSPHERE grants the Client the non-exclusive and non-transferable rights to:*

*(i) Install the LIDAR Software on the servers and/or computers used by the Client, with no limitation to the number of servers as indicated on the Agreement.*

*The Client shall install by its own means the LIDAR Software on its server(s).*

*(ii) Use the LIDAR Software according to the instructions provided in the User's Manual.*

*The rights granted under this LIDAR Software License are granted to the Client for the time period corresponding to the time period during which the LIDAR Software's intellectual property rights are legally protected.*

#### 2. Back up copy and transfer of right to use

*The Client is authorized to create one and only one copy of the LIDAR Software, for the sole purpose of being used as a backup copy. The Client warrants that in producing the back up copy it shall also reproduce all clauses regarding LEOSPHERE's property and copyright rights related to the LIDAR Software. Any other reproduction of the LIDAR Software, whether complete or partial is strictly prohibited.*

*As an exception, the Client is authorized to transfer, at its own risk, the LIDAR Software to a server and/or computer other than the Authorized Server(s) should an Authorized Server be momentarily disabled. Should this exceptional event occur, the Client shall immediately notify LEOSPHERE.*





### 3. Restrictions

*Any use of the LIDAR Software that has not been expressly provided for under this AGREEMENT is prohibited, including:*

- *Any installation or use on a server other than the Authorized Server(s) identified in the Specific Conditions;*
- *Any use, modification, adaptation, translation, or arrangement of the LIDAR Software ;*
- *Any decompilation, reverse engineering, or disassembly of the LIDAR Software, whether complete or partial other than as legally provided for at the time;*
- *Any grant, transfer, lease, supply, communication with third party, whether complete or partial, for consideration or for free, of the LIDAR Software or of any rights granted under this AGREEMENT;*
- *Any merging, even partial of the LIDAR Software with any other program.*

*It is expressly agreed that the Client is prohibited to correct any abnormality whatsoever, LEOSPHERE reserving to itself this right.*

