



## METACARTA APPLIANCE AGREEMENT

This **MetaCarta Appliance Agreement** (“Appliance Agreement”), is entered into as of \_\_\_\_\_ (the “Effective Date”) by and between **MetaCarta, Inc.**, with its principal place of business at 350 Massachusetts Avenue, Cambridge, MA 02139 USA (“MetaCarta”) and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (“Customer”).

In consideration of the mutual covenants and undertakings herein, Customer and MetaCarta hereby agree as follows:

This Appliance Agreement includes and hereby incorporates by reference the Master Terms attached as Exhibit B, all Sales Orders hereunder and all exhibits hereto. In addition to the terms defined in this Appliance Agreement, the capitalized terms used herein shall have the meaning ascribed to them in the Master Terms.

### **I. Term**

With respect to each Product ordered under a separate Sales Order hereunder, this Appliance Agreement shall be effective as of the date of execution by Customer of such Sales Order and continue for the initial term (“Initial Term”) and any renewal term (“Renewal Term”) specified in such Sales Order for such Product (such Initial Term and all Renewal Terms, together, the “Term”). With respect to each Sales Order, upon the expiration of the Initial Term or any Renewal Term, the Term for this Appliance Agreement shall automatically renew for a Renewal Term, unless MetaCarta or Customer provide written notice of its intent not to renew to the other Party no later than thirty (30) days prior to the expiration of the then current Initial Term or Renewal Term. Unless otherwise specified in the applicable Sales Order, the all Renewal Term(s) for each Product provided under such Sales Order shall have the same length as the Initial Term for such Product. With respect to each Sales Order, the rights to and other terms applicable to the Products and Licensed Output shall be the same for each Renewal Term as for the Initial Term, except that MetaCarta may modify the fees applicable to such Renewal Term according to its then-current fees for such Products by informing Customer of such change prior to the date on which notice of non-renewal is due.

### **II. Licenses**

**2.1 License Grant to MetaCarta Appliance** For each Product provided under a given Sales Order under this Appliance Agreement, and subject to the terms and conditions of this Appliance Agreement, including the payment of the applicable fees, all license and use provisions relating to Licensed Output and all other restrictions, MetaCarta hereby grants to Customer for the duration of the Term specified for such Product, a non-transferable, non-exclusive license, under MetaCarta’s Intellectual Property Rights:

(i) to execute, and permit its Authorized Employees and Contractors to execute, the Appliance Software contained in the MetaCarta Appliance solely for the purpose of using, in accordance with the terms hereof, the MetaCarta Appliance in which such Appliance Software is incorporated or for which it is intended to be used;

(ii) if such Sales Order includes a Production Appliance, to use such Production Appliance solely to generate Licensed Output (which Licensed Output may be used solely in accordance with the Master Terms), subject to any further restrictions set forth in the Sales Order and subject to any additional usage rights expressly set forth in such Sales Order, provided that (a) if the Sales Order specifies that such Appliance Product is to be used for “internal” use, Customer shall restrict use of such Production Appliance (including restricting persons who can submit input/queries to such Product) to Authorized Employees and Contractors, not exceeding the number of Authorized Users and (b) if the Sales Order specifies that such Appliance

Product is to be used for “external” use, Customer shall restrict use of such Production Appliance (including restricting persons who can submit input/queries to such Product) to a total number of (i) Authorized Employees and Contractors and (ii) persons using the Appliance Product through Authorized Applications, with such total not to exceed the number of Authorized Users. (iii) if such Sales Order includes a Backup Appliance, to use, and authorize its Authorized Employees and Contractors to use, the Backup Appliance specified in such Sales Order solely (a) for backup purposes and (b) in production solely in the event the associated Production Appliance fails, provided that in no event may Customer or its Authorized Employees and Contractors use both the Production Appliance and Backup Appliance in production (i.e., to provide services to end users) concurrently, and provided further that when such Backup Appliance is used in production the license and use restrictions applicable to Production Appliances shall apply;

(iv) if such Sales Order includes a Standby Appliance, to use, and authorized its Authorized Employees and Contractors to use, the Standby Appliance specified in such Sales Order solely (a) for purposes of synchronizing such Standby Appliance with an associated Production Appliance and (b) using such Standby Appliance in production solely in the event the Production Appliance fails, provided that in no event may Customer or its Authorized Employees or Contractors use both the Production Appliance and Standby Appliance in production (i.e., to provide services to end users) concurrently and provided further that the Standby Appliance shall not be used by Customer or its Authorized Employees or Contractors for anything but such synchronization unless and until the Production Appliance fails, and provided further that when such Standby Appliance is used in production the license and use restrictions applicable to Production Appliances shall apply.

(v) if such Sales Order includes a Development and Test Appliance, to use, and authorize its Authorized Employees and Contractors to use, the Appliance Software therein solely for internal development and test purposes to test new functionalities and features of Products and to develop and test their integration into and interoperability with third-party or Customer systems, provided that Customer may not use the Development and Test Appliance to provide services to end-users except for short-term testing, pilots, or proof-of-concepts. Customer may allow its contractors to use the Products provided hereunder in connection with the foregoing rights granted to Customer, provided that Customer shall ensure that such contractors comply with all applicable terms hereof and use such Products solely as necessary to provide services to Customer; Customer shall remain liable for any non-compliance by such contractors; and such contractors are contractually bound to comply with the applicable provisions hereof.

**2.2 License Restrictions.** In addition to any restrictions set forth in the Master Terms, Customer shall not (i) reverse engineer (unless specifically permitted under applicable law for interoperability), disassemble, decompile, otherwise attempt to derive the source code of any Appliance Software or any third-party

software included in the MetaCarta or separate the contents of any MetaCarta Appliance or permit others to do any of the foregoing; (ii) reproduce, distribute or display or otherwise use for any purpose the Appliance Software except as expressly authorized in Section 2.1(i); or (iii) reproduce, distribute, display the MetaCarta Data or use the MetaCarta Data other than to allow the Appliance Software to access such data in the ordinary course of its operation, or decrypt, reverse engineer, disassemble, decompile, otherwise attempt to derive a human or machine readable version of the MetaCarta Data or permit others to do any of the foregoing.

2.3 **Third-party Software.** The MetaCarta Appliances may contain third-party software for which the third-party licensor imposes certain additional terms and conditions. Such additional terms and conditions are located at [www.metacarta.com/license/third-party-terms](http://www.metacarta.com/license/third-party-terms) and are hereby incorporated by reference into this Appliance Agreement. Customer hereby accepts and agrees to comply with such additional terms and conditions for third-party software.

### III. Appliances

3.1 **Appliances.** Each MetaCarta Appliance provided to Customer hereunder is leased to Customer for the duration of the Term applicable to such MetaCarta Appliance. As between Customer and MetaCarta, MetaCarta shall retain all right, title and interest (including ownership) in any MetaCarta Appliance unless and to the extent ownership in the Appliance Hardware is expressly transferred by MetaCarta to Customer in a separate writing or as expressly provided herein. Each MetaCarta Appliance remains MetaCarta's personal property and shall not become part of Customer's personal or real property by reason of annexation. Customer shall not offer, loan, transfer, encumber, sell or otherwise dispose of any MetaCarta Appliance to any third party without having received prior written authorization from MetaCarta or unless expressly authorized under this Appliance Agreement. Any offer, loan, transfer, encumbrance, sale or other disposal of any MetaCarta Appliance without such consent or authorization shall be deemed null and void.

3.2 **Shipping.** Risk of loss to each shipment of MetaCarta Appliance from MetaCarta to Customer shall pass to Customer when MetaCarta makes such shipment available to a professional carrier. If Customer ships any MetaCarta Appliance to MetaCarta, Customer shall ensure that (a) such MetaCarta Appliance is shipped to MetaCarta using appropriate packaging materials and a professional carrier, (b) the shipment is insured by Customer at least in the amount of the then-current book value (as determined by MetaCarta) of such MetaCarta Appliance and (c) the MetaCarta Appliance is shipped to the correct location, as designated by MetaCarta. Risk of loss to each shipment of MetaCarta Appliance from Customer to MetaCarta shall pass to MetaCarta when Customer makes such shipment available to a professional carrier.

3.3 **Appliance Replacements.** MetaCarta shall have the right to deliver Products of substantially similar or better functionality as a replacement of then-existing MetaCarta Appliances or other Products whether due to the inoperability of the MetaCarta Appliance or Product, the obsolescence of any component as determined by MetaCarta, or any other reason in MetaCarta's sole discretion.

3.4 **Return of Hardware.** If the MetaCarta Appliance licensed herein includes Hardware, and in the event that MetaCarta replaces a MetaCarta Appliance pursuant to Section 3.3, Customer shall, within ten (10) days after such replacement either (a) return the replaced MetaCarta Appliance Hardware promptly to MetaCarta in accordance with Section 3.2 or (b) pay MetaCarta a mutually agreed-upon fee to keep the Appliance Hardware that is part of such replaced MetaCarta Appliances, in which case all right, title and interest (including

ownership) in the Appliance Hardware for such MetaCarta Appliance is transferred from MetaCarta to Customer upon payment of the agreed-upon fee. In no event shall Customer be allowed to use any MetaCarta Appliance and its replacement concurrently.

### IV. Support and Maintenance Services

MetaCarta's support and maintenance policy is attached hereto as Exhibit A and is subject to change by MetaCarta from time to time. Any updates, releases, improvement or modifications of any software provided by MetaCarta pursuant to Exhibit A shall be subject to the license provisions under this Appliance Agreement applicable to the MetaCarta Appliances. With respect to any Product ordered by Customer hereunder for which maintenance and support services are offered, subject to the terms and conditions of this Appliance Agreement and for so long as (a) Customer has paid all fees payable hereunder with respect to such Product and (b) in the case of a perpetual Term, has paid all support and maintenance fees for the period commencing on the effective date of the Sales Order for such Product and continuing until such time, MetaCarta shall provide the support and maintenance services to Customer in respect of such Product in accordance with the support and maintenance policy. If Customer is receiving support and maintenance services hereunder, it must implement and use all software updates, releases, improvements and modifications provided to Customer by MetaCarta as part of such services.

### V. INDEMNIFICATION

If a third party makes a claim against Customer that any MetaCarta Appliance (excluding any third-party software or third-party hardware that is contained in or part of the MetaCarta Appliance) directly infringes any U.S. patent issued as of the Effective Date, any U.S. copyright, or any U.S. trademark or misappropriates any trade secret recognized under the laws of the United States ("IP Claim"), then MetaCarta shall defend Customer against the IP Claim and pay all costs, damages and expenses (including reasonable legal fees and costs) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by MetaCarta arising out of such IP Claim. Notwithstanding the foregoing, MetaCarta shall have no liability or obligation under this Article V for any IP Claim based on or arising out of (i) the use of a superseded or altered release of any portion of the MetaCarta Appliance, if the infringement would have been avoided by the use of a current unaltered release of the MetaCarta Appliance, provided that MetaCarta has made such current release available to Customer, (ii) the unauthorized modification of the MetaCarta Appliance, (iii) the use of the MetaCarta Appliance other than in accordance with the Documentation and this Appliance Agreement, (iv) use of the MetaCarta Appliance in combination with software or hardware not provided by MetaCarta or otherwise contemplated in the Documentation or in combination with a Product where the Term applicable to such Product has expired or been terminated. Further, MetaCarta shall have no liability or obligation under this Article V if (x) Customer is in default of any payment obligation hereunder or (y) in the case of a MetaCarta Appliance for which the applicable Sales Order specifies a "perpetual" Term, Customer has not ordered and paid for maintenance and support services from MetaCarta throughout the entire Term applicable to such MetaCarta Appliance, . If, due to an IP Claim or the threat of an IP Claim, (a) the MetaCarta Appliance is held by a court of competent jurisdiction to be infringing or the result of misappropriation, or in MetaCarta's reasonable judgment may be held to infringe or result from misappropriation by such a court or (b) Customer receives a valid court order enjoining Customer from using the MetaCarta

Appliance or in MetaCarta’s reasonable judgment Customer may receive such an order, MetaCarta shall, at its option, (A) replace or modify the MetaCarta Appliance to be non-infringing, provided that the replacement MetaCarta Appliance contains substantially similar functionality; (B) obtain for Customer a license to continue using the MetaCarta Appliance; or (C) terminate the lease and license for the infringing MetaCarta Appliance and refund the depreciated Fees paid during the then-current Initial Term or Renewal Term, as the case may be, for the affected MetaCarta Appliance as set forth in the respective Sales Order. The Fees shall be depreciated based on a pro-rata straight-line basis based on the percentage determined by dividing (I) the number of months that then remain under the Term for the affected MetaCarta Appliance (without renewal) by (II) the number of months in the then-current Initial Term or Renewal Term for the affected MetaCarta Appliance (without renewal). Notwithstanding the foregoing, if the then-current Initial Term or Renewal Term for the affected MetaCarta Appliance is for a term of five (5) or more years, then the Fees shall be depreciated on a five (5) year straight-line basis. THIS SECTION V STATES THE ENTIRE LIABILITY OF METACARTA AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS.

**VI. Definitions**

- 6.1 “Appliance Hardware” shall mean the hardware portions of a MetaCarta Appliance if so provided.
- 6.2 “Appliance Software” shall mean any software code that is provided by MetaCarta to Customer as a MetaCarta Appliance, or as part of, or for use with, a MetaCarta Appliance, including any software update, release, improvement or modification provided by MetaCarta as part of its support and maintenance services, but

excluding any third-party software (e.g., operating systems, open source software, and other third-party software).

6.3 “Backup Appliance” shall mean a MetaCarta Appliance designated as such in the applicable Sales Order that is provided by MetaCarta to Customer for use by Customer in the case of a failure of a Production Appliance but does not automatically maintain synchronization with the Production Appliance.

“Development and Test Appliance” shall mean a MetaCarta Appliance designated as such in the applicable Sales Order that is provided by MetaCarta to Customer for use by Customer solely to test new functionalities and features of MetaCarta Products and Services and to develop and test their integration into and interoperability with third-party and Customer systems.

6.4 “MetaCarta Data” means the data stored in encrypted or other protected form on the MetaCarta Appliance. For avoidance of doubt, “MetaCarta Data” does not include Licensed Output generated by a MetaCarta Appliance.

6.5 “Production Appliance” shall mean a MetaCarta Appliance designated as such in the applicable Sales Order that is provided by MetaCarta to Customer for Customer’s regular use to provide services to Customer’s internal or external end-users or clients.

6.6 “Standby Appliance” shall mean a MetaCarta Appliance designated as such in the applicable Sales Order that is paired with a Production Appliance, and constantly synchronized with such Production Appliance, in order to allow the Standby Appliance to be used in place of the Production Appliance in case of a failure of the Production Appliance.

IN WITNESS WHEREOF, the Parties have executed this Appliance Agreement as of the Effective Date.

**EXECUTED BY:**

**METACARTA, INC.**

**CUSTOMER**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

MetaCarta’s Principal Place of Business:

350 Massachusetts Avenue  
 Fourth Floor  
 Cambridge, MA 02139  
 617-661-6382

Customer’s Principal Place of Business:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# Exhibit A

## METACARTA MAINTENANCE AND SUPPORT POLICY

Maintenance and support services include email and telephone support, error corrections, and software and documentation updates as described below.

### 1. Definitions

**Error** - a situation where the Appliance Software does not function in accordance with the documentation.

**Fix** - the repair or replacement of binary or executable code versions of the Appliance Software to remedy an Error.

**Workaround** - a change in procedures followed by Customer to avoid an Error without substantially impairing use of the Appliance Software.

### 2. Telephone and Email Support

Telephone and email support is available from 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding holidays observed by MetaCarta. Support calls outside of these times will be directed to an answering service. The answering service will contact a Technical Support representative, who will respond to the customer appropriate to the urgency of the problem as discussed in paragraph 3 below. Installation support for Appliance Software includes answering questions and providing a reasonable level of guidance to the customer on the installation process. Usage support includes answering questions and providing a reasonable level of guidance to the Customer about the use of the Appliance Software, responding to reports of Errors in the Appliance Software and determining if the reported Error is a result of a problem with the Appliance Software or with other parts and components of MetaCarta Appliance, including any third-party software or hardware that may be contained in or part of the MetaCarta Appliances.

Customer is responsible for providing documentation sufficient for MetaCarta to reproduce the Error on its master copy of the Appliance Software including a written, detailed description of the problem, log files, core dumps, data files, or any other information reasonably requested by MetaCarta.

Support shall be available from the following sources:

Phone: 1-866-661-6382 or 617-661-6382

Email: support@metacarta.com

World Wide Web: www.metacarta.com/support

### 3. Error Corrections

MetaCarta is committed to correcting Errors in the then-current version of the Appliance Software in a timely manner by providing the repair or replacement of object or executable code versions of the Appliance Software. A MetaCarta Technical Support representative will endeavor to resolve suspected Errors at the time of the initial call or email response.

If the MetaCarta Technical Support representative determines that the problem reported by Customer is related to the Appliance Hardware, MetaCarta will instruct Customer as to how to contact the manufacturer of such Appliance Hardware to resolve the problem.

If the MetaCarta Technical Support representative determines that the problem reported by Customer is related to third-party software that is part of or contained in the MetaCarta Appliance, MetaCarta will work with the provider of the third-party software to address the problem under its support arrangements with such third-part software provider.

If the Technical Support representative cannot resolve the matter while on the call or in the email response, the request for service will be logged and responded to by a Appliance Software Engineer according to the priority level of the Error.

**PRIORITY 1** - The Appliance Software has ceased to work or substantially fails. MetaCarta will allocate a member of its staff to investigate the problem upon notification and will use commercially reasonable efforts to provide either a practical solution or a work-around within 4 working hours. If this is not achieved, a full-time resource will be allocated to the problem until either a practical solution or a work-around is provided. Status reports will be made on a daily basis for as long as the problem remains unresolved.

**PRIORITY 2** - An essential function of the Appliance Software has ceased to work. MetaCarta will allocate a member of its staff to investigate the problem upon notification and will use commercially reasonable efforts to provide either a practical solution or a work-around within 2 working days. If this is not achieved, MetaCarta will allocate a full-time resource to the problem until either a practical solution or a work-around is provided. Status reports will be made on a weekly basis for as long as the problem remains unresolved.

**PRIORITY 3** - The Appliance Software is causing a problem that is only having a minor impact on normal operating activities of the Appliance Software (such as a function of the Appliance Software has ceased to work as efficiently as previously).

MetaCarta will, on request, allocate a member of staff to investigate the problem upon notification and will use commercially reasonable efforts to provide either a practical solution or a work around within 5 working days. Status reports will be made on a weekly basis for as long as the problem remains unresolved.

**PRIORITY 4** - There is a minor issue related to the software, perhaps simply annoying in nature or informational. MetaCarta will use commercially reasonable efforts to respond to these issues or requests in a timely fashion.

**ENHANCEMENT REQUESTS** - Enhancements and new feature requests shall be considered for future releases of the Appliance Software. Any enhancements shall be subject to the license provisions in the Agreement applicable to the Licensed Products.

If MetaCarta reasonably believes that a problem reported by the customer may not be due to an Error in the Appliance Software, MetaCarta will so notify Customer, and MetaCarta shall not proceed further, unless so instructed in writing by Customer. If upon resolution of the problem it is determined that the Error is not a result of an Error in the Appliance Software, Customer will be invoiced for time and materials at MetaCarta's then standard rates for the time spent in the resolution process.

MetaCarta shall have no obligation to provide maintenance and support services for problems that are due to: (a) misuse of the Appliance Software, (b) modification of the Appliance Software by a person or entity other than MetaCarta, unless MetaCarta has authorized such modification in writing, (c) incompatible computer or networking hardware or software, or (d) third-party hardware or software including third-party hardware or software provided with or included in the MetaCarta Appliances. With respect to third-party hardware provided with or included in the MetaCarta Appliances, MetaCarta passes through to Customer any support and maintenance the manufacturer of that hardware provides to MetaCarta, if any, to the extent allowed under the terms and conditions of the manufacturer of the hardware.

### 4. Appliance Software and Documentation Updates

MetaCarta will make available to Customer all upgrades, improvements or modifications of the Appliance Software that MetaCarta makes generally available to supported MetaCarta customers who have executed a Appliance Agreement and does not market as independent MetaCarta products or modules. MetaCarta produces updates only to licensees of the then-most recent versions of the Appliance Software; and may condition delivery of any upgrade, improvement or modification on Customer licensing the then-current MetaCarta Appliances at then-applicable prices. From time to time, MetaCarta may create upgrades, improvements and modifications due to particular circumstances. Such upgrades, improvements and modifications shall not be deemed to have been made "generally available" to MetaCarta customers for purposes of the provisions above.

### 5. Appliance Hardware

MetaCarta passes through any maintenance and support that is provided by the manufacturer of the hardware, which is part of or contained in the MetaCarta Appliance, for such hardware, if any, to the extent allowed under the terms and conditions of such manufacturer.

### 6. Security Updates

MetaCarta produces updates that contain new security content (for example, attack signatures and vulnerability checks) only for the most recent versions of Appliance Software. These updates are based on timely information from the Computer Emergency Response Team (CERT). In the event of a security update, Customers' specified point of contact will be notified via email regarding the extent of the update and the path(s) and password(s) necessary to download the update in a timely fashion.

### 7. Authorized Personnel.

MetaCarta shall have the right to provide the services under this Exhibit A to any employee of Customer that in MetaCarta's reasonable discretion has the authority to requests services. However, MetaCarta's obligation to perform the services under this exhibit shall be limited to requests made by authorized employees of Customer. Such authorized employees shall be communicated to MetaCarta in writing and shall be updated from time to time by Customer. MetaCarta shall have no obligations in connection with any requests made by any person other than such authorized employee.

## Exhibit B

### METACARTA MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (“Master Terms”) contain the general terms and conditions applicable to all Products provided by MetaCarta to Customer. MetaCarta’s provision and/or license of Products are subject to the terms and conditions contained in one or more MetaCarta Agreements, each of which incorporates these Master Terms and one or more Sales Orders. Multiple Sales Orders (for different Products) may be executed under a given MetaCarta Agreement, and each Sales Order shall specify, for each Product covered by such Sales Order, the duration of the term and various other terms and conditions that apply to such Product.

In the event of a conflict between these Master Terms, any Sales Orders under a MetaCarta Agreement and such MetaCarta Agreement (excluding these Master Terms and such Sales Orders), the following order of precedence shall control: (1) the MetaCarta Agreement (excluding these Master Terms and such Sales Order); (2) these Master Terms and Conditions; and (3) such Sales Order, except to the extent that the provisions of the relevant MetaCarta Agreement or Sales Order expressly state otherwise. In addition to the terms defined in any MetaCarta Agreement, the capitalized terms used herein shall have the meaning ascribed to them in Article XV or elsewhere in these Master Terms.

#### I. Proprietary rights; licenses

1.1 Appliances and Hosted Services. General terms applicable to proprietary rights in and to the MetaCarta Appliances and MetaCarta Hosted Services are set forth, respectively, in the Appliance Agreement and Hosted Services Agreement.

1.2 Documentation License. Subject to the terms and conditions of the MetaCarta Agreements, MetaCarta hereby grants to Customer, and Customer hereby accepts, a worldwide, non-transferable, non-exclusive license to use the Documentation provided in connection with any Product, solely in connection with Customer’s use of such Product during the term set forth in the Sales Order applicable to such Product.

1.3 API License. To the extent MetaCarta provides Customer in connection with any Product with certain application program interfaces and/or sample code (collectively, “API”), subject to the terms and conditions of the applicable MetaCarta Agreement(s), MetaCarta hereby grants to Customer during the term set forth in the Sales Order applicable to such Product for which the API is provided, a worldwide, non-transferable and non-exclusive license, under MetaCarta’s Intellectual Property Rights, to install, execute, and create derivative works of such API in conjunction with such Product, solely for use within the scope of the license or rights applicable to such Product and solely to access and use such Product.

1.4 Licensed Output. The scope of Customer’s right to use the Licensed Output generated by a specific Product ordered under a Sales Order shall be determined with reference to the terms specified in such Sales Order as follows:  
(i) Subject to the terms and conditions set forth herein, including payment of all applicable fees and compliance with all use restrictions set forth herein, if the applicable Sales Order specifies that a Product (e.g., a MetaCarta Appliance or a particular MetaCarta Hosted Service) is for “internal” use (or does not specify whether for internal or external use), Customer shall have the right, and shall have the right to authorize its Authorized Employees and Contractors, to reproduce, display, create derivative works from, and distribute the Licensed Output solely for its internal use (or, if the applicable Sales Order specifies a Third Party Program/Organization/Network, for internal use within such Program/Organization/Network) and, for the avoidance of doubt, may not display, distribute or disclose such Licensed Output to any third party except as expressly set forth herein, subject to any further restrictions set forth in the Sales Order and subject to any additional usage rights expressly set forth in such Sales Order. Without limiting the foregoing, if such Sales Order specifies a Program/Organization/Network, then the foregoing license shall be further restricted such that the number of Authorized Employees and Contractors permitted to access or view the Licensed Output shall be limited to such Authorized Employees and Contractors as are working on or for the specified Program/Organization/Network.

(ii) Subject to the terms and conditions set forth herein, including payment of all applicable fees and compliance with all use restrictions set forth herein, if the applicable Sales Order specifies that a Product is for “external” use, Customer shall have the right, and shall have the right to authorize its Authorized Employees and Contractors, to reproduce, create derivative works from, distribute and display the

Licensed Output (i) for internal use or (ii) on and in connection with Authorized Applications, subject to any restrictions set forth in the Sales Order for such Product and subject to any additional usage rights expressly set forth in such Sales Order. Without limiting the foregoing, if such Sales Order specifies that the applicable Product is limited to a specified number of Authorized Users, then the foregoing license shall be further restricted such that the number of persons permitted to access or view the Licensed Output on Authorized Applications shall not exceed the number of Authorized Users.

1.5 Branding Obligations and Trademarks. When displaying, performing, or disclosing any Licensed Output, Customer shall comply with MetaCarta’s then-current MetaCarta branding guidelines (the “Branding Guidelines”). The Branding Guidelines as of the effective date of the MetaCarta Agreement to which these Master Terms are attached is set forth in Appendix A to these Master Terms. MetaCarta may change such Branding Guidelines from time to time upon 90 days notice to Customer. The names, logos, symbology and attribution text contained in the Branding Guidelines are all MetaCarta brand identifiers (“Brand Identifiers”). For so long as Customer has the right to use the Licensed Output hereunder, MetaCarta hereby grants Customer a royalty-free, fully paid up, worldwide, non-exclusive, non-transferable, right and license to use the Brand Identifiers solely as provided in this Section 1.5 and the Branding Guidelines. Customer may not alter or remove any trademarks, logos or service marks of MetaCarta (collectively, “Trademarks”) applied to the Products, unless approved in writing in advance by MetaCarta. Except as expressly set forth in the MetaCarta Agreement(s), nothing contained herein shall be construed to grant Customer any right, title or interest in or to any Brand Identifiers or Trademarks or to any trademarks, logos or service marks of any third-party supplier of MetaCarta. Customer acknowledges MetaCarta’s exclusive ownership of such Trademarks and Customer agrees not to take any action inconsistent with such ownership by MetaCarta, including the adoption by Customer of any marks confusingly similar to the Trademarks. Except as set forth herein and in the Branding Guidelines, Customer may not make any representation of affiliation, certification or compatibility with MetaCarta, the Products or other MetaCarta hardware, software, or Intellectual Property Rights without express written consent by MetaCarta. Customer agrees to maintain the quality of any Customer products that contain Licensed Output and agrees not to register or attempt to register any Trademark in any jurisdiction. Customer further acknowledges that all goodwill arising from or in connection with any exercise by Customer of the foregoing license to the Brand Identifiers shall at all times remain solely with MetaCarta. Upon MetaCarta’s request from time to time, Customer shall provide MetaCarta with samples of each use or intended use of the Trademarks. In the event that MetaCarta objects to such use, Customer shall promptly cease such use.

1.6 License Restrictions. Without limiting any restrictions contained elsewhere in the MetaCarta Agreement(s), the limited rights and licenses granted under the MetaCarta Agreement(s) are subject to the following restrictions: Except as otherwise expressly authorized in the MetaCarta Agreement(s), including, for the avoidance of doubt, any Sales Order (a) no provision of the MetaCarta Agreement(s) is intended to grant Customer a license under any

## Exhibit B

MetaCarta Intellectual Property Rights; (b) the Products and Licensed Output shall not be used for the benefit of any third party (including, for example, to process data or provide the services to third parties) except in the case of Products for which the applicable Sales Order specifies “external” use, end users of products or services that are within the scope of the permitted use specified in such Sales Order; (c) neither the Products nor Licensed Output shall be used for time-sharing, rental, outsourcing, or as a service bureau (sometimes referred to as software as a service), unless and solely to the extent so specified in the applicable Sales Order or otherwise agreed to in writing by MetaCarta; and (d) to the extent applicable and indicated in the Sales Order for the respective Products, the Products may only be used by the Authorized Users and /or for the Program/Organization/Network set forth in the applicable Sales Order; and (e) location information in the form or coordinate values (i.e., latitude and longitude) obtained from Products may not be displayed or disclosed to any person or entity other than Customer’s employees, directors and officers, provided however that the foregoing prohibition shall not preclude the inclusion of such information in the source HTML code on Customer’s website if the applicable Product is for external use. Further, without limiting any other restrictions herein, except as otherwise expressly provided in the applicable Sales Order, Customer shall not use any Products or Licensed Output to (i) facilitate, enable, or allow third parties to embed any visual display of the Licensed Output into web sites, such as via an HTML IFRAME, AJAX-driven DIV, an API, or other technology; (ii) use the Products or Licensed Output to provide geographic search services to third-party web sites or in connection with other third-party products or services; (iii) use the Licensed Output to build or evaluate a tool, product or service that competes with any Product or to train a statistical model that recognizes locations in text; or (iv) use the Licensed Output to construct a gazetteer. Customer may allow its contractors to access APIs, Documentation and Licensed Output in connection with Customer’s rights granted under Section 1.2 through 1.4, provided that Customer shall ensure that such contractors comply with all applicable terms hereof and use the API, Licensed Output and Documentation solely as necessary to provide services to Customer; Customer shall remain liable for any non-compliance by such contractors; and such contractors are contractually bound to the applicable provisions hereof, including all license restrictions.

1.7 Ownership/Retention of Rights. MetaCarta reserves all rights not expressly granted to Customer under the MetaCarta Agreement(s). Without limiting the generality of the foregoing, Customer acknowledges and agrees that: (a) except for the rights and licenses granted under the MetaCarta Agreement(s), MetaCarta and its suppliers retain all right, title and interest, including all Intellectual Property Rights, in and to the Products, the Licensed Output, and Product Materials, as well as any data or software included therein, but excluding the Customer Materials; (b) the grant of rights hereunder to the Products is not a sale of the Products or any portion thereof and Customer does not acquire any Intellectual Property Rights or other rights, express or implied, in or to the Products, Licensed Output, or Product Materials; (c) any configuration or deployment of the Products shall not affect or diminish MetaCarta’s rights, title, and interest in and to the Products and the Licensed Output, or any portion thereof; and (d) if Customer suggests any new features, functionality, or performance for the Products (“Customer Enhancements”), Customer acknowledges that all such Customer Enhancements, and all Intellectual Property Rights therein, shall be the sole and exclusive property of MetaCarta, free of any confidentiality restrictions that might otherwise be imposed upon MetaCarta pursuant to Article XIII. Customer hereby irrevocably assigns, and agrees to assign, to MetaCarta all Intellectual Property Rights and all other rights and title to the Customer Enhancements. Customer agrees to execute such further documents and agreements as reasonably requested by MetaCarta from time to time to

vest, perfect or evidence MetaCarta’s Intellectual Property Rights or title in and to the Customer Enhancements and to otherwise confirm and ensure MetaCarta’s rights and interests contemplated or provided for in the MetaCarta Agreement(s). Customer retains all rights in the Customer Materials not expressly granted to MetaCarta.

1.8 Government Rights. This Section 1.8 applies to all Products ordered or used by or for the United States federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The government hereby agrees that (a) any software provided with the Products is a “commercial item” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212; (b) any technical data provided with such Products is commercial technical data as defined in 48 C.F.R. 12.211, and (c) consistent with 48 C.F.R. 12.211 through 12.212, 48 C.F.R. 227.7202-1 through 227.7202-4, and 48 C.F.R. 252.227-7015, the Products and software are provided to the government only pursuant to the terms and conditions of the MetaCarta Agreements, including these Master Terms.

## II. TERM AND TERMINATION

2.1 Term. Each MetaCarta Agreement executed by Customer shall become effective on the effective date specified therein and shall remain in full force and effect until termination of such MetaCarta Agreement in accordance with this Article VIII.

2.2 Termination. If either breaches any MetaCarta Agreement, the other Party may terminate such MetaCarta Agreement in whole or, at its option, with respect to the Product for which the breach relates, upon thirty (30) days notice of receipt by the breaching Party of notice from the non-breaching Party of such breach, unless such breach is cured within such thirty-day notification period. In addition, if Customer fails to make payment when due for any Product, MetaCarta may terminate the applicable MetaCarta Agreement under which such Product is provided in whole or, at its option, with respect to such Product, upon five (5) days’ notice to Customer, unless such payment is made within such five (5) day period. In addition, MetaCarta may terminate any and all MetaCarta Agreements, in whole or, at its option, with respect to particular Products, immediately upon notice to Customer in the event Customer offers any products or services that, in MetaCarta’s sole discretion, compete with any of the Products or materially breaches any confidentiality obligations or intellectual property use restrictions set forth in the MetaCarta Agreement(s). Either Party may terminate a MetaCarta Agreement upon notice to the other Party if no Sales Orders then in effect under such MetaCarta Agreement.

2.3 Effect of Termination. Upon expiration or termination of any MetaCarta Agreement in whole or with respect to any Product, (a) Customer shall immediately cease using the Products, Product Materials and Proprietary Information provided under such MetaCarta Agreement (or, if terminated in part, with respect to the Products subject to termination), and MetaCarta shall cease using any Customer Materials and Proprietary Information of Customer except in connection with the performance of its obligations under any MetaCarta Agreement then remaining in effect and (b) each Party shall certify to the other Party within thirty (30) days after expiration or termination of such MetaCarta Agreement that it has destroyed, or has returned to the other Party, all materials of such Party listed under (a) and all copies thereof, whether or not modified or merged into other materials, provided, however, that the requirements of this clause (b) shall not apply with respect to Customer to products, services or Proprietary Information that Customer is entitled to use under a MetaCarta Agreement then remaining in effect or with respect to MetaCarta to products, services or Proprietary Information that MetaCarta reasonably needs to provide

## Exhibit B

products or services to Customer under a MetaCarta Agreement then remaining in effect. Except if MetaCarta has terminated a MetaCarta Agreement (in whole or in part) for breach by Customer, Customer's rights to use, in accordance with and subject to the applicable MetaCarta Agreement(s), the Licensed Output generated prior to the date of such termination shall survive the expiration or termination of such MetaCarta Agreement. Notwithstanding the foregoing, if the Product that Customer is obligated to return or destroy pursuant to this Section 2.3 is a MetaCarta Appliance, Customer shall have the option to (i) pay MetaCarta the book value determined by MetaCarta for such MetaCarta Appliance at the time the applicable MetaCarta Agreement is terminated, in which case Customer may keep the hardware components thereof or (ii) return the MetaCarta Appliance to MetaCarta (insuring the product for no less than such book value) and comply with all of the obligations relating to shipping set forth in the Appliance Agreement. MetaCarta shall provide packing materials upon request by Customer.

2.4 Survival. The provisions of Articles II, IX, X, XI, VI, XIII, VIII and XV and Sections 1.7 and 1.8 of these Master Terms shall survive any expiration or termination of any MetaCarta Agreement.

### III. LIMITED WARRANTIES AND DISCLAIMERS

3.1 Authority. Each Party represents and warrants that it has the authority to enter into the MetaCarta Agreement(s).

3.2 Disclaimers. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THE METACARTA AGREEMENT(S), THE PRODUCTS, PRODUCT MATERIALS, LICENSED OUTPUT, DOCUMENTATION AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY METACARTA ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND METACARTA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, METACARTA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY AND ABSENCE OF ANY DEFECTS, AND DOES NOT WARRANT THAT THE PRODUCTS, PRODUCT MATERIALS, LICENSED OUTPUT, DOCUMENTATION AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY METACARTA WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT METACARTA'S OBLIGATIONS UNDER THE METACARTA AGREEMENT(S) ARE FOR THE BENEFIT OF CUSTOMER ONLY. WITHOUT LIMITING THE FOREGOING, CUSTOMER FURTHER ACKNOWLEDGES THAT THE PRODUCTS INCORPORATE PROPRIETARY INFORMATION AND TECHNOLOGY OF THIRD PARTIES, AND THAT NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IS GIVEN BY METACARTA OR ANY OF SUCH THIRD PARTIES WITH RESPECT TO SUCH THIRD PARTY PROPRIETARY INFORMATION AND TECHNOLOGY.

### IV. INDEMNIFICATION

4.1 Indemnification. If Customer is the U.S. Government this Article IV shall not apply. Customer shall indemnify, hold harmless and, at MetaCarta's election, defend MetaCarta, its suppliers and their respective officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") harmless from any losses, damages, costs and expenses directly or indirectly arising out of any claim arising from or relating to (i) Customer's use, misuse or possession of the Products and Licensed Output, excluding claims of arising from MetaCarta's gross negligence or claims that the Products infringe any third-party Intellectual Property Right or (ii) any third-party claim that the Customer Materials infringe, misappropriate or violate any Intellectual Property Right or proprietary right.

4.2 Conditions. Customer's indemnification obligations under

this Article IV shall be subject to the following conditions: (a) the Indemnified Party promptly notifies Customer in writing no later than thirty (30) days after the Indemnified Party's receipt of notification of the claim; provided that failure to notify shall not relieve the Customer of its indemnification obligations unless and solely to the extent Customer was materially prejudiced by such failure; and (b) the Indemnified Party provides Customer, at Customer's request and expense, with the reasonable assistance, information and authority necessary for the Customer to perform its obligations under this Article IV.

### V. LIMITATION OF LIABILITY

EXCEPT IN CONNECTION WITH A BREACH UNDER SECTION I OR VII OR A BREACH OF ANY OTHER CONFIDENTIALITY OBLIGATIONS, LICENSE GRANT OR INTELLECTUAL PROPERTY RESTRICTIONS IN ANY METACARTA AGREEMENT(S), IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN CONNECTION WITH A BREACH UNDER SECTION I OR VII OR A BREACH OF ANY OTHER CONFIDENTIALITY OBLIGATIONS, LICENSE GRANT OR INTELLECTUAL PROPERTY RESTRICTIONS IN ANY METACARTA AGREEMENT(S), THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY AND ITS SUPPLIERS TO THE OTHER PARTY OR ANY THIRD PARTY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO ANY METACARTA AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE METACARTA AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, PROVIDED THAT IF THE SUCH BREACH RELATES TO ONE OR MORE PRODUCTS, SUCH AMOUNT SHALL BE LIMITED TO THE FEES PAID UNDER THE APPLICABLE METACARTA AGREEMENT UNDER SUCH TWELVE MONTH PERIOD FOR SUCH PRODUCT(S).

### VI. PAYMENT; FEES

6.1 Fees. In consideration of the rights and licenses granted to Customer under any MetaCarta Agreement, Customer shall pay the Fees in the amounts specified in the respective Sales Order(s). All payments shall be nonrefundable and irrevocable and shall be due within thirty (30) days after the relevant invoice date.

6.2 Late Charges. MetaCarta reserves the right to charge, and Customer agrees to pay, a late charge equal to the lesser of (i) one and one-half percent (1½%) per month and (ii) the greatest amount permitted by applicable law on any amount that is not the subject of a good faith dispute that is unpaid on the due date.

6.3 Taxes. All amounts payable under any MetaCarta Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer shall be responsible for payment of all such taxes (other than taxes based on MetaCarta's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of rights hereunder, or the delivery of services. Customer shall make all payments required hereunder to MetaCarta free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder to MetaCarta shall be Customer's sole responsibility, and Customer shall, upon MetaCarta's request, provide MetaCarta with official receipts issued by the appropriate taxing authority, or such other evidence as MetaCarta may reasonably request, to establish that such taxes have been paid.

## Exhibit B

### VII. CONFIDENTIALITY

7.1 Proprietary Information. The term “Proprietary Information” means information relating to a Party’s research, development, trade secrets or business affairs that the Party treats as confidential, designates as confidential or that, given the circumstances, should be reasonably apparent that such information is of a confidential or proprietary nature. For purposes of the MetaCarta Agreement(s), (a) MetaCarta’s and its supplier’s Proprietary Information shall include, but shall not be limited to, the Products, Product Materials, formulas, source code, algorithms, methods, data, know how, processes, designs, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, third-party proprietary information included in the Products, and the terms and pricing under the MetaCarta Agreement(s) and any benchmark or other performance information relating to the Products, regardless of whether such information is marked as “Proprietary Information” and (b) Customer’s Proprietary Information shall include, but shall not be limited to, the Customer Materials. The term “Receiving Party” means a Party that receives Proprietary Information from the other Party (the “Disclosing Party”).

7.2 Confidentiality Obligations. Receiving Party shall not use the Disclosing Party’s Proprietary Information for any purpose unrelated to any MetaCarta Agreement and shall limit disclosure of Proprietary Information to those of its employees, subcontractors, and consultants with a need to know the Proprietary Information, subject to a nondisclosure obligation comparable in scope to this Article XIII. Each Party shall protect the other Party’s Proprietary Information by using the same degree of care (but no less than a reasonable degree of care) that it uses to protect its own Proprietary Information. The obligations imposed by this Article XIII shall expire five (5) years after the expiration or termination of the last MetaCarta Agreement in existence between the Parties, provided however, that the obligations imposed by this Article XIII shall continue in perpetuity with respect to MetaCarta’s trade secrets, and shall not apply to any Proprietary Information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was developed independently by the Receiving Party prior to the date of disclosure; or (c) is rightfully obtained by the Receiving Party from a third party entitled to disclose the information without confidentiality restrictions. A Receiving Party may also disclose Proprietary Information to the extent required by a court or other governmental authority, provided that, if legally permitted, the Receiving Party promptly notifies the Disclosing Party of the disclosure requirement and cooperates with the Disclosing Party (at the latter’s expense and at its request) to resist or limit the disclosure. Without limiting the foregoing, Customer shall not, without MetaCarta’s prior written consent, disclose to any third party the results of benchmark or other performance tests run on the Products.

### VIII. GENERAL TERMS

8.1 Contract Interpretation. All headings in the MetaCarta Agreement(s) are included solely for convenient reference, and shall not affect its interpretation. As used in the MetaCarta Agreement(s), (i) the word “including” means “including but not limited to;” (ii) the word “herein” means in the MetaCarta Agreement(s) and the word “hereunder” means under the MetaCarta Agreement(s) and (iii) section or exhibit references in these Master Terms or in any MetaCarta Agreement (excluding these Master Terms) shall be deemed to be references to sections in or exhibits to such Master Terms or MetaCarta Agreement (excluding these Master Terms), as the case may be, except where expressly indicated otherwise. If any provision of the MetaCarta Agreement(s) is determined by a court to be unenforceable as drafted, that provision shall be construed in a manner designed to effectuate its purpose to the greatest extent possible under applicable law, and the enforceability of other provisions shall not be affected.

8.2 Notices. All notices sent under any MetaCarta Agreement shall be in writing and: (a) hand delivered; (b) transmitted by fax; or (c) delivered by prepaid overnight courier, to the addresses indicated on the cover page. Notices shall be sent to the Parties’ respective addresses as indicated on the cover page, attention President. Such notices shall be deemed received on the date of delivery.

8.3 Relationship of the Parties. Nothing in the MetaCarta Agreement(s) shall be construed as creating a partnership, joint venture or agency relationship between the Parties, or as authorizing either Party to act as agent for the other or to enter into contracts on behalf of the other. Neither Party shall represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor to represent the other Party as agent, employee, franchisee, or in any other capacity.

8.4 Assignment and Delegation. Customer shall not assign any of its rights or delegate any of its duties under any MetaCarta Agreement without the prior written consent of MetaCarta which consent shall not be unreasonably withheld or delayed. Any purported assignment in contravention of this Section 14.4 is null and void. A transfer of a controlling interest of Customer shall be deemed an assignment for purposes of this subsection. Subject to the foregoing, any and all MetaCarta Agreement(s) shall bind and inure to the benefit of any successors or assigns. MetaCarta may assign any and all MetaCarta Agreement(s) in whole or in part, by operation of law or otherwise.

8.5 Modifications. The MetaCarta Agreement(s) may be modified or amended only by a written agreement signed by both Parties.

8.6 Export. Customer acknowledges and agrees that the Products and Licensed Output are subject to the export control laws and regulations of the United States, including the Export Administration Regulations (“EAR”), and regulations of the U.S. Department of Treasury, Office of Foreign Asset Controls and that Customer shall comply with such laws and regulations. Without limiting the foregoing, Customer shall not, without prior U.S. government authorization, export, re-export, or transfer any MetaCarta Products and Services or Licensed Output, either directly or indirectly, to any country subject to a U.S. trade embargo (e.g., Cuba, Iran, North Korea, Sudan, and Syria) or to any resident or national of any such country, or to any person or entity listed on the “Entity List” or “Denied Persons List” maintained by the U.S. Department of Commerce or the list of “Specifically Designated Nationals and Blocked Persons” maintained by the U.S. Department of Treasury. In addition, the Products and Licensed Output may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Such activities include activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons.

8.7 Force Majeure. MetaCarta shall be excused from performance for any period during which, and to the extent that it or its subcontractor(s) is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, communication line failures, and power failures, etc.

8.8 Counterparts and Exchanges by Fax. Any MetaCarta Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. The exchange of a fully executed MetaCarta Agreement (in counterparts or otherwise) by fax or email shall be sufficient to bind the Parties to the terms and conditions of the MetaCarta Agreement(s).

8.9 Publicity. Customer agrees that MetaCarta may announce

## Exhibit B

publicly that Customer and MetaCarta have entered into a MetaCarta Agreement. Customer agrees that (i) MetaCarta may use Customer as a reference, which may include phone references and include Customer's name on a customer reference list that MetaCarta may provide to potential customers of MetaCarta's Products; (ii) that MetaCarta may include Customer's name in its sales presentations, trade shows exhibits and web sites, and (iii) subject to Customer's prior written consent, MetaCarta may use Customer's name and logo and the relationship between the Parties, as a success story for publication (including for case studies and white papers).

8.10 Governing Law. The interpretation of the MetaCarta Agreement(s) shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles. Any disputes under any MetaCarta Agreements may be brought in the state courts located in Middlesex County and Federal courts located in the District of Massachusetts, and the Parties hereby consent to the personal jurisdiction and venue of such courts.

8.11 Injunctive Relief. Either Party may be irreparably damaged if the other Party violates its obligations under Article I or Article XIII, or both, and the non-breaching Party may not have an adequate remedy in that case. The Parties agree, therefore, that the non-breaching Party may be entitled, in addition to other available remedies, to an injunction restraining any actual, threatened or further violation of the other Party's obligations under Article I or Article XIII, or both, or any other appropriate equitable order or decree.

8.12 Waiver. No waiver under any MetaCarta Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

8.13 Entire Agreement. Any MetaCarta Agreement, including any exhibits attached thereto and any Sales Orders executed thereunder, sets forth the entire agreement and understanding between the Parties with respect to the subject matter thereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter thereof.

### IX. DEFINITIONS

The following capitalized terms as used herein shall have the meaning ascribed to them below.

9.1 "Appliance Agreement" shall mean an agreement entered into by Customer and MetaCarta pursuant to which MetaCarta provides MetaCarta Appliances and related products to Customer, which agreement incorporates by reference these Master Terms and all Sales Orders executed under such agreement.

9.2 "Authorized Applications" shall mean (a) if an applicable Sales Order does not specify a Program/Organization/Network, websites and other products or services offered by Customer to end users and (b) if an applicable Sales Order specifies a Program/Organization/Network, websites and other products or services offered by Customer (or, if applicable, the specified third party) to end users through such Program/Organization/Network. Authorized Applications do not include third-party websites or other third-party products or services through which the Products, Licensed Output, or products/services referenced in (a) or (b) may be displayed or accessed.

9.3 "Authorized Employees and Contractors" shall mean, (a) in such circumstances where a Sales Order does not specify a particular Program/Organization/Network for a Product, Customer's employees and contractors and (b) in circumstances where a Sales Order does specify that a Product is limited to a specific

Program/Organization/Network (whether an internal Customer Program/Organization/Network or a third-party Program/Organization/Network on whose behalf Customer has ordered such Product (a "Third-Party Program/Organization/Network")), employees and contractors of Customer or the Third-Party Program/Organization/Network who are providing services to such Program/Organization/Network.

9.4 "Authorized Users" shall mean the number of persons specified on the applicable Sales Order as are permitted to use the applicable Product. If a Sales Order does not specify a number of Authorized Users for a particular Product, such number shall be deemed unlimited.

9.5 "Customer Materials" shall mean the information, content, data and materials used by Customer with, and provided by Customer to be processed by, the Products.

9.6 "Documentation" shall mean MetaCarta's then current help guides and manuals published by MetaCarta and made generally available by MetaCarta for the applicable Products.

9.7 "Fees" shall mean the fees set forth in any Sales Orders.

9.8 "Intellectual Property Rights" shall mean all copyrights and other rights in works of authorship, patent rights, mask work rights, trade secret rights, trade mark and service mark rights, database protection rights and other intellectual and proprietary rights in any and all jurisdictions and all registrations therefore.

9.9 "Licensed Output" shall mean all data and information obtained by Customer through any use of the Products, including (1) confidence and relevance scores describing references in text; (2) character range offsets describing substrings in the input text associated with locations; (3) latitude and longitude coordinates for locations, (4) metadata describing locations and references to them, and (5) images derived from the Products.

9.10 "MetaCarta Appliance" shall mean the MetaCarta-branded appliance, including hardware, software and data, provided under an Appliance Agreement.

9.11 "MetaCarta Hosted Service" shall mean the MetaCarta service(s) offered under a Hosted Services Agreement.

9.12 "Party" shall mean a Party to the applicable MetaCarta Agreement and "Parties" shall mean the Parties to the applicable MetaCarta Agreement.

9.13 "Product Materials" shall mean any written materials, including Documentation and training materials, provided by MetaCarta to Customer.

9.14 "Products" shall mean the products and services provided or licensed by MetaCarta to Customer under any executed MetaCarta Agreement, including MetaCarta Appliances, software and services.

9.15 "Program/Organization/Network" shall mean the program, business, division, organization, and/or network specified in a Sales Order for a certain Product.

9.16 "Sales Order" shall mean (i) a document issued by MetaCarta and signed by both Parties specifying specific Products ordered by Customer and associated pricing and term or (ii) a document ordering Products submitted by Customer and accepted by MetaCarta as evidenced by the issuance of an invoice that references a document issued by MetaCarta specifying such Products and associated pricing and term.

9.17 "Hosted Services Agreement" shall mean an agreement entered into by Customer and MetaCarta pursuant to which MetaCarta provides Customer access to certain MetaCarta hosted services, which agreement incorporates by reference these Master Terms and all Sales Orders executed under such agreement.



9.18 "MetaCarta Agreement" shall mean an Appliance Agreement or a Hosted Services Agreement that MetaCarta and Customer have entered into and includes, for avoidance of doubt, all Sales Orders executed thereunder.

Appendix A

**METACARTA BRANDING GUIDELINES**

When displaying, performing or distributing any Licensed Output (each such display, performance or distribution, a “Data Display”), Customer shall use and display MetaCarta Brand Identifiers in connection with such Licensed Output as set forth below:

1. If the Data Display includes a map:
  - a. Customer shall prominently display the Powered By MetaCarta Logo set forth below, directly on the map in the lower left corner in a size of no less than 100 by 22 pixels, but in any case not smaller than any other third-party brand attribution displayed on such map and if the map provider’s logo is already in the lower left corner, then prominently display directly to the right of such logo, and
  - b. And if the Data Display is generated from:
    - i. A MetaCarta GTS product, Customer shall prominently display the MetaCarta Copyright and Patent Notice set forth below directly on the map, in a size not less than 100 by 10 pixels.
    - ii. Any other Product, Customer shall prominently display directly adjacent to the map the MetaCarta Copyright Notice set forth below, in a size of no less than 100 by 10 pixels, but in any case not smaller than any other third-party brand attribution displayed on or adjacent to such map.
2. If the Data Display includes text, for example as a text listing, or highlighted text Customer shall:
  - a. Prominently display the MetaCarta Logo or the Powered by MetaCarta Logo, both set forth below, adjacent to the Data Display in a size of no less than 100 by 22 pixels, but in any case not smaller than other third-party brand attribution displayed together with the Data Display.
  - b. Prominently display the MetaCarta Copyright Notice set forth below, directly adjacent to the Data Display in a size of no less than 100 by 10 pixels.

“Powered by MetaCarta Logo”:	
“MetaCarta Logo”:	
“MetaCarta Copyright Notice”:	Copyright 1999-[YEAR] by MetaCarta. All rights reserved Where [YEAR] is the then current year.
“MetaCarta Copyright and Patent Notice”:	Copyright 1999-[YEAR] by MetaCarta. All rights reserved; U.S. Patent 7,117,199 Where [YEAR] is the then-current year.