

MetaCarta

1943 Isaac Newton Square East, Suite 200

Reston, VA 20190

<http://www.metacarta.com/>

**Carahsoft Rider to Application Security End User License Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the MetaCarta. ('Manufacturer') End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See FAR 12.212(a)*), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court.

In the event of a conflict between Section II (Term and Termination) of MetaCarta's Exhibit B to its EULA (MetaCarta Master Terms & Conditions) and terms and conditions relating to termination in Carahsoft's GSA contract GS-35F-0119Y, any differences shall be resolved in accordance with the order of precedence set forth in FAR 52.212-4(s).

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract

amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

- (n) Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.



METACARTA LICENSE AGREEMENT
(GOVERNMENT CONTRACT)

This **MetaCarta License Agreement** (“License Agreement”), is entered into as of _____ (the “Effective Date”) by and between **MetaCarta, a division of Qbase, LLC**, an Ohio limited liability company with offices at 250 Veronia Drive, Suite 300, Springfield, OH 45505 (“MetaCarta”) and _____, with its principal place of business at _____ (“Customer”).

In consideration of the mutual covenants and undertakings herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and MetaCarta hereby agree as follows:

This License Agreement includes and hereby incorporates by reference the MetaCarta Maintenance and Support Policy attached as Exhibit A, the Master Terms attached as Exhibit B, all Sales Orders hereunder and all other exhibits hereto and thereto. In addition to the terms defined in this License 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 Sales Order hereunder, this License Agreement shall be effective as of the date of execution by Customer of such Sales Order and continue for the term specified in such Sales Order for such Product (the “Term”).

II. Licenses

2.1 License Grant For each Product provided under a given Sales Order under this License Agreement, and subject to the terms and conditions of this License 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 Software solely for the purpose of using, in accordance with the terms hereof and the Documentation;

(ii) if such Sales Order includes Production Product, to use such Production Product 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 such Sales Order and subject to any additional usage rights expressly set forth in such Sales Order: provided, however, that (a) if the Sales Order specifies that such Product is to be used for “internal” use, Customer shall restrict use of such Production Product (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 Product is to be used for “external” use, Customer shall restrict use of such Production Product (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 Product through Authorized Applications, with such total not to exceed the number of Authorized Users.

(iii) if such Sales Order includes a Backup Product or Standby Product, to use, and authorize its Authorized Employees and Contractors to use, the Backup Product or Standby Product specified in such Sales Order solely (a) for backup and standby purposes and (b) in production solely in the event the associated Production Product fails; provided, however, that in no event may Customer or its Authorized Employees and Contractors use both the Production Product and Backup Product or Standby Product in production (i.e., to provide services to end users) concurrently, and provided further that

when such Backup Product or Standby Product is used in production the license and use restrictions applicable to Production Products shall apply; and

(iv) if such Sales Order includes a Development and Test Product, to use, and authorize its Authorized Employees and Contractors to use, the 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, however, that Customer may not use the Development and Test Product to provide services to end-users except for short-term testing, pilots, or proof-of-concepts.

Customer may allow its Authorized Employees and Contractors to use the Products provided hereunder in connection with the foregoing rights granted to Customer, provided that Customer shall ensure that each of them comply with all terms and conditions hereof and use such Products for the purposes contemplated and permitted by any applicable Sales Order solely as necessary to provide services to Customer.

2.2 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 established by the terms specified in such Sales Order, subject to the terms and conditions set forth in the applicable MetaCarta Agreement and herein, including payment of all applicable Fees and compliance with all of the following use restrictions:

(i) if the applicable Sales Order specifies that a Product 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 the internal use of Customer (or, if the applicable Sales Order specifies a Third Party Program/Organization/Network, for internal use within such Program/Organization/Network). For the avoidance of doubt, such Licensed Output may not be displayed, distributed or disclosed 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) 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, display, create derivative works from, and distribute the Licensed Output (i) for internal use as and to the extent permitted by

Section 2.2(i) above; 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. All tags must be retained by the license holder and the Customer shall not act as a service bureau.

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

III. Appliance Hardware

3.1 Hardware Ownership. Certain MetaCarta Products include Appliance Hardware. When such MetaCarta Products that include Appliance Hardware are licensed on a “perpetual” basis as designated in any Sales Order, the Appliance Hardware is included as part of the perpetual license and Customer is transferred all rights title and interest (including ownership) in such Appliance Hardware. For all non-perpetual licenses, each MetaCarta Appliance Hardware provided to Customer hereunder shall be leased to Customer. As between Customer and MetaCarta, each item of Appliance Hardware shall remain MetaCarta’s personal property and shall not become part of Customer’s personal or real property by reason of annexation, and MetaCarta shall retain all right, title and interest (including ownership) in any Appliance Hardware unless and to the extent ownership therein is expressly transferred by MetaCarta to Customer in a separate writing or as otherwise expressly provided herein. Customer shall not offer, loan, transfer, encumber, sell or otherwise dispose of any Appliance Hardware to any third party without having received prior written authorization from MetaCarta or unless expressly authorized under this License 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 Appliance Hardware from MetaCarta to Customer, or from Customer to MetaCarta, shall pass to when such shipment is received at its shipping destination. If Customer ships any Appliance Hardware to MetaCarta, Customer shall ensure that (a) such Appliance Hardware is shipped using appropriate packaging materials and a professional carrier, (b) the shipment is insured by Customer at least in the amount of its then-current book value (as determined by MetaCarta), and (c) the Appliance Hardware is shipped to the correct location, as designated by MetaCarta.

3.3 Appliance Replacements. MetaCarta shall have the right in its discretion, from time to time during the Term, to deliver Products of substantially similar or better functionality as a replacement of then-existing Appliance Hardware or other Products whether due to the inoperability of the Appliance Hardware 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. In the event that MetaCarta replaces any Appliance Hardware pursuant to Section 3.3, or the license to a non-perpetually licensed Product, which includes Appliance Hardware, has expired or is terminated under the terms of this License Agreement or accompanying Sales Order, Customer shall, within ten (10) days after such replacement or termination of license either (a) return such Appliance Hardware promptly to MetaCarta in accordance with Section 3.2.

IV. Support and Maintenance Services

MetaCarta’s support and maintenance policy is attached hereto as Exhibit A. 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 License Agreement. With respect to any Product ordered by Customer hereunder for which maintenance and support services are offered, MetaCarta shall provide such maintenance and support subject to the terms and conditions of this License Agreement in respect of such Product in accordance with the support and maintenance policy set forth in Exhibit A. If Customer is receiving maintenance and support 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 Product (excluding any third-party software or third-party hardware that is contained in or part of the Product) 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 pay all costs, damages and expenses (including reasonable legal fees and costs) awarded against Customer by a court of competent jurisdiction in a final judgment not subject to appeal, or as otherwise agreed to in a written agreement signed by MetaCarta arising out of such IP Claim. In accordance with 28 U.S.c. 516, MetaCarta shall have the right, but not the obligation, to participate in the defense and/or settlement of any such claim at its own cost and expense, and Customer shall afford MetaCarta a reasonable opportunity to consult with it throughout such proceedings and in connection with any settlement negotiations in respect thereof. The foregoing notwithstanding, 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 any Products, if the infringement would have been avoided by the use of a current or unaltered release of any such Products, provided that MetaCarta has made such current or altered release available to Customer, (ii) any modification of any Product not authorized in writing by MetaCarta, (iii) the use of any Product other than in accordance with the Documentation and this License Agreement, (iv) use of any Products 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 of the License Agreement applicable to such Product has expired or been terminated. Further, MetaCarta shall have no liability or obligation under this Article V if Customer is in default of any payment obligation to MetaCarta hereunder or under any other agreement, obligation or liability to MetaCarta as determined by a court of competent jurisdiction. If, due to an IP Claim or the threat of an IP Claim, (a) a Product 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 such Product or, in MetaCarta's reasonable judgment, Customer may receive such an order, MetaCarta shall, at its option, (A) replace or modify the Product to be non-infringing, provided that any such replacement or modification of such Product contains substantially similar functionality; (B) obtain for Customer a license to continue using the MetaCarta Product; or (C) request the Customer to terminate the lease and license for the infringing MetaCarta Product and refund the depreciated Fees paid during the then-current Term, as the case may be, for the affected Product 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 then remaining under the then-current Term for the affected Product by (II) the total number of months in the then-current Term for the affected Product. The foregoing notwithstanding, if the then-current Term for the affected Product is for a term of five (5) or more years, then the Fees shall be depreciated on a five (5) year straight-line basis. Nothing contained in this License Agreement or Master Terms attached hereto as Exhibit B (including, without limitation, Article V of the Master Terms) shall impair or prejudice the U.S. Government's right to EXPRESS remedies provided in the GSA Contract GS-35F-0131R (clause 552.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

Definitions

- 5.1 “Appliance Hardware” shall mean the hardware portions of a Product, if such product includes hardware.
- 5.2 “Software” shall mean any software code that is provided by MetaCarta to Customer as part of, or for use with, a Product, 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).

5.3 “Backup Product” shall mean a Product 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 Product.

5.4 “Development and Test Product” shall mean a Product 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 Products and Services and to develop and test their integration into and interoperability with third-party and Customer systems.

“MetaCarta Data” means the data stored in encrypted or protected form as part of a MetaCarta Product. For avoidance of doubt, “MetaCarta Data” does not include Licensed Output generated by a MetaCarta Product.

5.6 “Production Product” shall mean a Product 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, as denoted in the applicable Sales Order.

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LICENSE AGREEMENT AS AN AGREEMENT UNDER SEAL AS OF THE EFFECTIVE DATE.

EXECUTED BY:

QBASE, LLC

SIGNATURE:

NAME: AMBER N. SCOTT
 TITLE: DIRECTOR OF CONTRACTS
 EMAIL: _____
 DATE: _____

QBASE'S ADDRESS:

**250 VERONIA DRIVE, SUITE 300
 SPRINGFIELD, OH 45505
 PHONE: 888-458-0345 EXT. 239**

CUSTOMER: _____

SIGNATURE:

NAME: _____
 TITLE: _____
 EMAIL: _____
 DATE: _____

CUSTOMER'S PRINCIPAL PLACE OF BUSINESS:

Exhibit A

METACARTA MAINTENANCE AND SUPPORT POLICY

Subject to any provisions, conditions and limitations set forth in any Sales Order, 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 Software does not function in accordance with the Documentation.

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

Workaround - a change in procedures followed by Customer to avoid an Error without substantially impairing use of the 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 according to the priority of the Error pursuant to paragraph 3 below. Installation support for 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 Software, responding to reports of Errors in the Software and determining if the reported Error is a result of a problem with the Software or with other parts and components of MetaCarta Products, including any third-party software or hardware that may be contained in or part of the MetaCarta Products.

Customer is responsible for providing documentation sufficient for MetaCarta to reproduce the Error on its master copy of the 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: 1-888-458-0345

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 Software in a timely manner by providing the repair or replacement of object or executable code versions of the 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 party of or contained in the MetaCarta Product, MetaCarta will work with the provider of the third-party software to address the problem under its support arrangements with such third-party 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 Software Engineer according to the priority level of the Error.

PRIORITY 1 - The 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 workaround 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 workaround 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 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 workaround 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 Software is causing a problem that is only having a minor impact on normal operating activities of the Software (such as a function of the 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 workaround 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, such matters which are 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 Software. Any enhancements shall be subject to the license provisions and other terms and conditions in the applicable License Agreement.

If MetaCarta reasonably believes that a problem reported by Customer may not be due to an Error in the 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 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 Software, (b) modification of the 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 Products. With respect to third-party hardware provided with or included in the MetaCarta Products, 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 Software that MetaCarta makes generally available to supported MetaCarta customers who have executed a License 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 Software; and may condition delivery of any upgrade, improvement or modification on Customer licensing the then-current MetaCarta Products 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 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 any such authorized employee.

Exhibit B

META CARTA MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (“Master Terms”) contain certain terms and conditions that are generally applicable to all Products provided by MetaCarta to Customer. In addition, MetaCarta’s provision and 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 that apply to each such Product.

In the event of a conflict among these Master Terms, any Sales Orders, such portion of any MetaCarta Agreement that does not include these Master Terms and such Sales Orders, any U.S. General Services Administration (“GSA”) contract, and applicable federal law or regulation, the following order of precedence shall control: (1) Federal statutory law, (2) the FAR, (3) any GSA contract, (4) any applicable task order from an “ordering activity” (as such term is defined in GSA Order ADM4800.2G, as may be revised from time to time), (5) the MetaCarta Agreement (without regard to these Master Terms and such Sales Order incorporated into such MetaCarta Agreement); (6) these Master Terms and Conditions; and (7) such Sales Order. In addition to the terms defined in any MetaCarta Agreement, the capitalized terms used herein shall have the meaning ascribed to them in Article IX 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 Products and MetaCarta Hosted Services are set forth, respectively, in the License 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 applicable to such Product set forth in the Sales Order or otherwise.

1.3 API License. In the event that MetaCarta provides Customer with certain application program interfaces and/or sample code (collectively, “API”) in connection with any Product, MetaCarta hereby grants to Customer during the Term applicable to such Product for which such 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 to access and use such Product within the scope of the license or rights applicable to such Product and further subject to the terms and conditions of the applicable MetaCarta Agreements.

1.4 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 1.4 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 any MetaCarta Agreement, 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, names, logos or other identifiers 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 the express written consent of

MetaCarta. Customer agrees to maintain the quality of any Customer products, output or material 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.

1.5 License Restrictions. Without limiting any restrictions contained elsewhere in any MetaCarta Agreement, the limited rights and licenses granted under any MetaCarta Agreement are subject to the following restrictions: Except as otherwise expressly authorized in any MetaCarta Agreement (including any Sales Order): (a) no provision of any MetaCarta Agreement is intended to grant Customer a license under any 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), other than end users of Products that are within the scope of the permitted use specified in a Sales Order which; specifies “external” use (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 expressly 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 for the Program/Organization/Network set forth in the applicable Sales Order; and (e) location information in the form of 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 Authorized Employees and Contractors to access APIs, Documentation and Licensed Output in connection with Customer’s rights granted under Section 1.2 through 1.3 of these Master Terms, provided that: (A) Customer shall ensure that each of them comply with all terms and conditions hereof and use the API, Licensed Output and Documentation for the purposes contemplated and permitted by any applicable Sales Order solely as

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necessary to provide services to Customer; and, in addition, only if Customer is not an agency or instrumentality of the U.S. Government, (B) Customer shall remain liable for any non-compliance by such contractors, acceptance by each of them of such access shall contractually bind each of them to comply with all terms and conditions hereof, including all license restrictions.

1.6 Ownership/Retention of Rights. MetaCarta reserves all rights not expressly granted to Customer under any MetaCarta Agreement. Without limiting the generality of the foregoing, Customer acknowledges and agrees that: (a) except for the rights and licenses granted under any MetaCarta Agreement, 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 ownership of 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 VII of these Master Terms. Customer hereby irrevocably assigns to MetaCarta all Intellectual Property Rights and all other rights and title to the Customer Enhancements. If Customer is an agency or instrumentality of the U.S. Government, Customer shall receive unlimited rights in Customer Enhancements in accordance with FAR 52.227-14. 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 any Customer Enhancements and to otherwise confirm and ensure MetaCarta's rights and interests contemplated or provided for in any MetaCarta Agreement. Customer retains all rights in the Customer Materials not expressly granted to MetaCarta.

1.7 Government Rights. This Section 1.7 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. No term or condition of any MetaCarta Agreement (including these Master Terms) shall be applicable to the extent it conflicts with applicable any federal laws of the United States, including the Federal Acquisition Regulations ("FAR"), or any agreement by and between MetaCarta and any agency or department of the United States (including any provisions relating to warranties or rights of termination).

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 II or as otherwise provided in such MetaCarta Agreement.

2.2 Termination. If Customer or MetaCarta 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 (30) day notice period. The foregoing notwithstanding, if Customer fails to make payment of any Fees 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 in full within such five (5) day period. At its option, MetaCarta shall have the right to treat any breach by Customer of any MetaCarta Agreement as a breach by Customer of any or all other MetaCarta Agreements to which Customer is a Party. 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 immediately upon notice to the other Party if no Sales Orders are then in effect under such MetaCarta Agreement. The foregoing notwithstanding, nothing in this provision shall supersede the provision for Termination or Disputes in accord with FAR provision 52.212-4 (June 2010) (Deviation Feb 2007) reference in any applicable GSA contract. If the Customer is an agency or instrumentality of the U.S. Government, termination by MetaCarta is not allowed unless MetaCarta's reseller requests cancellation or termination of the License Agreement on behalf of Metacarta if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process.

2.3 Effect of Termination. Upon expiration or termination of any MetaCarta Agreement in whole or with respect to any Products, (a) Customer shall immediately cease using any such 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 referred to in Section 2.3(a) and all copies thereof, whether or not modified or merged into other materials, provided, however, that the requirements of this Section 2.3(b) shall not apply with respect to Customer to Products or Proprietary Information that Customer is entitled to use under a MetaCarta Agreement then remaining in effect or, with respect to MetaCarta, to Products or Proprietary Information that MetaCarta reasonably needs to provide Products to Customer under a MetaCarta Agreement then remaining in effect. Customer's rights to use, in accordance with and subject to any applicable MetaCarta Agreement, the Licensed Output generated prior to the date of such termination shall survive the expiration or termination of such MetaCarta Agreement. The foregoing notwithstanding, if the Product that Customer is obligated to return or destroy pursuant to this Section 2.3 includes MetaCarta owned Appliance Hardware, if Customer is not an agency or instrumentality of the U.S. Government, Customer shall have the option to (i) pay MetaCarta the book value (as determined by MetaCarta) for such

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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 Appliance Hardware 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 applicable MetaCarta Agreement. MetaCarta shall provide packing materials upon request by Customer.

2.4 Survival. The provisions of Articles II, III, IV, V, VI, VII, VIII and IX 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 each MetaCarta Agreement.

3.2 Disclaimers. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN ANY METACARTA AGREEMENT, 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 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 an agency or instrumentality of 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") from and against any losses, damages, costs and expenses (including attorneys' fees 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 any Products infringe any third-party Intellectual Property Rights; or (ii) any third-party claim that the Customer Materials infringe, misappropriate or violate any Intellectual Property Rights or Proprietary Information of any third party.

4.2 Conditions. Customer's indemnification obligations under this Article IV shall be subject to the following conditions: (a) the Indemnified Party shall promptly notify Customer in writing no later than thirty (30) days after the Indemnified Party's receipt of notification of the claim; provided, however, 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, 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. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AGGREGATE AND CUMULATIVE LIABILITY OF METACARTA 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. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

VI. PAYMENT; FEES

If Customer is an agency or instrumentality of the U.S. Government this Article VI shall not apply.

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 each Sales Order made with respect to such MetaCarta Agreement. All payments shall be nonrefundable and irrevocable and shall be due and payable in full, without setoff or offsets of any kind or for any reason, 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; or (ii) the greatest amount permitted by applicable law on any amount 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.

VII. CONFIDENTIALITY

7.1 Proprietary Information. The term "Proprietary Information" means information, in whatever form provided, relating to a Party's research, development, technology, or business affairs that the Party treats as a trade secret, or as proprietary or confidential information, whether now or hereafter existing and whether or not marked or identified as confidential. For purposes of each MetaCarta Agreement,

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(a) MetaCarta's and its supplier's Proprietary Information shall include, but shall not be limited to, MetaCarta's Intellectual Property Rights, 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 all terms, conditions and pricing under each MetaCarta Agreement 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, officers, directors, contractors, agents and consultants with a need to know the Proprietary Information so long as each of them are and remain contractually bound to the same obligation of confidentiality for the benefit of Disclosing Party as set forth herein and that Receiving Party remains liable for any use or disclosure of any Proprietary Information in violation of these Master Terms. 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 VII shall survive termination of any MetaCarta Agreement and shall continue in full force and effect with respect to any Party's Proprietary Information for so long as such Party continues to treat such Proprietary Information as a trade secret, or as proprietary or confidential information, as the case may be. Any provision hereof notwithstanding, the obligations imposed by this Article VII 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 breach of these Master Terms, any MetaCarta Agreement or other violation of an obligation of confidentiality or nondisclosure. Receiving Party may also disclose Proprietary Information to the extent required by law and a court or other governmental authority of competent jurisdiction, provided that, if legally permitted, Receiving Party promptly notifies Disclosing Party of the disclosure requirement in advance and cooperates with 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 any MetaCarta Agreement 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 any MetaCarta Agreement; (iii) the word "and" includes the words "and" and "or;" (iv) references to the plural include the singular, references to the singular include the plural; (v) the word "hereunder" means under any MetaCarta Agreement; and (vi) 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 any MetaCarta Agreement 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 or CEO. 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. Any purported assignment in contravention of this Section 8.4 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 Agreements shall bind and inure to the benefit of any successors or assigns.

8.5 Modifications. Any MetaCarta Agreement may be modified or amended only by a written agreement signed by all Parties and, if Customer is an agency or instrumentality of the U.S. Government, in accordance with the applicable GSA Contract and all applicable provisions of the FAR and other applicable law.

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 contractors 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.

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

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otherwise) by fax or email shall be sufficient to bind the Parties to the terms and conditions of such MetaCarta Agreement.

8.9 **Publicity.** Customer agrees that MetaCarta may announce 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). If Customer is an agency or instrumentality of the U.S. Government, this Section 8.9 is limited as set forth in GSAR 552.203-71 to the extent that such regulation is incorporated into any applicable GSA contract.

8.10 **Governing Law.** The interpretation of each MetaCarta Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles. Any disputes under any MetaCarta Agreements shall be brought exclusively in any the state courts located in the Commonwealth of Virginia, and the federal courts located in Virginia, and the Parties hereby consent to the personal jurisdiction and venue of such courts. This provision shall not apply where Customer is any agency or department of the U.S. Government to which Federal law of the United States shall apply.

8.11 **Injunctive Relief.** If Customer is an agency or instrumentality of the U.S. Government this Section 8.11 shall not apply. Customer and MetaCarta acknowledge and agree that either Party may be irreparably damaged if the other Party violates its obligations under Article I or Article VII, 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 VII, or both, or any other appropriate equitable order or decree.

8.12 **Waiver.** If Customer is an agency or instrumentality of the U.S. Government this Section 8.12 shall not apply. 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.** Subject in all respects to the terms and conditions of any applicable GSA contract, any MetaCarta Agreement, including any exhibits attached thereto (including these Master Terms) 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

In addition to any terms defined elsewhere in these Master Terms or in any MetaCarta Agreement, the following capitalized terms as used herein shall have the meaning ascribed to them below.

9.1 **"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.

9.2 **"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.

9.3 **"Authorized Users"** shall mean the number of persons permitted to use the applicable Product as specified for each Product licensed in each applicable Sales Order.

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

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

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

9.7 **"Hosted Services Agreement"** shall mean an agreement entered into by and between 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.

9.8 **"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 therefor.

9.9 **"License Agreement"** shall mean an agreement entered into by Customer and MetaCarta pursuant to which MetaCarta provides Products to Customer, which agreement incorporates by reference these Master Terms and all Sales Orders executed under or in connection with such agreement.

9.10 **"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.

9.11 **"MetaCarta Agreement"** shall mean a License Agreement or a Hosted Services Agreement that MetaCarta and Customer have entered into and includes, for avoidance of doubt, all Sales Orders executed thereunder or in connection therewith.

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

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

9.14 **"Party"** shall mean any party to the applicable MetaCarta Agreement and any other party bound thereby or obligated thereunder pursuant to the terms and conditions thereof.

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

Exhibit B

9.16 “Products” shall mean the products and services provided or licensed by MetaCarta to Customer under any executed MetaCarta Agreement, including hardware, software and/or services.

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

9.18 “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.




9.19 “Term” shall mean the term applicable to such Product as defined and set forth in the Sales Order or otherwise in the MetaCarta Agreement applicable to such Product.

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 GSRP 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 <i>Where [YEAR] is the then current year.</i> |
| “MetaCarta Copyright and Patent Notice”: | Copyright 1999-[YEAR] by MetaCarta. All rights reserved; U.S. Patents and Patents Pending. <i>Where [YEAR] is the then-current year.</i> |
| MetaCarta Inc., a wholly owned subsidiary of Qbase Holding LLC Logo |  |

MetaCarta may provide, and Customer shall use when provided, updated logos via its APIs or via the website <http://ondemand.metacarta.com>, and shall cease the use of all replaced or updated logos.