BRIMAP

Metashape Plugin

END USER LICENSE AGREEMENT

(EULA) — English translation

Version: 1.1 (applies to BRIMAP Metashape Plugin from version 1.1.0)

Effective date: 18 November 2026

Producer: BRIMAP — a trade name of Paweł Wiącek Badania Rozwój Innowacje | support@brimap.pl

IMPORTANT: Before installing, copying or using the BRIMAP Metashape Plugin software, read this End User License Agreement carefully. Installing, activating or using the Software constitutes acceptance of all terms of this Agreement. If the User does not accept these terms, the User may not install or use the Software. This is a translation; the Polish version of the Agreement prevails (section 11.6).

§ 1. Definitions

For the purposes of this Agreement, the following definitions apply:

- **Software** - the BRIMAP Metashape Plugin together with all its modules, libraries, compiled .pyd files, AI Models, processing pipeline templates, geospatial data, documentation, examples and all updates and patches made available by the Producer.
- **Producer** - Paweł Wiącek, conducting business activity under the name Paweł Wiącek Badania Rozwój Innowacje, Tax ID (NIP): 9452281806, with registered office at ul. Stefana Banacha 45/44, 31-235 Kraków, Poland, the author and owner of all copyrights to the Software
- **User** - a natural or legal person who has installed the Software or accepted the terms of this Agreement.
- **License** - an individual, non-exclusive and non-transferable license key assigned to one workstation of the User.
- **Activation** - the process of verifying the license key with the Producer's license server and binding it to a unique computer identifier (Hardware ID), derived from the Windows installation identifier.
- **License Server** - an online service operated by the Producer that enables Activation, verification and deactivation of the License.
- **Metashape** - the Agisoft Metashape Professional software for which the Software is a plugin. Metashape is a separate product of Agisoft and is not covered by this Agreement.
- **GUGiK Data** - spatial data (DTM, DSM, orthophotos, LIDAR survey data and land and building register data - EGiB) made available by the Polish Head Office of Geodesy and Cartography (GUGiK) through the Geoportal.gov.pl service. These data are owned by GUGiK and are subject to separate terms of use.
- **AI Models** - the Producer's machine learning models used to detect and classify ground control points in photos, distributed exclusively as encrypted .bmod files.
- **Processing Pipeline** - an ordered sequence of processing steps (functions of the Software and Metashape) executed automatically for selected chunks of a Metashape project and saved in a .brimap-pipeline.json file. A pipeline may be created by the User or based on a template provided by the Producer.
- **Processing History** - a record of operations performed on a Metashape project chunk (parameters, results, duration, accuracy statistics), stored in the User's Metashape project.
- **E-mail Notifications** - an optional function of the Processing Pipeline which, when processing finishes, on an error or on a stop, sends run data to the License Server in order to send e-mail messages to the addresses specified by the User.
- **Free Features** - functions of the Software available without a License and without a time limit: the Processing Pipeline excluding Premium Features (including optimized photo matching and the generation and export of products), Photo and GCP Import, Accuracy Report, Processing History, Height Conversion, Project Boundary Creation and - in the Polish edition - GUGiK Data Download.
- **Premium Features** - functions of the Software that require an active and valid License: GCP Detection including the gross error check, Iterative Alignment Optimization, E-mail Notifications and Projecting Vectors onto Photos.
- **Update Period** - the period during which the User is entitled to use updates of the Software: for an annual License - its validity period; for a perpetual License - 12 months from the date of Activation.

- **Geoid Catalog** - a list, made available by the Producer, of geoid models developed by third parties (national geodetic agencies and other institutions), downloaded by the Software at the User's request.

§ 2. Subject of the Agreement and Functional Scope

2.1. The Producer grants the User a non-exclusive, non-transferable License to use the Software under the terms set out in this Agreement.

2.2. The BRIMAP Metashape Plugin is a functional extension of Agisoft Metashape Professional and offers the following modules:

- **Processing Pipeline** - an editor and automatic processing engine for composing, saving and running a sequence of steps (data import, photo matching and alignment, GCP detection, iterative optimization, accuracy report, generation and export of products: dense point cloud, DEM, orthomosaic, 3D model) for one or many chunks, with run conditions, stop criteria, ready-made templates and E-mail Notifications. The module replaces the “Automatic Photo Alignment” function available in versions 1.0.x.
- **Photo and GCP Import** - import of photos (split into calibration groups by subfolder, or into separate chunks by subfolder or by separate areas), camera and GCP coordinates from text files, coordinate system unification and height conversion.
- **GCP Detection** - automatic detection and localization of ground control points (GCPs) in photos using the AI Models (TensorFlow/Keras), including a gross error check (erroneous GCPs and photo positions).
- **Iterative Alignment Optimization** - estimation of observation accuracies from the photo block data, selection of the number of GCPs and a check of the rolling shutter model, minimizing errors on check points (CP).
- **Accuracy Report** - automatic generation of a PDF report with alignment statistics, accuracy classes and a verdict of compliance with the technical requirements for photogrammetric surveys.
- **Processing History** - review of the Processing History of chunks, comparison of chunks against the expected accuracy class and export of the history to CSV files.
- **Height Conversion** - transformation of ellipsoidal heights into normal (orthometric) heights using the PL-EVRF2007-NH or PL-KRON86-NH geoid models, models from the Geoid Catalog or a model in .tif format supplied by the user, with a log of performed conversions that protects against double transformation.
- **Project Boundary Creation** - generation of a polygon of the survey extent based on camera positions.
- **GUGiK Data Download** - download from Geoportal.gov.pl of DTM, DSM, orthophotos (from the current grid or from map sheets with year selection), LIDAR point clouds and EGiB data (parcels, buildings) for the project area.
- **Projecting Vectors onto Photos** - projection of the project's vector data (e.g. EGiB) onto photos and generation of photos with the objects overlaid.

2.3. Free Features are available without a License. Access to Premium Features depends on holding an active and valid License in accordance with § 4. The Producer may change the scope of Free Features in subsequent versions of the Software; such a change does not affect versions already installed by the User.

2.4. Geoid models from the Geoid Catalog are not part of the Software. They are made available unmodified under the licenses of their authors (including CC-BY 4.0, CC0, public domain), indicated in

the Software for each model. The User uses them in accordance with these licenses, in particular with the required attribution. The Producer is not responsible for the accuracy of third-party geoid models.

§ 3. System Requirements and Dependencies

3.1. Correct operation of the Software requires:

- An installed Agisoft Metashape Professional application (the current stable version, at least 2.3.0, is recommended).
- Operating system: Windows 10 or later (64-bit).
- Internet access for License Activation, its regular verification (when Metashape starts and every 24 hours), downloading the AI Model keys and - if the User uses them - downloading GUGiK Data and models from the Geoid Catalog and sending E-mail Notifications. Perpetual Licenses may be used without a permanent Internet connection after Activation.
- Additional Python libraries: TensorFlow, Keras, NumPy, Pandas, OpenCV, GeoPandas, Rasterio, Shapely, Matplotlib, Pillow, ReportLab, Requests, PyCryptodome and their dependencies - installed automatically by the Software installer.

3.2. The Producer does not guarantee operation of the Software if the requirements of section 3.1 are not met or if it is used with unsupported versions of Metashape.

3.3. The Software uses public GUGiK services (Geoportal WCS and WFS). Only the extent of the survey area is sent to these services. The Producer is not responsible for the availability, completeness or quality of data provided by GUGiK.

§ 4. License, Activation and Restrictions

4.1. Grant of License

After purchasing a License and completing Activation, the Producer grants the User a **non-exclusive, non-transferable** and **single-seat** license to install and use the Software solely on one computer with an identified Hardware ID, for the validity period of the License.

4.2. Activation

1. The License requires Activation by connecting to the Producer's License Server.
2. One license key may be active on only one device at a time.
3. Transferring the License to another device requires prior Deactivation on the current workstation.
4. The Producer reserves the right to limit the number of activation/deactivation cycles.
5. The Software verifies the validity of the License automatically when Metashape starts and every 24 hours. If verification fails, access to Premium Features is blocked until the next successful verification. Without a connection to the License Server, local verification is permitted only for perpetual Licenses.

4.3. License Restrictions

The User is not entitled to:

- copy, reproduce or distribute the Software in whole or in part without the Producer's written consent;
- reverse engineer, decompile or disassemble the Software - in particular the compiled .pyd modules - except where expressly permitted by mandatory provisions of law;
- modify, translate or create derivative works based on the Software;
- rent, lease, lend, sublicense or resell the Software or the rights under this Agreement to third parties;
- remove or alter any copyright notices, trademarks or other information contained in the Software;
- circumvent or disable the License verification and Software protection mechanisms;
- extract, decrypt, copy or use the AI Models and cryptographic keys outside the Software, including for training, evaluating or reproducing other models;
- use the Software in a manner inconsistent with applicable law, technical standards or this Agreement.

§ 5. Intellectual Property and Code Protection

5.1. The Software, including all its elements - source code, compiled .pyd modules, AI Models (.bmod files), processing pipeline templates, configuration data, computational grids, graphics and documentation - is the exclusive property of the Producer and is protected by the Polish Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws 2022, item 2509, as amended) and other intellectual property laws.

5.2. This Agreement does not transfer any ownership rights to the Software to the User. The User obtains only the right to use the Software in accordance with the terms of the Agreement.

5.3. The Software code is distributed in compiled form (.pyd files). Any attempt at reverse engineering or unauthorized access to the source code constitutes a breach of this Agreement and of applicable law and may result in immediate termination of the License and claims by the Producer.

5.4. The AI Models are distributed exclusively in encrypted form. The cryptographic keys that allow them to be read are provided by the License Server to Users with an active License and stored on the User's computer in encrypted form, bound to the Windows user account. The AI Models and cryptographic keys constitute the Producer's trade secret.

5.5. Processing pipelines created or modified by the User (.brimap-pipeline.json files), the Processing History and processing results (Metashape projects, accuracy reports, photogrammetric products) are the property of the User. Pipeline templates provided by the Producer are part of the Software - the User may modify them and save them as their own pipelines for the purpose of using the Software.

§ 6. Personal Data and Privacy

6.1. During Activation and License verification, the Software sends the following data to the License Server: the license key, the unique hardware identifier of the computer (Hardware ID), the installed Software version number and the selected interface language (Polish or English). In response, the License Server provides the License data and the AI Model keys. Subject to section 6.2, the Software does not send photos, Metashape projects, GCP coordinates or processing results to the Producer.

6.2. If the User enables E-mail Notifications, the Software sends to the License Server, in addition to the data in section 6.1: recipients' e-mail addresses, the pipeline name, the project path and computer name, chunk names and statuses, processing times, notes and output file paths and, depending on the settings, accuracy results, the last lines of the processing log and PDF accuracy reports as attachments. These data are used solely to compose and send the message. The User is responsible for ensuring that the specified recipients may receive this information.

6.3. The License Server stores activation data (first name, last name and e-mail address of the License owner, License type, expiry date, Update Period) entered when the key is issued, and the communication language selected by the User (on the website, in the installer or in the Software), which is used in e-mail messages concerning the License.

6.4. The Producer processes the User's personal data solely for the performance of this Agreement, License management and technical support, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

6.5. Data are not transferred to third parties, except to the provider of the License Server infrastructure (Railway) and - when E-mail Notifications are used - to the e-mail delivery service provider (Resend). When a model is downloaded from the Geoid Catalog, the file hosting provider (Cloudflare) receives only the User's IP address and the name of the downloaded file.

6.6. The User has the right to access, rectify and erase their data and to object to processing. To exercise these rights, contact: support@brimap.pl.

§ 7. Disclaimer of Warranty and Limitation of Liability

7.1. DISCLAIMER OF WARRANTY. The Software is provided **“AS IS”**. The Producer gives no warranties, express or implied, including in particular warranties of fitness for a particular purpose, freedom from defects, accuracy of results or non-infringement of third-party rights.

7.2. Software supporting surveying work is an auxiliary tool. Final responsibility for the correctness and completeness of surveying and photogrammetric deliverables rests solely with the User as the person authorized to perform this work.

7.3. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, the Producer is not liable for any indirect, incidental, special or consequential damages or for loss of profit, data or goodwill arising from: (a) the use of or inability to use the Software; (b) errors or inaccuracies in calculation results; (c) unavailability of the License Server; (d) the use of data downloaded from GUGiK services; (e) failures of the User's hardware or system software.

7.4. The Producer's total liability under this Agreement shall not exceed the amount actually paid by the User for the License during the 12 months preceding the event giving rise to the claim.

7.5. The Processing Pipeline and other automatic functions perform operations that change the Metashape project (including disabling photos, changing the split of GCPs into GCP and CP, rejecting GCPs and changing the weights of photos identified as gross errors, changing the camera model, removing points, merging chunks, overwriting products and export files). Processing parameters and stop criteria are chosen by the User. Before starting processing, the User should save a copy of the project and verify the results before using them in a deliverable.

§ 8. Updates and Technical Support

8.1. The Producer may make updates and patches to the Software available at its own discretion. Use of updates is subject to the terms of this Agreement unless the update is delivered with a separate license agreement.

8.2. The Producer is not obliged to provide updates or patches within any specific time frame.

8.3. Technical support is provided electronically at support@brimap.pl, to the extent and within the time frames determined by the Producer. The Producer does not guarantee a response time.

8.4. The Producer reserves the right to end support for older versions of the Software with a reasonable notice period.

8.5. As part of updates, the Producer may change, combine, replace or withdraw individual functions of the Software, provided that its essential usefulness is preserved. In particular, in version 1.1.0 the “Automatic Alignment” function was replaced by the Processing Pipeline.

8.6. An annual License entitles the User to use updates made available during its validity period. A perpetual License entitles the User to use updates made available during the Update Period, i.e. for 12 months from the date of Activation. A User of a perpetual License may use versions of the Software made available during the Update Period indefinitely, also after it ends.

8.7. Updates made available after the Update Period ends require its renewal on the terms set out in the Producer's current price list. The Software informs the User about the availability of such an update without restricting the operation of the version already held. Perpetual Licenses activated before the effective date of this version of the Agreement retain the right to updates on the previous terms.

§ 9. Termination

9.1. This Agreement remains in force until terminated. The Producer may terminate the Agreement with immediate effect if the User breaches any provision of the Agreement.

9.2. The User may terminate the Agreement at any time by permanently uninstalling the Software from all devices and destroying all copies of it.

9.3. Upon termination of the Agreement, the User must immediately stop using the Software, deactivate the License and delete all copies of the Software.

9.4. The provisions of § 5 (Intellectual Property), § 7 (Limitation of Liability) and § 10 (Governing Law) survive termination of the Agreement.

§ 10. Governing Law and Dispute Resolution

10.1. This Agreement is governed by the laws of the Republic of Poland. Matters not regulated by the Agreement are governed by the provisions of the Polish Civil Code and the Act on Copyright and Related Rights.

10.2. The parties undertake to resolve all disputes arising from this Agreement first through negotiation. If negotiations do not succeed within 30 days of their commencement, the dispute will be resolved by the court having jurisdiction over the Producer's registered office.

10.3. If the User is a consumer within the meaning of Article 22^1 of the Polish Civil Code, the User retains all rights under mandatory consumer protection law, which this Agreement does not exclude.

§ 11. Final Provisions

11.1. This Agreement constitutes the entire agreement between the Producer and the User regarding the use of the Software and supersedes all prior arrangements on this subject, including previous versions of the Agreement.

11.2. The Producer reserves the right to change the terms of this Agreement. The User will be informed of changes via the Producer's website or directly within the Software. Continued use of the Software after the changes take effect constitutes their acceptance.

11.3. If any provision of this Agreement proves invalid or ineffective, the remaining provisions remain in full force. The parties undertake to replace the invalid provision with a new one that reflects the parties' original intent as closely as possible.

11.4. Failure by the Producer to enforce any rights or provisions of the Agreement does not constitute a waiver of those rights.

11.5. The headings used in this Agreement are for information only and do not affect the interpretation of its provisions.

11.6. This Agreement has been drawn up in Polish. The English translation made available by the Producer is provided for convenience only; in the event of any discrepancy, the Polish version prevails.

ACCEPTANCE OF LICENSE TERMS

By installing, copying or otherwise using the BRIMAP Metashape Plugin Software, the User confirms that they have read this End User License Agreement, understand its content and accept all its terms. If the User does not accept these terms, the User may not install or use the Software.

Producer:
BRIMAP | support@brimap.pl

Signature / stamp of the Producer: _____ Date: _____

User:
Name / company name: _____
Address: _____
License key number: _____
User's signature: _____ Date: _____

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