

SBG SYSTEMS - Loan Agreement

This Agreement is entered into by and between University of BONN, represented by the Provost, Regina-Pacis-Weg 3, 53113 Bonn, (Incorporated hereinafter referred to as "Customer") and SBG SYSTEMS represented by Ludovic Bazin, 1, avenue Eiffel, 78420 Carrières-sur-Seine, France (hereinafter referred to as "SBG SYSTEMS").

RECITALS

SBG SYSTEMS is a company with principal place of business at 1 avenue Eiffel, 78 420 Carrières sur Seine France. SBG SYSTEMS is engaged in the business of developing, manufacturing, and selling Inertial & Navigation sensors. Customer is an Applications company of a business establishment located at CUSTOMER University of Bonn, Chair of Photogrammetrie, Nussallee 15, 53115 Bonn, Germany.

SBG SYSTEMS agrees to loan to the customer Inertial & Navigation sensors for purpose of testing said sensors before committing to a purchase.

ARTICLE 1: Term

The loaned sensor and development Kit (D.K), antennas and cables will be loaned for a period not to exceed 3 weeks for the sole purpose of testing performance and validity for customer's application. This loan will commence on the day of receipt and sensor shall be returned within 3 weeks. Timely dispatch by the customer is sufficient to meet the return deadline.

In the event of a failure to return the unit within 3 weeks of receipt of the specified loaned equipment (timely dispatch is sufficient), SBG Systems will invoice for the purchase of the loaned equipment outright at full list price of 6.330,00 €. No rental fee will be added. In this case, the customer acquires ownership.

ARTICLE 2: Security deposit

Customer shall pay SBG SYSTEMS 0€ (**NON-Applicable**) as a security deposit in the event that sensor is damaged or not returned. Sensor will be shipped to customer once security deposit has been received. Once sensors and development kit, antennas, cables are returned and controlled, and being fully functional, security deposit will be returned to customer within 2 business days. If the sensor is lost, stolen, or damaged upon return through the fault of the customer, SBG Systems is entitled to claim damages.

Article 3: Proprietary/ confidential information

In order to protect both parties SBG SYSTEMS and Customer, the attached Non-Disclosure Agreement (NDA) document (addendum "A") has to be agreed upon and signed by both parties involved.

NON-Applicable

Inertial Navigation**ARTICLE 4: Ownership of Inertial & Navigation sensor**

It is understood and agreed by and between the parties that the following SBG SYSTEMS Inertial & Navigation sensors, components and parts loaned to customer by SBG SYSTEMS are and shall remain the property of SBG SYSTEMS, unless the customer acquires ownership according to Article 1. (attached delivery order BL210910793) :

- [100-2412] Cable SMA Male/Male – 3m : 2 units
- [100-2485] TW7972 | Triple Band Antenna with L-band : 2 units
- [100-1137] CA-ELI-SPLIT-RS232-DB-0.5M : 1 unit
- [100-1184] DK-ELI-D : 1 unit
- [100-2424] ELLIPSE-D | Land Air INS – GNSS RTK : 1 unit

ARTICLE 5: Entire Agreements

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes any and all agreements, understandings, statements, or representations either oral or in writing.

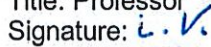
ARTICLE 6: Governing Law

The validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties hereunder shall be interpreted and construed pursuant to and in accordance with the laws of France.

SBG SYSTEMS

NAME: Ludovic BAZIN
Title: Technical Support Manager
Signature: L BAZIN
Date: 16/09/2021

CUSTOMER

NAME: Cyrill STACHNISS
Title: Professor
Signature: 
Date: 04/10/2021