

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

1. **Scope.** This Carahsoft Rider and the 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.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. 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..

- (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.

ATTACHMENT VII

INTERMAP TECHNOLOGIES INC. END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is a legal and binding agreement between Intermap Technologies Inc. ("Intermap") and the company, individual, group or other legal entity ("Customer") identified on the order form confirmation generated by Intermap ("Confirmation") for the data, databases and data products of Intermap and its third party providers identified in the Confirmation ("Data") and any software, hardware, documentation, updates, supplements, and other services identified in the Confirmation or otherwise provided by Intermap and its third party providers to Customer with this EULA (Data and such other items collectively "Product(s)"), unless other terms accompany those items, in which event those terms apply to such items.

1. **License Grant.** The Products are licensed to Customer, not sold. Subject to the terms and conditions of this EULA, Intermap grants Customer a limited, revocable, non-transferable, non-exclusive license for the time period specified in the Confirmation to:
 - (a) internally use the Product solely for the purpose set forth in the Confirmation;
 - (b) make copies of the Data as reasonably necessary to achieve the purpose set forth in the Confirmation and for backup purposes;
 - (c) make derivative works of the Data for Customer's internal business purposes solely as permitted in the Confirmation; and
 - (d) permit Customer's contractors and consultants to access and make copies of the Data solely for use on behalf of Customer, provided that such contractors and consultants agree in writing: (i) to be bound by the same Product limitations applicable to Customer, and (ii) to return the Products and any derivative works to Customer, and keep no copy thereof, upon completion of the contracting or consulting engagement. Conduct in violation of this EULA by such other parties will be deemed to be a material breach of this EULA by Customer.

2. **Reservation of Rights; Restrictions.** All rights not expressly granted to Customer are reserved by Intermap and its licensors. Unless applicable law grants Customer additional rights despite this limitation, Customer will refrain from, and prevent others from, using the Products in any manner or for any purpose not expressly authorized by this EULA, including without limitation:
 - a. sublicensing, transferring, selling, leasing or assigning any of the rights granted herein (and any attempt to do so is void).
 - b. copying the Products.
 - c. publishing, disclosing, making available, distributing, transmitting or allowing a third party (except third parties explicitly permitted in Section 1 of this EULA) to access the Product in whole or in part. Notwithstanding the foregoing, disclosure of Products pursuant to a judicial or administrative order will not be deemed to be a breach of the foregoing obligation, provided Customer (i) provides timely written notice of such order to Intermap and (ii) reasonably cooperates with Intermap's efforts to contest or limit the scope of such order.
 - d. unless explicitly permitted in the Confirmation, create derivative works for distribution (where "derivative works" is defined under United States copyright law (17 U.S.C. §101) and, to the extent applicable, international copyright law).
 - e. reverse engineering, decompiling, or disassembling the Product, except as expressly permitted by applicable law (and only then, to the extent permitted by such law and provided further that Customer promptly notifies Intermap of any such activity).
 - f. using any trademarks of Intermap.

- g. using the Product to provide a service bureau, time share or other services to third parties.
 - h. hosting or storing any portion of the Product on equipment not owned or controlled by Customer.
 - i. using any portion of the Product in a manner that does not comply with applicable law, regulations, or governmental orders including, without limitation, all applicable privacy laws.
3. **Protection; Cooperation.** Customer will (a) appropriately notify its employees of its rights and obligations hereunder; (b) use its best efforts to maintain the confidentiality and security of the Products and prevent the unauthorized disclosure or use of the Products; (c) immediately notify Intermap upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Products; and (d) at Customer's own cost, use its best efforts and cooperate with Intermap to promptly cure such.
4. **Ownership.** Intermap and its licensors retain ownership of the Products and all portions thereof, including all rights under copyright law, trademark law, patent law, trade secret law, and all other forms of proprietary and intellectual property protection; and such Products will continue to be subject to the provisions of this EULA, even if Intermap expressly authorizes Customer to: (a) modify, merge, incorporate, or combine the Products, or any portion thereof, into any software, hardware, or other data, or (b) convert or translate the Products into another data format.
5. **Restrictions on NEXTMap® Britain End Users.** In addition to the other restrictions set forth herein, Customer will not use NEXTMap® Britain to create or distribute flood maps, flood hazard maps, flood insurance rate maps, flood models, or any map, image or representation of flood modeling or risk in any manner. The foregoing restriction applies only to End Users of the NEXTMap Britain Product and may not apply to Customer.
6. **Government Uses.** If Customer is a federal, state, or local government agency, the Product is licensed solely to the particular agency and not to any other government agency. The Product is a "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202-1 throughout 227.7202-4 (June 1995), all U.S. Government End Users acquire the Products with only those rights set forth herein. If the Products or any permitted derivative works are used in connection with the performance of any government contracts or subcontracts, Customer will ensure that (i) the Products and any derivative works will not constitute a deliverable under any governmental contracts or subcontracts; and (ii) in no event will a government entity acquire any rights other than those provided in this Section. The foregoing limitations apply only to government End Users and may not apply to Customer.
7. **LIMITED WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.**
 - a. Intermap warrants for the longer of sixty (60) days after the delivery of the Products or as required by applicable law that the Data delivered to Customer will be of the geographic area of interest ordered and the media used to carry the Data will be free from material physical defects. CUSTOMER'S SOLE REMEDY AND INTERMAP'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY IS FOR CUSTOMER TO RETURN THE DEFECTIVE MEDIA TO INTERMAP WITHIN THE WARRANTY PERIOD, AND TO RECEIVE REPLACEMENT MEDIA. IF INTERMAP CANNOT REPLACE THE MEDIA, INTERMAP WILL REFUND THE AMOUNT CUSTOMER PAID FOR THE PRODUCTS. This warranty does not cover problems caused by customer's acts (or failure to act), the acts of others, or events beyond Intermap's reasonable

control.

- b. EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. NOT LIMITING THE FOREGOING, INTERMAP DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS OR THAT USE OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED. IN NO EVENT WILL INTERMAP BE LIABLE FOR ANY CLAIM OR LOSS INCURRED BY CUSTOMER, INCLUDING WITHOUT LIMITATION INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. INTERMAP'S LIABILITY WILL NOT EXCEED THE LICENSE FEES PAID BY CUSTOMER TO INTERMAP WITH RESPECT TO THE PRODUCTS AT ISSUE. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT OR WARRANTY OR TORT AND IS A MATERIAL INDUCEMENT FOR INTERMAP GRANTING THE RIGHTS HEREIN. Because some states and jurisdictions do not allow the foregoing limitations, such limitations may not apply to Customer.
8. **Indemnification.** Customer will defend, indemnify, and hold Intermap, its affiliates, directors, employees, licensors, and agents harmless from and against any claim, action, proceeding, loss, cost, expense, damages, and liability, including reasonable attorneys' fees, arising from: (1) Customer's use or other actions relating to the Products and/or (2) Customer's breach of any provision of this EULA.
9. **Term and Termination.**
 - a. This EULA becomes effective upon use of the Product and will continue in force until terminated as provided herein. This EULA will terminate immediately if Customer fails to comply with any of its terms.
 - b. Upon expiration or termination of this EULA for any reason, Customer will deliver to Intermap all copies and embodiments of the Products and derivative works, if any, and certify in writing that no copies are left in Customer's possession.
 - c. Sections 2 through 8, 9(b) and (c), 10, 11 and 14 survive expiration or termination of this EULA.
10. **Governing Law.**
 - a. This Agreement is governed and interpreted in accordance with the laws of the State of Colorado without regard to its conflicts of law provisions. The United Nations Convention on the International Sale of Goods does not apply.
 - b. Any dispute arising between the parties out of or in connection with this Agreement will be finally resolved by arbitration conducted by one arbitrator in Denver, Colorado pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA") applicable to commercial disputes. The Federal Arbitration Act, 9 U.S.C. Sec. 1-16, not state law, will govern such dispute. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. Each party will bear its own costs and attorneys' fees, and will share equally in the fees and expenses of the arbitrator. The arbitration will be conducted in English, the governing language of this Agreement.
 - c. Nothing in this section will restrict the ability of Intermap or its licensors to pursue any legal or equitable remedy or to obtain an injunction to protect any rights Intermap or its licensors may have arising out of or relating to the Product or

any of Intermap or its licensors' intellectual property rights. Any breach of this Agreement by Customer will cause Intermap and its licensors irreparable harm for which there is no adequate legal remedy. In the event of any actual or threatened breach of this Agreement by Customer, Intermap and/or its licensors are entitled to obtain injunctive and all other appropriate relief from a court of competent authority, without being required to: (i) show any actual damage or irreparable harm, (ii) prove the inadequacy of its legal remedies, or (iii) post any bond or other security.

11. **Assignment.** Neither this EULA nor any of the rights granted by it may be assigned or transferred by Customer, including assignments or transfers by operation of law, as well as by contract, merger or consolidation. This Agreement is binding upon and will inure to the benefit of both parties and permitted successors.
12. **Export Licensing Notification.** The products delivered hereunder are subject to the export licensing regulations of the United States. Customer will comply with such regulations in its use of the Products. Customer is solely responsible for obtaining any and all required government authorizations, including without limitation, any export or import licenses and foreign exchange permits.
13. **Audit.** At Intermap's request, Customer will provide assurances that Customer is using the Products consistent with the terms of this EULA. Upon notice, Intermap may inspect Customer's premises and systems relating to the use of the Products to ensure compliance with this EULA.
14. **Miscellaneous.** This EULA and the Confirmation is the complete and exclusive agreement between Customer and Intermap with respect to the Products and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. In the event of a conflict between the EULA and the Confirmation, the terms of this EULA prevail. If any part of this EULA is found invalid, such invalidity will not affect the validity of remaining portions of this EULA, and the parties will promptly substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. This EULA will be interpreted solely in the English language, and no translation into any foreign language will have any effect.