

NV5 GEOSPATIAL SOLUTIONS, INC.
END USER LICENSE AGREEMENT FOR IDL® 8.9 AND ENVI® 5.7 AND
NV5 GEOSPATIAL SOLUTIONS LICENSE SERVER 4.1 AND
ENVI® PHOTOGRAMMETRY MODULE 5.7 AND
ENVI® DOD PLUG-IN 5.7 AND IDL® DICOM TOOLKIT 8.9

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

NV5 GEOSPATIAL SOLUTIONS, INC. ("NV5GS"), 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 NV5GS 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.

- a. "Authorization Code" means any key, activation code or other mechanism required for use of the Software.
- b. "Documentation" means written information (whether contained in user or technical manuals, training manuals, specifications or otherwise) pertaining to the Software and made available by NV5GS in any manner (including CD-ROM or on-line).
- c. "Ordering Documents" means a sales quotation, purchase order, invoice, or other document identifying the Software that Licensee procures.
- d. "Software" means the computer programs provided to Licensee by an approved source, and any upgrades, updates, bug fixes or modified versions thereto (collectively "Upgrades").

2. LICENSE. Conditioned upon compliance with the terms and conditions of the Agreement, NV5GS grants to Licensee a nonexclusive license to use for Licensee's internal use and specific business needs ("Scope"), the Software and Documentation for which Licensee has paid the required license fees as set forth on the applicable Ordering Documents from NV5GS or an authorized NV5GS licensor. In order to use the Software, Licensee may be required to provide a maintenance ID number or installation ID number to obtain the necessary Authorization Code.

3. GENERAL LIMITATIONS. Licensee may install and use the Software on a single computer, install and store the Software on a storage device, such as a network server, install the Software on Licensee's other computers over an internal network, or install on a third party internet-based network server for use within the Scope, provided Licensee has purchased the appropriate license and adheres to the terms and conditions herein. Other than as specifically set forth herein, you may not make or distribute copies of the Software, use the Software for commercial network services, time sharing or remote processing services, or provide unlicensed end users with access to the Software functionality. Licensee may make one copy of the Software in machine-readable form solely for backup purposes. Licensee must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.

This is a license, not a transfer of title to the Software and Documentation, and NV5GS and/or its licensors retain ownership of all copies of the Software and Documentation. Licensee acknowledges that the Software and Documentation contain trade secrets, proprietary, or confidential information of NV5GS or its suppliers

or licensors, which includes but is 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:

- a. rent, lease, loan, sell, transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any NV5GS relicensing/transfer policy then in force), and Licensee acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
- b. make error corrections to or otherwise modify, alter or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
- c. translate, decipher, reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
- d. use or permit the Software 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 NV5GS;
- e. disclose, provide, or otherwise make available trade secrets, proprietary or confidential information contained within the Software and Documentation in any form to any third party without the prior written consent of NV5GS unless otherwise required by applicable law or court order. Licensee shall implement reasonable security measures to protect such trade secrets, proprietary or confidential information.
- f. use more Software licenses at any given time than the total quantity authorized by Licensees.

4. SOFTWARE, UPGRADES AND ADDITIONAL COPIES. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) LICENSEE HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS LICENSEE, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE OR ADDITIONAL COPIES; AND (2) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

5. CONCURRENT PROCESS LICENSE. If Licensee has purchased a concurrent process license, NV5GS grants Licensee the right to use the Software on a single computer or a computer network (a) based upon the specific configuration set forth in the Ordering Documents, and (b) not to exceed the allowable number of simultaneous processes supported by the number of licenses acquired.

6. EDUCATIONAL LAB, MINI-LAB, or DEPARTMENT LICENSE. If Licensee has purchased an educational lab, mini-lab, or department license, the Software is for use at an accredited, degree-granting academic institution. The Software shall be installed on a single network on computer systems owned, operated and located on the campus of the academic institution. The Software shall be used for teaching and academic-related research purposes only. Licensee may have as many copies of the Software in simultaneous use on the network as authorized by the license fees paid and in accordance with the NV5GS Academic Use Policy. Specifically excluded is use by or for any government, hospital, non-academic research, or commercial use.

7. HASP LICENSE. If Licensee has purchased a Hasp hardware key, Licensee may use the Software on any machine with the provided hardware key attached.

8. STUDENT LICENSE. If Licensee has purchased a student license, NV5GS grants Licensee a license to use the Software on a single computer system owned by the Licensee. Licensee must be a student pursuing a degree at qualifying college or university. Professional, commercial, government, and other usage are strictly prohibited. The Software may not be installed or run on computer systems owned or operated by a College or University, or on other computer systems not owned by the student. The license shall be terminated after 12 months or when Licensee is no longer a student pursuing a degree at a qualifying college or university, whichever occurs first, at which time Licensee agrees to cease using the Software and agrees to destroy all copies of the Software.

9. IDL VIRTUAL MACHINE LICENSE. If Licensee has acquired an IDL Virtual Machine license, Licensee is granted a non-exclusive license to use the IDL Virtual Machine Software, to modify the IDL Virtual Machine

Software, or combine it with other software. Licensee may distribute the IDL Virtual Machine Software with other software subject to the requirement that the derived software is subject to the terms of this Agreement. Licensee may not reverse engineer, decompile or disassemble the IDL Virtual Machine Software. Licensee may not alter or modify the installation procedure, suppress the End User License Agreement, alter the software operating environment in any way that prevents the IDL Virtual Machine splash screen from appearing at start-up, or automatically dismiss the IDL Virtual Machine splash screen. Licensee may not use the IDL Virtual Machine if it has been altered to automatically dismiss the IDL Virtual Machine splash screen or to prevent the IDL Virtual Machine splash screen from appearing at start-up. Licensee may not modify the IDL Virtual Machine in a way that exposes the IDL Development Environment (IDLDE), or in any manner that replicates or mimics the functionality of the IDL Development Environment or the IDL Command Line. Licensee may reproduce Documentation, but only for Licensee's use of the IDL Virtual Machine Software in accordance with the IDL Virtual Machine license terms described herein. All such copies of Software or Documentation must contain all proprietary, copyright notices, and trademarks contained as part of the original Software or Documentation.

10. ENGINE LICENSE. If Licensee has purchased an Engine license, NV5GS grants Licensee the right to use the Software as a processing engine only based upon the configuration and usage type set forth in the Ordering Documents, and not to exceed the allowable number of simultaneous processes supported by the number of licenses acquired. An Engine license includes the ability to deploy on both a production and non-production system, however non-production licenses are strictly limited to testing, development and integration purposes. Engine licenses whose usage type is identified as 'external' in the Ordering Documents grant Licensee the right to provide Licensee's end users access to Software functionality through Licensee's production platform.

11. U.S. GOVERNMENT END USER PURCHASERS. The Software and Documentation qualify as "commercial items," as that term is defined at 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 227.7202-4, 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.

12. LIMITED WARRANTY. Subject to the limitations and conditions set forth herein, NV5GS warrants that commencing from the date of shipment to Licensee and for a period no longer than sixty (60) days: (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software shall perform in substantial conformity with the Documentation. Except for the foregoing, the Software 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 NV5GS and its distributors or suppliers under this limited warranty will be (i) replacement of defective media; and/or (ii) at NV5GS's option, repair, replacement, or refund of the purchase price of the Software license. In both cases, the remedy is subject to the condition that any error or defect constituting a breach of this limited warranty is reported to NV5GS or the party supplying the Software to Licensee if different than NV5GS, within the 60-day warranty period. NV5GS or the party supplying the Software to Licensee may, at its option, require return of the Software and/or Documentation as a condition to the remedy. In no event does NV5GS warrant that the Software is error free or that Licensee will be able to operate the Software without problems or interruptions.

13. WARRANTY RESTRICTIONS. This warranty does not apply if the Software, (a) has been altered, except by NV5GS; (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by NV5GS; (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 Software for which NV5GS does not receive a license fee.

14. THIRD PARTY AND OPEN SOURCE SOFTWARE. PORTIONS OF THE SOFTWARE MAY INCLUDE

COPYRIGHTED THIRD PARTY SOFTWARE PROVIDED UNDER LICENSE. Such third party software may include "free" or "open source" software licensed under separate terms from this EULA ("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. NV5GS is not obligated to provide any warranty, maintenance, technical or other support for the Open Source Software or its use in the Software. Attributions and license terms for third party and Open Source Software are available in the source folder of the software installation, the "Help/Legal" directory located within the software, and at <https://www.nv5geospatialsoftware.com/Company/Legal>. Where applicable, source code for Open Source software is also provided in the source folder of the software installation and/or our web site.

15. 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 NV5GS, 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. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS ITS ESSENTIAL PURPOSE.

16. IDL VIRTUAL MACHINE DISCLAIMER OF WARRANTY. THE IDL VIRTUAL MACHINE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. NV5GS MAY CHANGE OR ALTER IDL VIRTUAL MACHINE SOFTWARE AT ANY TIME, AND WITHOUT PRIOR NOTICE. NV5GS AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL EXPRESS STATUTORY OR IMPLIED WARRANTIES RELATING TO IDL VIRTUAL MACHINE SOFTWARE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS.

17. DISCLAIMER OF LIABILITIES - LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF NV5GS, 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 NV5GS OR ITS AUTHORIZED RESELLER FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). IN NO EVENT WILL NV5GS, 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 SOFTWARE, EVEN IF, IN EACH CASE, NV5GS, 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.

18. INDEMNITY. NV5GS 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. NV5GS 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 NV5GS 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 NV5GS is given full authority to control the defense, cost and settlement of the claim. NV5GS 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 NV5GS; (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 NV5GS. In lieu of the foregoing indemnification obligations, NV5GS 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 non-infringing, or to refund to Licensee the amount actually paid by the Licensee for the Software.

19. EXPORT RESTRICTIONS. The Software is subject to export controls under the laws and regulations of the United States of America, including but not limited to the U.S. Export Administration Regulations and U.S. Department of the Treasury, Office of Foreign Assets Control, and may be subject to additional export and import regulations of the country in which the software is obtained. You agree that you will comply with all applicable laws and regulations governing the export, import, reexport, transfer and use, and that you have the responsibility to obtain any required authorization from the appropriate authority. If NV5GS receives notice that You are or You become identified as a sanctioned or restricted party under applicable law, then NV5GS will not be obligated to perform any of its obligations under this Agreement if such performance would result in violation of the sanctions or restrictions.

20. 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 NV5GS.

21. WAIVER. The failure of NV5GS 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.

22. 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 NV5GS without NV5GS's written consent.

23. 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 Software and any Documentation. Licensee's rights under the Agreement will terminate immediately without notice from NV5GS 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.

24. LICENSEE RECORDS. Licensee grants to NV5GS and its independent accountants the right to examine Licensee's books, records and accounts during Licensee's normal business hours to verify compliance of 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 NV5GS the appropriate license fees, plus the reasonable cost of conducting the audit.

25. GOVERNING LAW. The Agreement shall be governed as follows:

- 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 governments 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.

26. GENERAL PROVISIONS. If any part of the Agreement is found void and 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 NV5GS. The English version of this agreement will be the version used when interpreting or construing this Agreement.

27. NOTICE. Any notice relating to the Agreement should be sent by personal delivery or U.S. certified mail (return receipt requested) to the address provided below and will be effective upon receipt: NV5 Geospatial Solutions, Inc., ATTN: Contracts Department, 385 Interlocken Crescent, Suite 300, Broomfield, CO 80021, USA.