

ATTACHMENT VII END USER LICENSE AGREEMENT

LICENSING AGREEMENT FOR TERRAGO TECHNOLOGIES, INC. DESKTOP AND SERVER SOFTWARE APPLICATIONS

IMPORTANT-READ CAREFULLY: This TerraGo Technologies, Inc. License Agreement ("License" or "Agreement") is a legal agreement between You (either an individual or an entity, who will be referred to in this License as "You") and TerraGo Technologies for the use of desktop and server software applications, and which may include associated media, printed materials, and other components and software modules including but not limited to drivers ("Product"). The Product also includes any software updates that TerraGo Technologies may provide to You or make available to You, or that You obtain after the date You obtain Your initial copy of the product, to the extent that such items are not accompanied by a separate license agreement or terms of use. BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS TERRAGO TECHNOLOGIES LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS TERRAGO TECHNOLOGIES LICENSE YOU HAVE NO RIGHTS TO THE PRODUCT SO DO NOT INSTALL OR USE THE PRODUCT.

The Product is protected by copyright laws as well as other intellectual property laws. The Product is licensed and not sold.

Notice of Intellectual Property Rights

A U.S. patent has been applied for to cover methods and systems embodied in this software product.

1. **GRANT OF LICENSE.** TerraGo Technologies grants You a non-exclusive, nontransferable license to install and use the product provided You comply with all the terms and conditions of the following rights, set forth here within.
 - 1.1. Single-Use Perpetual License. You may permit a single authorized end user to install and use the Product on a single computer for use by that end user on the computer on which the Product is installed. Remote access is not permitted without the express written consent of TerraGo Technologies.
 - 1.2. Server Perpetual License. You may install and use the Product on a single server to provide services to multiple users on the same or other computers.
 - 1.3. Single-Use Term License. Same usage terms as the Single Use Perpetual License. The period of use is limited to a fixed duration at which the time the software must be deinstalled from the computer unless the license is renewed for an additional period of time.
2. **ADDITIONAL LIMITATIONS.** You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation. You may not rent, lease, lend or transfer the Product, or Your license to the Product, or host the Product for third parties. The Product is licensed as a single product; its component parts may not be separated for use on more than one computer. The Product may include copy protection technology to prevent the unauthorized copying of the Product or may require original media for use of the Product on the Device; it is illegal to make unauthorized copies of the Product or to circumvent any copy protection technology included in the Product. Neither the software nor the output generated directly or as a derivative of using the Product may be resold either by the licensee or a third party customer without the prior written permission of TerraGo technologies or if You are granted these rights through the purchase of a Production Use Perpetual License as described in Section 4. All rights not expressly granted to You are retained by TerraGo Technologies.
 - 2.1. Map2PDF Bundle. For any GeoPDF document enabled for the use of the GeoMark functionality, You may not deploy said document for this use to more than five hundred (500)

unique recipients. For deployment of a GeoPDF enabled for GeoMark functionality to more than five hundred (500) unique recipients, You must purchase additional GeoMark user licenses from TerraGo Technologies or its authorized agents.

- 2.2. **Third Party Software.** TerraGo Technologies represents that it currently has in place, or shall obtain, a license to use the source code for any third party software that is embedded into the Product and TerraGo Technologies shall grant a sublicense to You to use the third party software pursuant to the terms of this License Agreement. TerraGo Technologies warrants that it has the right to sublicense any embedded third party software to You under the terms of this License Agreement. TerraGo Technologies has title and ownership of, or a valid license to use and/or sublicense the use of, all third party software embedded in the Product and to permit the use of the third party software embedded in its Product by You under the terms of this License Agreement. No third party software embedded in the Product or furnished or created by TerraGo Technologies in connection with and under the terms of this License Agreement shall infringe any copyright, trade secret, trademark, patent or any other proprietary rights of any third party or parties.

2.2.1. *LizardTech, Inc.*: Portions of this computer program are copyright (c) 1995-2005 LizardTech, Inc. All rights reserved. MrSID is protected by U.S. Patent No. 5,710,835. Foreign Patents Pending.

3. **EDUCATIONAL USE. TERMS AND CONDITIONS.** If the Product You have received with this EULA is an Educational Software Bundle (where either an education price is paid for the Product, the Product is received by virtue of Your participation in a TerraGo program designed for educational or research institutions, or is provided by TerraGo to You under some other arrangement), You are not entitled to use the Product unless You are an employee or student of the educational institution. Educational Software Products may be used for educational and research purposes only. Commercial and general production use of Educational Software Products are specifically prohibited. The Product is provided under a Single-Use Term License as described above. You may install one copy of the Product on each desktop computer in a designated university computer lab used for Educational purposes not to exceed the maximum allowed under Your purchase agreement. Your Educational license is granted for a period of one year, unless stated otherwise, from when the Product license keys are made available to You. Your Educational license entitles You to email and telephone support for up to two designated employees and product upgrades during the term of Your license. You grant TerraGo Technologies the right to use material created under these terms and conditions for marketing and advertising purposes.
4. **PRODUCTION USE TERMS AND CONDITIONS**

If the license you have purchased is for production use, TerraGo Technologies expressly grants you the right to resell output and derivatives, without further consent or royalties to TerraGo Technologies, unless other terms are agreed to You under a separate agreement with TerraGo Technologies. The Production Use license does not entitle You to resell any software license unless permitted under a separate TerraGo Technologies reseller agreement.

5. **SUPPORT AND MAINTENANCE TERMS AND CONDITIONS.**

5.1. **Provision of Support and Maintenance.** Unless Your license falls under the exceptions of the Educational Use terms described in Section 3 or is in conjunction with use of the free GeoPDF Toolbar Product, You must purchase support and maintenance for the Product as described in this Section 4 for the first year by paying TerraGo Technologies or its authorized agent the applicable Maintenance Fees described herein. Subsequent maintenance renewals are optional but required to continue support and maintenance services.

5.2. **Term of Maintenance.** TerraGo Technologies agrees to provide Maintenance (as defined herein) to You pursuant to the terms and conditions set forth herein provided that You pay the Maintenance Fee for each Product for which Maintenance is desired and as further described in Section 5.5 below. Maintenance will be provided for a period of one year, unless otherwise agreed to by the parties, from the date of purchase of the Product (the "Initial Support and Maintenance Term"), and with renewals, annually from the expiration date of the prior Support and Maintenance Term. Failure to renew annual maintenance and subsequent termination of the support and maintenance may result in You having to purchase a new perpetual license in order to receive future versions of software and associated ongoing support and maintenance.

5.3. **Maintenance Services.** In exchange for the Maintenance Fee, TerraGo Technologies agrees to provide to

You during the term of this Agreement support and maintenance (collectively "Maintenance") as follows:

- 5.3.1. *Support:* TerraGo Technologies will provide email and telephone support to You for current versions of the Product between the hours of 8:30 a.m. and 5:00 p.m., Eastern Time (North America), Monday through Friday, excluding holidays. TerraGo Technologies will investigate all of Your questions and problems promptly. You agree to provide adequate information to TerraGo Technologies to assist in the investigation and to confirm that any problems have been resolved. TerraGo Technologies does not provide guaranteed response time but will make every effort to answer emails and voice mails within twenty-four (24) hours or less during the business hours provided above.
- 5.3.2. *Maintenance:* TerraGo Technologies will supply to You, at no additional charge, any improvements, upgrades, or modifications to the Product that TerraGo Technologies makes generally available. Any such improvements, upgrades, or modifications shall become part of the Product for all purposes of this Agreement.
- 5.3.3. You acknowledge and agree that the Maintenance to be provided by TerraGo Technologies hereunder is limited to the most current version of the Product and the immediately preceding version.
- 5.4. *Exclusions.* TerraGo Technologies' obligation to provide Support is contingent upon proper use of the Product. Moreover, TerraGo Technologies shall be under no obligation to provide Support should such services be required due to (a) failure to operate the Product within the systems requirements provided for the Product (b) any modification or attempted modification of the Product by You or any third party or (C) Your failure or refusal to implement Product changes recommended by TerraGo Technologies.
- 5.5. *Consideration.* In payment of the Maintenance services to be provided by TerraGo Technologies hereunder, You shall pay TerraGo Technologies, or its authorized agent, the applicable fee for the Initial Support and Maintenance Term as indicated on the related invoice, receipt, purchase order, or other ordering document ("Maintenance Fee"). At the end of the Initial Support and Maintenance Term, or any subsequent Support and Maintenance Term, You may renew participation in Maintenance services for additional annual term(s) provided You (a) are current on all payments due to TerraGo Technologies and (b) pay TerraGo Technologies, or its authorized agent, the applicable renewal fee, which TerraGo Technologies, or its authorized agent, shall invoice prior to the end of the preceding term, unless terminated by You at least 30 days prior to the expiration of the then current Support and Maintenance Term. The Maintenance Fee for renewal shall be equal to the Maintenance Fee for the immediate preceding annual term plus an increase, if any, not to exceed the Consumer Price Index (CPI), as published by the U.S. Department of Labor. In addition, Maintenance shall be discontinued for any and all subsequent Support and Maintenance Terms for which You fail to pay TerraGo Technologies the invoice within ten (10) days after the prior Maintenance expiration date. TerraGo Technologies may, in its sole discretion, extend additional terms or conditions as warranted around payment of maintenance consideration.
- 5.6. *Exceptions.* For use of the free GeoPDF Toolbar Product or a Beta Software Product, only the Maintenance Services and Exclusions paragraphs of this section apply. For use of the Product under Educational Use terms, the Maintenance Services and Exclusion paragraphs apply as long as You are paid for the period defined under Your Single-Use Term License.
6. **PAYMENT TERMS.** Unless explicitly set forth in this Agreement, all fees and other amounts due under this Agreement are non-cancelable and non-refundable. Unless otherwise agreed to by the parties, You shall pay all fees or amounts within 30 days of the date of the invoice. A late fee shall be charged on any overdue amounts and any other fees and expenses not paid as provided under this Agreement at the rate of one and one-half percent (1½%) per month, or the highest rate allowable under applicable law, whichever is less, commencing with the date payment was due.
7. **TAXES.** The fees and all other amounts due as set forth in this Agreement are net amounts to be received by TerraGo Technologies, exclusive of all taxes, duties, and assessments, including without limitation all sales, withholding, VAT, excise, ad valorem, and use taxes (collectively, the "Taxes"), and are not subject to offset or reduction because of any Taxes incurred by You or otherwise due as a result of this Agreement. You shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on TerraGo Technologies' income.
8. **CONSENT TO USE OF DATA.** If TerraGo Technologies provides any support services to You, You agree that TerraGo Technologies and its affiliates may collect and use technical information You provide as a part of any such support services related to the Product. TerraGo Technologies agrees not to use this information in a

form that personally identifies You.

9. **INTELLECTUAL PROPERTY RIGHTS.** All title and copyrights in and to the Product, the accompanying printed materials, and any copies of the Product are owned by TerraGo Technologies. All title and intellectual property rights in and to the content that is not contained in the Product, but that may be accessed through use of the Product, is the property of the respective content owners and may be protected by applicable copyright and/or other intellectual property laws.
10. **EXPORT RESTRICTIONS.** You acknowledge that Product is of U.S. origin. You agree to comply with all applicable foreign, federal, state and local laws and regulations governing Your use of the Product. Without limiting the foregoing, in the event that this Agreement permits export of the Product outside the U.S., You shall be solely responsible for compliance with all applicable U.S. export laws, rules, and regulations. The Product is subject to the U.S. Export Administration Regulations and other U.S. law, and may not be exported or re-exported to certain countries (currently Cuba, Iran, Libya, North Korea, Sudan and Syria) or to persons or entities prohibited from receiving U.S. exports (including those (a) on the Bureau of Industry and Security Denied Parties List or Entity List, (b) on the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, and (c) involved with missile technology or nuclear, chemical or biological weapons).
11. **APPLICABLE LAW.** If You acquired this Product in the United States, this License is governed by the laws of the State of Delaware. If this Product was acquired outside the United States, then local law may apply.
12. **WARRANTY**
 - 12.1. **Warranty.** TerraGo Technologies warrants that for a period of 90 days from the date of delivery ("Warranty Period"), under normal use, the Product will perform substantially in conformance with the specifications published in the Documentation. During such period, and as the sole obligation and Licensee's sole remedy under the warranty provided in this Section, if Licensee provides written notice of TerraGo Technologies's failure to comply with the above warranty, TerraGo Technologies will use reasonable commercial efforts to correct such nonconformity in the Product as in accordance with the terms of the Maintenance and Support Policy. In addition, if TerraGo Technologies determines it is not commercially reasonable to correct the nonconformity, TerraGo Technologies may elect to terminate the license to such Product, upon which termination Licensee will promptly return to TerraGo Technologies all such copies of such Product. Upon receipt of the Product from Licensee, TerraGo Technologies will return to Licensee all license fees (and any unused support fees) paid to TerraGo Technologies by Licensee for such Product. This warranty set forth above does not apply to, and TerraGo Technologies shall have no obligation with respect to, any non-conformity arising as a result of (i) use of the Product other than as specified under this Agreement and the related Documentation; (ii) any modification or alteration of the Product performed other than by TerraGo Technologies or its agents, or (iii) transfer of the Product to any computer system other than Yours, except as permitted in this Agreement.
 - 12.2. **Disclaimer.** Other than the warranty set forth in Section 12.1 above, and to the maximum extent permitted by applicable law, TerraGo Technologies, its authorized resellers and their subsidiaries provides the Product and any support services related to the Product ("Support Services") *AS IS AND WITH ALL FAULTS*, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support services.
13. **LIMIT OF LIABILITY AND EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TERRAGO TECHNOLOGIES, ITS AUTHORIZED RESELLERS OR THEIR SUBSIDIARIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS LICENSE, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF TERRAGO TECHNOLOGIES, EVEN IF TERRAGO TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES.

14. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that You might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of TerraGo Technologies, its resellers and their subsidiaries under any provision of this License and Your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by You for the Product or USD \$25.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
15. **NOTICE TO U.S. GOVERNMENT END USERS**
 - 15.1. For contracts with agencies of the Department of Defense, the Government's rights in: (1) commercial computer software and commercial computer software documentation shall be governed, pursuant to 48 C.F.R. 227.7201 through 227.7202-4, by TerraGo Technologies' standard commercial license(s) for the respective product(s); (2) software and software documentation other than commercial computer software and commercial computer software documentation shall be governed by 48 C.F.R. 252.227-7014; (3) technical data for commercial items other than software or software documentation shall be governed by 48 C.F.R. 252.227-7015(b); and (4) technical data for non-commercial items other than software or software documentation shall be governed by 48 C.F.R. 252.227-7013.
 - 15.2. For contracts with U.S. Government agencies other than the Department of Defense agencies, the Government's rights in: (1) commercial computer software and commercial computer software documentation shall be governed, pursuant to 48 C.F.R. 2.101 and 12.212, by TerraGo Technologies' standard commercial license(s) for the respective product(s); (2) software and software documentation other than commercial computer software and commercial computer software documentation shall be governed by 48 C.F.R. 52.227-14, Alternative III; and (3) technical data other than software and software documentation shall be governed by 48 C.F.R. 52.227-14 including, where applicable Alternatives I or II.
16. **GENERAL.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware excluding that body of laws known as conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the State of Delaware and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. You may not assign this Agreement or any right or interest hereunder, by operation of law or otherwise, without TerraGo Technologies' express prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy or supplies, war, terrorism, riot, or acts of God. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. This Agreement, including TerraGo Technologies' support and maintenance services terms constitutes the entire and exclusive agreement between the parties concerning its subject matter and supersedes all prior written and oral understandings and agreements between the parties regarding its subject matter. The terms and conditions contained in any customer purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by TerraGo Technologies and will be deemed null and of no effect.
17. **COMPLIANCE WITH LICENSES.** If You are a business, company or organization, You agree that upon request from TerraGo Technologies or its authorized representative You will within thirty (30) days fully document and certify that use of any and all TerraGo Technologies Products at the time of the request is in conformity with Your valid licenses from TerraGo Technologies.

Should You have any questions concerning this License, or if You desire to contact TerraGo Technologies for any reason, please call (678) 391-9700.