

LAUREL HILL GIS, INC.  
END USER SOFTWARE LICENSE  
AND MAINTENANCE AGREEMENT  
FOR GEODATA SENTRY

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## 1 RIGHTS AND RESTRICTIONS

1.1 Subject to the payment of the applicable license fees as set forth in the Sales Invoice, Laurel Hill grants to Licensee a non-exclusive, non-transferable license to use the Software in executable form solely for Licensee's own internal use in the Territory in accordance with the terms of this Agreement and the applicable Sales Invoice. The right of use is granted solely for the Software specified in the Sales Invoice.

1.2 Laurel Hill shall supply one copy of the Software licensed under this Agreement to Licensee by shipping a CD-ROM containing the Software to Licensee FOB origin or by making it available to Licensee in a downloadable format from Laurel Hill's website [www.laurelhillgis.com](http://www.laurelhillgis.com).

1.3 If Licensee has purchased a single machine license for the Software as indicated on the Sales Invoice, Licensee's use of the Software is and shall be limited to a single machine, identified by Licensee. Licensee shall provide the name of the machine to Laurel Hill. Laurel Hill will develop a license key or license file based on the machine name and will supply the key or file to the Licensee. If it becomes necessary for the Licensee to change the machine name or replace the machine, Licensee must notify Laurel Hill of the change, and Laurel Hill will issue a new license key based on the new machine name. Laurel Hill will provide only two license key changes free of charge. Licensee shall de-install the Software from the previously licensed machine.

1.4 If Licensee has purchased a multi-machine license for the Software, Licensee's use of the Software shall be limited to the number of machines specified in the Sales Invoice or other agreement between Laurel Hill and Licensee.

1.5 Licensee shall not make the Software available on a network server unless Licensee has purchased licenses for all users associated with the network.

1.6 Licensee may copy the licensed Software only for archival or backup purposes, as reasonably necessary. All copies of the Software are subject to the terms of this Agreement and must display all titles, copyright, and restricted rights notices from the master copy.

1.7 Licensee does not acquire any intellectual property or other rights, express or implied, in or relating to the Software, other than those specified in this Agreement. Laurel Hill shall retain all such rights.

1.8 Licensee shall not directly or indirectly reverse engineer, disassemble, decompile, embed, or translate the Software.

1.9 Unless specifically authorized in a separate agreement, Licensee shall not rent, lease or sublicense the Software, provide third parties with access to the Software through a service bureau, commercial time-sharing arrangement, or ASP arrangement, or use the Software to provide outsourcing or training services.

1.10 Licensee may allow the Software to be used by its contractors or agents under a written agreement with Licensee, but only for Licensee's internal use and in accordance with the terms of this Agreement. Licensee shall be fully responsible for any failure of such parties to comply with the terms of this Agreement.

1.11 If Licensee has obtained a demonstration or evaluation copy of the Software, Licensee shall have the right to use the Software for a period of thirty (30) days.

## 2 SOFTWARE MAINTENANCE PLAN

2.1 Upon Licensee's purchase of the Software, Laurel Hill will provide one year of complimentary Software Maintenance Plan to provide technical support and updates as described in more detail in Schedule A hereto. Sixty (60) days prior to the one-year anniversary of Licensee's purchase of the Software, Laurel Hill will invoice Licensee for renewal of the Maintenance Plan for the next year. To continue the Plan, Licensee must pay the invoice within 30 days after its due date.

2.2 Laurel Hill expressly reserves the right from time to time to revise, change, modify, and limit the technical support to be provided to the Licensee. Laurel Hill further expressly reserves the right to charge for technical support services.

2.3 Laurel Hill reserves the right to update, enhance, upgrade, and improve the Software. Laurel Hill further reserves the right to substantially modify the Software for the purpose of eliminating any code, which may infringe any third party's proprietary rights. In the event of such substantial modification to the Software, Licensee agrees to replace any and all copies of the Software being used by Licensee with the substantially modified version of the Software within sixty (60) days after receiving written notice from Laurel Hill as to any such substantial modification of the Software.

2.4 Laurel Hill shall have no obligation to update, enhance, modify, or upgrade the Software. To the extent that Laurel Hill does update the Software, such updates may be provided to Licensee under the terms of any then existing maintenance and service agreement between Licensee and Laurel Hill.

## 3 TERM AND TERMINATION

3.1 This Agreement and each Software license granted under it shall become effective on the Effective Date and remain in effect until terminated as described in this Section 3.

3.2 Licensee may terminate any Software license or this Agreement at any time by providing written notice to Laurel Hill.

3.3 Laurel Hill may terminate this Agreement or any license upon written notice if Licensee breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach. Notwithstanding the above, Laurel Hill may terminate this Agreement or any license ten (10) days after providing written notice to Licensee if Licensee is in breach of the confidentiality provisions set forth in Sections

8.1 and 8.2 or the provisions regarding reverse engineering, disassembly or de-compilation contained in Section 1.8.

3.4 Termination of this Agreement or any license shall not prevent either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Licensee's obligation to pay all fees that are owed by Licensee as of the date of termination. The parties' rights and obligations under Sections 1.7, 1.8, 1.9, 3.5, and 8.1 through 8.14 shall survive termination of this Agreement.

3.5 If a license granted under this Agreement terminates, Licensee shall: (a) immediately cease using the Software, and (b) certify in writing to Laurel Hill within thirty (30) days after expiration or termination that Licensee has destroyed or has returned to Laurel Hill all copies of the Software, all Documentation relating to the Software, and any Laurel Hill Confidential Information. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

#### 4 INDEMNITY

4.1 Laurel Hill will defend and indemnify Licensee against a claim that the Software infringes a third-party intellectual property right, including copyright, patent and trademark, provided that: (a) Licensee notifies Laurel Hill of the claim in writing within fifteen (15) days after discovery of the claim by Licensee; (b) Laurel Hill has sole control of the defense and all related settlement negotiations; and (c) Licensee provides Laurel Hill with the reasonable assistance, information and authority necessary to perform Laurel Hill's obligations under this Section. Laurel Hill shall have no liability for any claim of infringement based on: (1) use of a superseded or altered release of Software if the infringement would have been avoided by the use of a current, unaltered release of the Software; or (2) modification of the Software other than by Laurel Hill or combination of the Software with materials not specified in the Documentation, if such a claim would not have arisen except for such modification or combination.

4.2 In the event that the Software is held or believed by Laurel Hill to infringe, Laurel Hill shall, at its sole option and expense, (a) modify the Software to be non-infringing; (b) obtain for Licensee a license to continue using the Software; or (c) terminate the license for the infringing Software and refund the license fees paid for the Software. Sections 4.1 and 4.2 state Laurel Hill's entire liability and Licensee's exclusive remedy for any infringement.

#### 5 LIMITED WARRANTIES AND REMEDIES

5.1 LAUREL HILL WARRANTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF THIS AGREEMENT, THAT THE UNMODIFIED SOFTWARE OBTAINED UNDER THIS AGREEMENT, IF USED IN ACCORDANCE WITH THE DOCUMENTATION, WILL PERFORM IN SUBSTANTIAL CONFORMANCE WITH THE TECHNICAL SPECIFICATIONS SET FORTH IN THE DOCUMENTATION FOR THE PARTICULAR VERSION OF THE SOFTWARE IDENTIFIED IN THE SALES INVOICE.

5.2 DURING THE NINETY (90) DAYS WARRANTY PERIOD, SHOULD THE SOFTWARE PERFORM IN A MANNER MATERIALLY INCONSISTENT WITH THE TECHNICAL SPECIFICATIONS, LICENSEE'S EXCLUSIVE REMEDY SHALL

CONSIST, AT LAUREL HILL'S SOLE ELECTION, OF: (A) LAUREL HILL MODIFYING OR REVISING THE SOFTWARE SO THAT IT CONFORMS WITH THE TECHNICAL SPECIFICATIONS; (B) LAUREL HILL PROVIDING LICENSEE WITH REPLACEMENT SOFTWARE DESIGNATED BY LAUREL HILL; OR (3) LAUREL HILL TERMINATING THE LICENSE AND REFUNDING THE LICENSE FEE PAID BY LICENSEE FOR THE NONCONFORMING SOFTWARE. THIS WARRANTY EXTENDS ONLY TO LICENSEE AND SHALL BE VOID IF THE SOFTWARE HAS BEEN TAMPERED WITH, MODIFIED, OR IMPROPERLY USED.

5.3 EXCEPT AS EXPRESSLY SET FORTH HEREIN, LAUREL HILL DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR IN WRITING, REGARDING THE SOFTWARE OR THE PERFORMANCE OF THE SOFTWARE.

5.4 LAUREL HILL DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT LICENSEE MAY SELECT FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED.

## 6 LIMITATION OF LIABILITY

6.1 LAUREL HILL SHALL NOT BE LIABLE TO LICENSEE, ANY CUSTOMER, CLIENT, AGENT, OR REPRESENTATIVE OF LICENSEE, OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE, SUCH AS LOSS OF DATA OR PROGRAMS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF LAUREL HILL HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

6.2 LAUREL HILL'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE LICENSE FEE ACTUALLY PAID BY LICENSEE FOR THE COPY OF SOFTWARE IN QUESTION.

6.3 The provisions of this Agreement allocate the risks between Laurel Hill and Licensee. Laurel Hill's pricing reflects this allocation of risk and the limitation of liability specified herein.

## 7 PAYMENT AND TAXES

7.1 All fees shall be payable thirty (30) days from the date of the Sales Invoice, and shall be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which shall be the responsibility of Licensee, except for taxes on Laurel Hill's income. Any

amounts payable by Licensee hereunder which remain unpaid after the due date shall be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid.

## 8 GENERAL TERMS

8.1 During the term of this Agreement, each party may have access to the other party's Confidential Information. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. Licensee shall not disclose the results of any benchmark tests of the Software to any third party without Laurel Hill's prior written approval.

8.2 The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of four (4) years after termination of this Agreement. The parties agree that, unless required by law, they shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Furthermore, Licensee agrees not to use any Confidential Information of Laurel Hill to create any computer software program or user documentation that is substantially similar to any Laurel Hill product.

8.3 The laws of the State of Colorado, excluding its conflicts laws, shall govern this Agreement, and all matters arising out of or relating to this Agreement. The UN Convention for the International Sale of Goods shall not apply to this Agreement in whole or in part.

8.4 Laurel Hill and Licensee agree to submit to the jurisdiction of, and agree that venue is proper in, state or federal courts in Boulder County, Colorado in any legal action or proceeding relating to this Agreement.

8.5 All notices under this Agreement shall be in writing and shall be deemed to have been given when sent electronically, by fax or email, or when mailed by first class mail to the address listed in the purchase request, the Sales Invoice or other purchase documents.

8.6 Software acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with FAR 12.212, Computer Software (October 1995), 52.227-19, Commercial Computer Software Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998).

8.7 Licensee agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Software nor any direct product thereof is exported, directly or indirectly, in violation of Export Laws; or is intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Licensee shall indemnify and hold Laurel Hill harmless in connection with any breach of this Section.

8.8 Licensee may not assign this Agreement or transfer a Software license to any third party without the prior written consent of Laurel Hill. Laurel Hill shall have the right to Assign this Agreement without the consent of Licensee

8.9 Laurel Hill may audit Licensee's use of the Software after ten (10) days written notice. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. If an audit reveals unauthorized use or use in excess of licensed capacity, Licensee shall pay Laurel Hill for such use at published Laurel Hill prices in effect at the time the audit is completed. The audit shall be at Laurel Hill's expense, however, if the underpaid fees exceed five percent (5%) of the license fees paid, then Licensee shall pay Laurel Hill's reasonable costs of conducting the audit. Instead of, or in addition to, an audit Laurel Hill reserves the right to request a written statement of compliance with the terms of this Agreement and applicable Sales Invoices, and Licensee shall comply with such request within ten (10) business days.

8.10 It is expressly agreed that the terms of this Agreement and any applicable Sales Invoice shall supersede the terms in any Licensee purchase order or other ordering document. Any Licensee terms of trade stated or referenced in the Licensee purchase order, or any terms to which Laurel Hill has not specifically agreed in writing (except for names, quantities and addresses), shall not be binding on Laurel Hill. As between this Agreement and a Sales Invoice, the latter prevails but only with respect to the order specified therein. This Agreement shall also supersede all terms of any previous "shrink-wrap" or "click-wrap" license included in any package, media or electronic version of Laurel Hill-furnished software, or on the Laurel Hill Web Site, and any such software shall be licensed under the terms of this Agreement to the extent that the prior agreement differs from the terms of this Agreement.

8.11 In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

8.12 Neither party will be responsible for failure of performance, other than for an obligation to pay money, due to causes beyond its control, including, without limitation, acts of God or nature; labor disputes; sovereign acts of any federal, state or foreign governments; or shortage of materials.

8.13 Laurel Hill is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties

8.14 For the purposes of this Agreement, including Schedule A hereto and any purchase orders and invoices relating to Licensee's purchase of the Software, constitute the complete agreement between the parties and supersedes all prior agreements and representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

8.15 No reseller of the Software has the power or authority to change or modify the terms and conditions of this Agreement.

## 9 DEFINITIONS

9.1 "Confidential Information" shall mean technical information contained in the Software, any updates, modifications, enhancements, or upgrades of the Software, the

Documentation or other technical information, or Laurel Hill trade secrets disclosed in relation to this Agreement, the terms and pricing under this Agreement and all information clearly identified as confidential.

9.2 "Documentation" shall mean and refer to the technical user information for the Software.

9.3 "Effective Date" shall mean the date on which the applicable document (this Agreement or a Sales Invoice) is signed by both parties or, for licenses of Software for which there is no dual-signed Agreement, the date that the Software is delivered to Licensee or the date that Laurel Hill issues the Sales Invoice, whichever is earlier.

9.4 "Licensee" shall mean and include any person who acquires a license to use the Software from Laurel Hill or deploys the Software for use.

9.5 "Sales Invoice" shall mean the document issued by Laurel Hill or a licensed reseller of the Software to the Licensee in hardcopy, electronically, or otherwise regarding the licensing of the Software and shall include any subsequent invoice for technical support services issued by Laurel Hill.

9.6 "Software" shall mean the Laurel Hill computer software product, including, without limitation, GeoData SENTRY Personal, Professional and Enterprise Editions which is listed on the Sales Invoice, and any updates, modifications, enhancements, or upgrades for such Software.

9.7 "Territory" shall mean the United States of America.

## Schedule A

### Software Maintenance

#### 1 AGREEMENT TO PROVIDE SOFTWARE MAINTENANCE

1.1 Laurel Hill agrees to provide one year free software maintenance for the Software identified in the Sales Invoice. Thereafter, Licensee may buy a Software Maintenance Plan from Laurel Hill at its then current fee for the Plan, which will be set forth in the invoice sent to Licensee.

1.2 The maintenance services to be provided by Laurel Hill are as described herein.

1.3 Purchase of a Software Maintenance Plan does not in any way extend, modify, or enhance the limited product warranty, if any, for the Software.

1.4 Laurel Hill has the right from time to time to adjust or modify its annual fee for the Maintenance Plan.

#### 2 CONDITIONS AND TERM OF SOFTWARE MAINTENANCE PLAN

2.1 Licensee must have the current version of the software in order to purchase the Software Maintenance Plan.

2.2 Notwithstanding any Software Maintenance Plan that is in place at the time, Laurel Hill does not have any obligation to provide maintenance services for any Software that has been modified, amended, or deleted by any person other than Laurel Hill

2.3 The term of the Software Maintenance Plan shall be twelve (12) months from the date of Licensee's purchase of the Software or of Licensee's renewal of any Software Maintenance Plan.

### 3 TECHNICAL SUPPORT

3.1 Telephone and e-mail technical support is available only for Software for which there is a current Software Maintenance Plan in place.

3.2 Technical support is limited to twenty (20) hours of telephone and e-mail support per any 12 month period and is restricted to questions on Laurel Hill Software installation, configuration, and usage.

3.3 Telephone and e-mail support is offered through Laurel Hill's Technical Support during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. MST or MDT, except holidays.

3.4 To expedite the technical support services, Laurel Hill recommends that all technical support questions first be sent to Laurel Hill via email to [techsupport@laurelhillgis.com](mailto:techsupport@laurelhillgis.com). Laurel Hill will use its best efforts to respond to technical questions sent via email within 24 hours after the email is sent.

3.5 Laurel Hill makes no representations or warranties regarding its ability to resolve technical problems with the Software. Technical support is provided to Licensee on a "best efforts" basis.

### 4 SOFTWARE UPDATES AND UPGRADES

4.1 If and when Laurel Hill, in its sole discretion, releases Software updates or Software upgrades, Laurel Hill shall provide such Software updates or upgrades to Licensee if there is a current Software Maintenance Plan in place. The updates and upgrades will be provided free of charge of Licensee.

4.2 Such Software upgrades and updates will not be provided to Licensee until Laurel Hill makes them generally available to end users.

4.3 Laurel Hill will post the availability of upgrades and updates on its website and may in its discretion send notices of upgrades and updates via email. Laurel Hill makes no representations or warranties that Licensee will receive notices of updates or upgrades of the Software.

4.4 Software updates and upgrades will be made available to Licensee in downloadable format from Laurel Hill's Web Site. If Licensee requires a CD-ROM of the update or upgrade, Laurel Hill will ship the CD to Licensee, but Licensee will be responsible for the cost of shipping.

4.5 All Software updates and upgrades provided by Laurel Hill, including documentation and program materials, are subject to End User License and Maintenance Agreement.

## 5 EXCLUDED SERVICES

5.1 Excluded from the coverage of this Agreement are product support services requested by Licensee in conjunction with use of the software (including standard phone-based "product support" services, consulting, training, etc.), and the installation and implementation of a Maintenance Release. Such excluded services, and additional consulting services such as training, setup and technical integration, may be contracted for separately at Laurel Hill's then current billing rates, subject to Laurel Hill's agreement.

## 6 RENEWAL OF SOFTWARE MAINTENANCE PLAN

6.1 Laurel Hill will send Licensee an invoice to renew the Software Maintenance Plan sixty (60) days prior to the one-year expiration of the Plan. The renewal invoice will include the fee for renewing the Plan and billing and shipping information.

6.2 The Software Maintenance Plan will be deemed renewed once payment is received.

6.3 If not previously renewed, a second invoice will be sent 30 days prior to the expiration date, and again on the due date.

6.4 The Software Maintenance Plan is terminated if a payment is not received within 30 days after the due date.

## 7 TERMINATION

7.1 The Software Maintenance Plan may be terminated by Licensee upon thirty (30) days written notice to Laurel Hill.

7.2 Laurel Hill may terminate any Software Maintenance Plan pursuant to the terms and conditions set forth in Section 3 of the End User License and Maintenance Agreement.

7.3 Upon termination of the Software Maintenance Plan, Laurel Hill shall not be obligated to refund any fees paid by Licensee and shall not be obligated to provide any further support services.

## 8 FORCE MAJEURE

8.1 Laurel Hill will not be liable for any failure to provide services under the Software Maintenance Plan due to unforeseen circumstances or causes beyond Laurel Hill's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials.

## 9 LIMITATIONS ON LIABILITY

9.1 Laurel Hill's entire liability under any Software Maintenance Plan is, at Laurel Hill's discretion, to either (a) return of the annual fee paid for the current Software Maintenance Plan, or (b) replace the Software that does not meet Laurel Hill's Limited Warranty as set forth in Section 5 of the End User License and Maintenance Agreement.

9.2 This Limited Warranty is void if failure of the Software or hardware has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

## 10 General Provisions

10.1 The terms and conditions set for the in the End User License and Maintenance Agreement apply to this Schedule A and are hereby incorporated herein.

## 11 DEFINITIONS

11.1 The definitions set forth in the End User License and Maintenance Agreement apply to this Schedule A and are hereby incorporated herein.

11.2 "Software Maintenance Plan" shall mean and include the technical support and maintenance plan described in Section 2 of the End User License and Maintenance Agreement and in this Schedule A.

11.3 "Software Upgrades" means and includes software upgrades to new major versions of the Software.

11.4 "Software Updates" means and includes maintenance software releases, bug fixes, and patches.