

**HARRIS GEOSPATIAL SOLUTIONS, INC.
END USER LICENSE AGREEMENT FOR JAGWIRE® 2.2**

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING THE SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

HARRIS GEOSPATIAL SOLUTIONS, INC. ("HGS"), OR ITS AUTHORIZED LICENSOR, IS WILLING TO LICENSE THE SOFTWARE TO YOU OR THE BUSINESS ENTITY YOU REPRESENT ("LICENSEE") UPON THE CONDITION THAT LICENSEE ACCEPTS ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT ("AGREEMENT"). BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT TO THE TERMS OF THIS AGREEMENT.

IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN HGS IS UNWILLING TO LICENSE THE SOFTWARE TO LICENSEE AND (A) LICENSEE MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) LICENSEE MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD/DVD PACKAGE AND ANY WRITTEN MATERIALS) TO THE PLACE OF PURCHASE FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, LICENSEE MAY RETURN THE ENTIRE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND. LICENSEE'S RIGHT TO RETURN AND REFUND EXPIRES 60 DAYS AFTER PURCHASE FROM LICENSOR, AND APPLIES ONLY IF LICENSEE IS THE ORIGINAL END USER PURCHASER.

1. DEFINITIONS.

- 1.1 **"Disaster"** shall mean an unplanned interruption in (a) LICENSEE's data processing services; or (b) telecommunications to or from one or more of LICENSEE's locations that causes the data processing services to stop.
- 1.2 **"Disaster Recovery Computer"** and/or **"Disaster Recovery Computers"** shall mean one or more computers which are used in a Disaster or Disaster recovery exercise/test to run Product(s).
- 1.3 **"Documentation"** means Licensor's documentation for the Product(s) and is Licensor's standard documentation provided to the User, the purpose of which is to explain the installation, use, and operation of the Product, in summary and complete forms.
- 1.4 **"Executable Code"** means the machine-readable version of the Product.
- 1.5 **"Licensed Computer"** and **"Licensed Computer(s)"** shall mean one or more central processing units ("CPU") in a hardware device (including a Server) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- 1.6 **"Operating System"** means software that controls the execution of application programs; an Operating System may provide services such as resource allocation, scheduling, input/output control and data management.
- 1.7 **"Product"** means the Licensor's computer software programs identified in a Product Schedule. Delivery of the Product to LICENSEE shall be in Executable Code form. Product shall also include each and every Update Release, Maintenance Release and New Version available from Licensor during the term of each Maintenance and Support Period.
- 1.8 **"Server"** means a computer or device on a network that manages network resources. By way of example and not of limitation, a file server is a computer and storage device dedicated to storing files; a print server is a computer that manages one or more printers, a network server is a computer that manages network traffic; and a database server is a computer system that processes database queries. On multiprocessing operating systems, a single computer can execute several programs or several instances of a program at once. A server in this case could refer to the program that is managing resources rather than the entire computer.

- 1.9 **“Use”** means loading, running, transacting, installing, initializing, and executing.
- 1.10 **“User”** means either (a) a natural person, or (b) a computer application or process; either of which is authorized to access, use, and receive the benefit of the Product pursuant to this Agreement under the terms authorized in the applicable Product Schedule.

2. LICENSE.

Conditioned upon compliance with the terms and conditions of this Agreement, HGS grants to Licensee a nonexclusive license to the Product in Executable Code form for Licensee’s internal business purposes, the Software and Documentation for which Licensee has paid the required license fees as set forth on the applicable purchase order or invoice from HGS or an authorized HGS licensor.

3. GENERAL LIMITATION.

Licensee may install the Product in any combination subject to the quantity limitation in the applicable purchase order on (a) one or more servers and permit User access thereto, or (b) individual user workstations. Other than as specifically set forth herein, you may not make or distribute copies of the Software, or use the Software for commercial network services, interactive cable or remote processing services that provide unlicensed end users with direct access to the Software. Licensee may make one copy of the Software in machine-readable form solely for backup purposes. Licensee may make a reasonable number of copies of the User Documentation for its internal use only. Licensee must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software and Documentation.

This is a license, not a transfer of title to the Software and Documentation, and HGS retains ownership of all copies of the Software and Documentation. Licensee acknowledges that the Software and Documentation contain trade secrets, proprietary or confidential information of HGS or its suppliers or licensors, including, but not limited to, the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided under the Agreement, LICENSEE shall have no right, and specifically agrees not to:

- (i) rent, lease, loan, sell, transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any Licensor relicensing/transfer policy then in force), and Licensee acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
- (ii) make error corrections to or otherwise modify, alter or adapt the Product or create derivative works based upon the Product, or permit third parties to do the same;
- (iii) translate, decipher, reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Product to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
- (iv) use or permit the Product to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Licensor;
- (v) disclose, provide, or otherwise make available trade secrets, proprietary or confidential information contained within the Product in any form to any third party without the prior written consent of Licensor. LICENSEE shall implement reasonable security measures to protect such trade secrets, proprietary or confidential information; or
- (vi) use more Product licenses at any given time than the total quantity in LICENSEE’ licensed configuration on file with Licensor.

4. **AUTHORIZED THIRD PARTIES.** Licensee may exercise the rights grant herein either directly through the service of its own employees, independent contractors, outsourcing company, hosting company, facilities management company or similar services companies provided that third parties: (a) do not disclose or distribute any part of the Product; (b) maintain the confidentiality of the Product; and (c) do not violate Licensor’s proprietary rights in the Product. In no event shall LICENSEE ever enable access to the Product by any third party competitor of Licensor that LICENSEE knows to be a competitor of Licensor.

5. **RIGHTS IN DATA.** All data created and/or processed by the Product is and remains the property of LICENSEE and shall in no way become attached to the Product, nor shall Licensor have any rights in or to the data of LICENSEE.
6. **DELIVERY.** Licensor shall provide Licensee with a tangible copy of each Product. Licensor shall deliver Product by the delivery date and method specified in the applicable purchase order.
7. **DISASTER RECOVERY**
 - 7.1 **Copies of Licensed Products for Disaster Recovery.** LICENSEE shall have the right to make the minimum, reasonably necessary number of copies of the Product(s) and Documentation that it needs for disaster recovery purposes; back-up purposes; archival purposes, and to install, execute, use, copy, test and/or display any of the Licensed Programs on Disaster Recovery Computers for: (a) the duration of each Disaster; and (b) the purpose of conducting periodic Disaster recovery testing/exercise(s) intended to practice and validate the effectiveness of Disaster recovery plans and/or procedures.
 - 7.2 **Copies of Licensed Products and Documentation for Relocation.** It is also understood and agreed that LICENSEE can make the minimum, reasonably necessary number of copies of the Product(s) and Documentation that it needs in connection with the transfer, migration, distribution and/or movement of the Product between hardware that the Product is designed to be installed and/or run on.
 - 7.3 **Disaster Recovery Computers.** Disaster Recovery Computers at the Disaster Recovery Site may spin in idle mode and/or may be powered on in standby mode. However, with respect to the Product(s) installed, executed, used, copied, tested and/or displayed thereon: (a) no production workload is permitted on the Disaster Recovery Computers during the Disaster Recovery drill periods; and (b) no other workload is permitted on the Disaster Recovery Computers during no-Disaster and non-Disaster Recovery drill periods.
8. **MAINTENANCE AND SUPPORT: TERMS AND FEES.** Licensor shall provide maintenance and support services as outlined in the published price list for each Product during the initial twelve (12 months following acquisition of Product (“Initial Maintenance Period”) by Licensee at no additional charge. Following the Initial Maintenance Period, annual maintenance (to include support fees) shall be provided subject to receipt of maintenance payment. Annual maintenance fees shall be at the posted commercial list price.
9. **U.S. GOVERNMENT END USER PURCHASES.** The Software and Documentation qualify as “commercial items,” as that term is defined in the Federal Acquisition Regulation (“FAR”) (48 C.F.R.) 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.72024, and notwithstanding any other FAR or other contractual clause to the contrary in any contract into which this Agreement may be incorporated, Government end user will acquire the Software and Documentation with only those rights set forth in this Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are “commercial computer software” and “commercial computer software documentation,” and constitutes acceptance of the rights and restrictions herein.
10. **LIMITED WARRANTY.** Subject to the limitations and conditions set forth herein, HGS warrants that commencing from the date of shipment to Licensee and for a period of no longer than sixty (60) days: (a) the media on which the Product is furnished will be free of defects in materials and workmanship under normal use; and (b) the Product shall perform in substantial conformity with the Documentation. Except for the foregoing, the Product is provided “AS IS.” This limited warranty extends only to the Licensee who is the original Licensee. Licensee’s sole and exclusive remedy and the entire liability of Licensor and its distributors or suppliers under this limited warranty will be: (a) the replacement of defective media; and/or (b) at Licensor’s option, repair, replacement, or refund of the purchase price of the Product license. In both cases, this limited warranty is subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Licensor or the party supplying the Product to Licensee if different than Licensor, within the 60-day warranty period.

Licensor or the party supplying the Product to Licensee may, at its option, require return of the Product and/or Documentation as a condition to the remedy. In no event does Licensor warrant that the Product is error free or that Licensee will be able to operate the Product without problems or interruptions.

- 11. WARRANTY RESTRICTIONS.** The warranty does not apply if the Product: (a) has been altered, except by Licensor; (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Licensor; (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (d) is licensed for beta, evaluation, testing or demonstration purposes; or (e) any Product for which HGS does not receive a license fee.
- 12. OPEN SOURCE SOFTWARE.** Certain software libraries and other third party software included in the Product are “free” or “open source” software and are subject to separate license terms (“Open Source Software”). Such Open Source Software is distributed WITHOUT ANY WARRANTY, without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. Certain Open Source Software has been or may be made available by Licensor on its web site. Licensor is not obligated to provide any warranty, maintenance, technical or other support for the Open Source or its use in the Product. Open Source Software license terms are available within the User Guide or upon request.
- 13. DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY LICENSOR, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS, AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.**
- 14. DISCLAIMER OF LIABILITIES – LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF LICENSOR, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO LICENSEE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY LICENSEE TO LICENSOR OR ITS AUTHORIZED RESELLER FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY FOR PRODUCT IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). IN NO EVENT WILL LICENSOR, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, BE LIABLE FOR ANY LOST REVENUE, LOST PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, COST TO COVER OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF, IN EACH CASE, LICENSOR, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT FULLY APPLY TO LICENSEE.

THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS ITS ESSENTIAL PURPOSE.
- 15. INDEMNITY.** HGS shall defend or settle at its expense a claim or suit against Licensee arising out of or in connection with an assertion that the Software infringes any U.S. copyright or U.S. registered patent. HGS shall indemnify and hold Licensee harmless from and against the damages, costs and expenses (including, without limitation, reasonable legal and expert witness fees), if any, finally awarded in such suit or the amount of the settlement thereof, provided that HGS is notified in writing of the existence of such claim by

Licensee within five (5) business days of Licensee's first learning of the same, and provided that HGS is given full authority to control the defense, cost and settlement of the claim. HGS will not be obligated to defend or otherwise indemnify Licensee in any lawsuit or as to any claim which arises from or relates to: (1) any combination of the Software with another product not supplied by HGS; (2) if such a claim is based upon use of the Software for purposes for which it was not designed; or (3) if the Software has been modified by any party other than HGS. In lieu of the foregoing indemnification obligations, HGS shall have the option, at its expense, either to procure for Licensee the right to continue using the Software or to replace or modify the Software so that it becomes noninfringing, or to refund to Licensee the amount actually paid by the Licensee for the Software.

- 16. EXPORT RESTRICTIONS.** The Product is subject to U.S. export controls, including but not limited to the U.S. Export Administration Regulations (EAR). Licensee agrees that the Product will not be shipped, transferred or exported into any country, or used in any manner prohibited by U.S. export restrictions or controls or any other applicable export laws, restrictions and regulations (collectively "Export Laws"). In addition, if the Product is identified as an export controlled item under Export Laws, Licensee represents and warrants that Licensee and Licensee's authorized users are not located within an embargoed or otherwise restricted nation and that Licensee and Licensee's authorized users are not otherwise prohibited under the Export Laws from receiving the Product. All rights to use the Product are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this provision. As permitted by applicable law, Licensee will defend, indemnify, and hold harmless Licensor and its licensors from and against all fines, penalties, liabilities, damages, costs, and expenses incurred by Licensor or its licensors as a result of any violation of such laws and regulations of this provision by Licensee or any of Licensee's agents or employees.
- 17. PROPRIETARY NOTICES.** Licensee agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software and Documentation in the same form and manner that such copyright and other proprietary notices are included on the Software and Documentation. Except as expressly authorized in the Agreement, Licensee shall not make any copies or duplicates of any Software without the prior written permission of HGS.
- 18. WAIVER.** The failure of HGS to insist on the performance of any of the terms or conditions of this Agreement or to exercise any right hereunder shall not be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this Agreement.
- 19. MODIFICATION OF TERMS AND CONDITIONS.** No terms and conditions other than those stated herein, and no modification of these terms or conditions, shall be binding on HGS without HGS' written consent.
- 20. TERM AND TERMINATION.** The Agreement and the license granted herein shall remain effective until terminated. Licensee may terminate the Agreement and the license at any time by destroying all copies of the Software and any Documentation. Licensee's rights under the Agreement will terminate immediately without notice from HGS if Licensee fails to comply with any provision of the Agreement. Upon termination, Licensee shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Licensee and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.
- 21. LICENSEE RECORD.** Licensee grants to HGS and its independent accountants the right to examine Licensee's books, record and accounts during Licensee's normal business hours to verify compliance with this Agreement as it relates to the Software. In the event such audit discloses non-compliance with this Agreement, Licensee shall promptly pay to HGS the appropriate license fees, plus the reasonable cost of conducting the audit.
- 22. GOVERNING LAW.**

 - a. For commercial entities, the laws of the State of Colorado without regard to its choice of law rules.
 - b. For U.S. state and local government and/or higher education schools governed by state laws, contracts shall be governed by the laws of the state in which they are located without reference to conflict of laws principles.

- c. For the U.S. Government, contracts shall be governed by U.S. federal laws.
- d. Contracts will not be governed by the United Nations Convention on Contracts for International Sale of Goods; this application is expressly excluded.

23. GENERAL PROVISIONS. If any part of the Agreement is found unenforceable, it will not affect the validity of the balance of the Agreement, which will remain valid and enforceable according to its terms. This Agreement may only be modified by a writing signed by an authorized officer of HGS. The English version of this agreement will be the version used when interpreting or construing this Agreement.